

Parayhouse School

Articles of Association

Adopted by a special resolution dated 17 August 2022

Company Number 04270330

Registered Charity Number 1090757

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COMPANIES HOUSE



The Companies Act 2006
Company not having a share capital
Articles of Association
Adopted by a special resolution dated 17 August 2022 of
Parayhouse School

1 Name

1.1 The name of the company is Parayhouse School (**Charity**).

2 Registered office

2.1 The registered office of the Charity is in England and Wales.

3 Objects

3.1 The objects of the Charity (**Objects**) are to advance education by carrying on in Great Britain a school or schools at which infants, children and students may obtain education and instruction in academic, sporting, musical, cultural, scientific, technical, religious, vocational, social and commercial subjects activities and crafts of every description.

4 Powers

4.1 The Charity has the power to do anything within the law which may promote or may help to promote the Objects or any of them including (but without limitation) the power:

4.1.1 to carry on the School in pursuance of the Objects under the name of Parayhouse School or such other name as the Board may decide from time to time and to promote education and training;

4.1.2 to make grants, awards, prizes or donations, including but not limited to:

(a) bursaries, scholarships, grants, awards, prizes and other benefactions;

(b) grants to enable participation in extra-curricular activities undertaken for educational purposes; and

(c) leaving exhibitions tenable at any university or other institution of higher or further education (including professional or technical education).

4.1.3 subject to Article 12, to employ paid or unpaid agents, staff or advisers (and to terminate any such employment) and to make all reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees and their widows or widowers and other dependants;

4.1.4 to construct, maintain, equip and alter buildings in order to provide a school or schools and other facilities including facilities for study, research, recreational sports and also performance of artistic and cultural activities of every description;

4.1.5 to hold classes, seminars, conferences, lectures, tours and courses;

4.1.6 to co-operate with and to enter into joint ventures, collaborations and partnerships with charitable and non-charitable bodies;

- 4.1.7 to support, administer or set up charities and to establish and act as trustee of any charitable funds, endowments or trusts;
- 4.1.8 to affiliate with and where appropriate merge with any charity having similar objects to the Objects;
- 4.1.9 to establish, support or acquire subsidiary companies;
- 4.1.10 to raise funds and to solicit and accept grants, donations, endowments, gifts, legacies and bequests of assets on any terms;
- 4.1.11 to borrow money, including entering into any derivative arrangement relating to that borrowing provided that the derivative arrangement is an integral part of managing the Charity's debt and not a speculative venture;
- 4.1.12 to give security for loans, grants and other obligations over the assets of the Charity (but only in accordance with the restrictions imposed by the Charities Act 2011);
- 4.1.13 to acquire, rent or hire property of any kind;
- 4.1.14 to sell, let, license, mortgage or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act 2011);
- 4.1.15 to make loans of money and give credit and to give guarantees or security for the performance of any obligations by any person or company;
- 4.1.16 to set aside funds for special purposes or as reserves against future expenditure, but only in accordance with a written policy on reserves;
- 4.1.17 to open and operate bank accounts and banking facilities;
- 4.1.18 to deposit or invest funds in any manner (but to invest only after taking such advice as the Board considers is reasonably necessary from such person as is reasonably believed by the Trustee Governors to be qualified to give it by his or her ability in and practical experience of financial and other relevant matters);
- 4.1.19 to enter into any derivative arrangement in connection with any investment provided that the derivative arrangement is ancillary to the investment (being entered into in order to manage the risk and / or transaction costs associated with the investment) and is not a speculative venture;
- 4.1.20 to delegate the management of investments to any person provided that:
 - (a) the delegate is authorised to carry on investment business under the provisions of the Financial Services and Markets Act 2000;
 - (b) the investment policy is set out in writing by the Board;
 - (c) the performance of the investments is reviewed regularly with the Board;
 - (d) the investment policy and the delegation arrangements are reviewed at least once a year;
 - (e) all payments due to the delegate are on a scale or at a level which is agreed in advance and are notified promptly to the Board on receipt by the delegate; and
 - (f) the delegate must not do anything outside the powers of the Trustee Governors.

- 4.1.21 to arrange for the investments or other property of the Charity to be held in the name of a nominee (being a corporate body registered or having an established place of business in England and Wales) under the control of the Trustee Governors or of any person to whom the management of investments is delegated and to pay any reasonable fee required;
- 4.1.22 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;
- 4.1.23 to take out indemnity insurance to insure the Trustee Governors against the costs of a successful defence to criminal proceedings brought against them as charity trustees or against personal liability incurred in respect of any act or omission which is or is alleged to be in breach of trust or breach of duty, unless the Trustee Governor concerned knew that, or was reckless in relation to whether, the act or omission was a breach of trust or breach of duty;
- 4.1.24 to enter into any contract or agreement (including a contract to provide services to or on behalf of other bodies, a finance lease, a licence or a sponsorship agreement);
- 4.1.25 to provide advice, to publish or distribute information in any form, to promote or carry out research and to disseminate such research;
- 4.1.26 to do all such other things permitted by law as are incidental or conducive to the attainment of the Objects;
- 4.1.27 to carry on any trade in so far as the trade is;
 - (a) exercised in the course of the actual carrying out of the Objects of the Charity; or
 - (b) ancillary to the carrying out of the Objects; or
 - (c) not taxable trading.

5 Limited liability

- 5.1 The liability of the Members is limited to £10, being the amount each Member undertakes to contribute to the Charity's assets if the Charity shall be wound up while he or she is a Member, or within one year after he or she ceases to be a Member, for payment of the Charity's debts and liabilities contracted before he or she ceases to be a Member and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories among themselves.

6 Membership

- 6.1 The number of Members shall be not less than five, and not more than sixteen.
- 6.2 The Charity must maintain a register of Members.
- 6.3 The Members are the persons who are appointed and hold office as Trustee Governors for the time being under these Articles and no person shall be admitted as a Member other than a Trustee Governor. A person shall automatically cease to be a Member when he or she ceases to be a Trustee Governor and the Secretary shall at any time remove his or her name from the register of Members. No person may withdraw from membership except on ceasing to be a Trustee Governor. Membership is not transferable.

7 General meetings

- 7.1 Members are entitled to attend general meetings either personally or by proxy. General meetings are called on at least 14 clear days' written notice specifying the business to be discussed. 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 shall not invalidate the proceedings at that meeting.
- 7.2 A general meeting may be called at any time by the Trustee Governors and must be called in accordance with the terms of the Act within 21 days of a written request from the Members made in accordance with the provisions of the Act.
- 7.3 Where a general meeting is to be held by electronic means the following shall apply to such meeting. These rules shall also apply in respect of any meeting that is called partly by electronic means:
- 7.3.1 An electronic meeting shall be held as determined by the Trustee Governors, provided that all participants may communicate with all other participants (and may include telephone conference, video conference, live webcast and live interactive streaming).
- 7.3.2 The notice of the meeting shall state any place at which a Member may attend the meeting in person or that there is no place at which a Member may attend the meeting in person and the electronic or other means by which the meeting will be held and the means by which a Member may participate.
- 7.3.3 The meeting may not be held in any particular place and may be held without any number of those participating being together at the same place. Any reference to a "place" at which a general meeting is to be held in these articles shall include electronic, digital or virtual locations, web addresses or conference call telephone numbers.
- 7.3.4 Votes shall be permitted and cast by such electronic means as determined by the Trustee Governors. Any reference to a "show of hands" in these articles shall include any electronic means of voting and votes cast by that method shall be counted in determining the result of the show of hands.
- 7.3.5 A person shall be present or in attendance at such a meeting if he or she is participating electronically in the meeting by the method set out in the notice calling the general meeting. Any reference to being "present" or "attending personally" at a general meeting in these articles shall include those present by electronic means.
- 7.4 **Quorum**
- 7.4.1 There is a quorum at a general meeting if five Members entitled to attend and vote at that meeting are present in person or by proxy. A Member shall not be counted in the quorum on any matter on which he or she is not entitled to vote.
- 7.4.2 If within 30 minutes from the time appointed for the holding of a general meeting a quorum is not present, the meeting will be adjourned to such other day and at such time as the Board may determine. If at such adjourned meeting a quorum is not present within 30 minutes from the time appointed for holding the meeting the Members present in person or by proxy shall be a quorum.
- 7.5 **Chair**
- 7.5.1 The chair of a general meeting shall be:

- (a) the Chair of the Board of Trustee Governors; or
- (b) if he or she is not present within 15 minutes after the time appointed for the meeting to start or is unwilling to preside or has an Interest in a matter to be decided, the Vice-Chair of the Board; or
- (c) if he or she too is not present within 15 minutes after the time appointed for it to start or is unwilling to preside or has an Interest in a matter to be decided, a Member chosen by the Members present to chair the meeting.

7.6 Voting

- 7.6.1 A Member may appoint another person as his or her proxy to exercise all or any of his or her rights to speak and vote at general meetings (which includes an electronic general meeting). The Charity may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 7.6.2 Subject to Article 7.6.3, a resolution put to the vote at a general meeting shall be decided on a show of hands and on a show of hands, every Member present in person or by proxy shall have one vote.
- 7.6.3 In the case of an equality of votes at a meeting, the chair of the meeting shall be entitled to a second or casting vote.

7.7 Written resolutions of Members

- 7.7.1 The Charity may pass a resolution in writing provided the requisite number of Members have consented to the resolution and such resolution will be effective as if it was passed at a general meeting duly convened and held where the Members would have been entitled to vote.
- 7.7.2 The requisite number of Members to pass a written resolution is:
 - (a) in the case of an ordinary resolution, a simple majority of the total voting right of Members; and
 - (b) in the case of a special resolution, a majority of not less than 75% of the total voting rights of Members.

8 Trustee Governors

- 8.1 The Trustee Governors are the company directors and charity trustees of the Charity and have control of the Charity and its property and funds.
- 8.2 The Board of Trustee Governors shall be composed of no fewer than five and not more than sixteen competent persons being:
 - 8.2.1 at least one Nominated Trustee Governor appointed in accordance with Article 8.7;
 - 8.2.2 one Staff Trustee Governor elected or appointed in accordance with Article 8.8;
 - 8.2.3 at least one but not more than five Parent Trustee Governors elected or appointed in accordance with Article 8.9;
 - 8.2.4 not more than five Co-opted Trustee Governors appointed in accordance with Article 8.6; and
 - 8.2.5 a maximum of two Headteacher Trustee Governors holding office in accordance with Article 8.10.

8.3 On appointment as a Trustee Governor, a Trustee Governor shall automatically become a Member of the Charity.

8.4 Every Trustee Governor shall sign a written consent to become a Trustee Governor and a Member and shall make disclosures for the purpose of all safeguarding checks and registrations that may be required by law for school governors, from time to time.

8.5 No person shall take office as a Trustee Governor:

8.5.1 unless he or she is a natural person, and not a body corporate;

8.5.2 unless he or she is aged 18 or over;

8.5.3 in circumstances such that, had he or she already been a Trustee Governor, he or she would cease to hold office under the provisions of Article 8.11.5;

8.5.4 except the Staff Trustee Governor or Headteacher Trustee Governor(s), if they are an employee of the Charity.

But a person may be a Trustee Governor notwithstanding that he or she is in receipt of a Benefit granted in accordance with the provisions of these Articles.

8.6 Co-opted Trustee Governors shall be appointed to the Board by resolution of the Board. The Board may from time to time at its discretion determine any criteria for appointment as a Co-opted Trustee Governor.

8.7 **Nominated Trustee Governors**

8.7.1 The Local Authority shall have the right to nominate at least one Trustee Governor (each a **Nominated Trustee Governor**), whose appointment shall, subject to Articles 8.7.2 and 8.7.3, be confirmed by the Board.

8.7.2 In relation to the appointment of a Nominated Trustee Governor:

(a) the Secretary shall, at least eight weeks before the date of the expiry of the term of office of a Nominated Trustee Governor, give notice of the expiry of that term to the Local Authority;

(b) the Board or a committee established by Article 11.2 shall be entitled, without stating reasons, to disapprove a nomination, to request the nomination of two alternative individuals together with such relevant information about those individuals as may be reasonably required and shall thereupon confirm one of the alternatives proposed;

(c) the person appointed as a Nominated Trustee Governor may be, but need not be, a member or officer of the Local Authority; and

(d) a Nominated Trustee Governor shall act as such in his or her own right and not as the delegate of the appointing body.

8.7.3 No person shall be appointed as a Nominated Trustee Governor if as a result of such appointment the number of Nominated Trustee Governors would equal or exceed one-fifth of the total number of Trustee Governors for the time being.

8.8 **Staff Trustee Governor**

8.8.1 Subject to Article 8.8.4, the Staff Trustee Governor shall be elected by the Teachers.

8.8.2 The Staff Trustee Governor must be a Teacher at the time when he or she is elected and, subject to that, the Board may determine any criteria relating to the eligibility of an individual to run for election as the Staff Trustee Governor.

8.8.3 The Board shall make (and may from time to time amend) rules in relation to the election of the Staff Trustee Governor which shall include provisions in relation to:

- (a) the nomination and seconding of candidates for appointment by one or more Teachers; and
- (b) the arrangements necessary in order to arrange for voting by secret ballot (which may include a ballot carried out by electronic means) where there is more than one candidate for appointment.

8.8.4 Where there is no more than one candidate for appointment, the candidate nominated and seconded in accordance with rules made pursuant to Article 8.8.3 shall be appointed by the Board without the requirement for a vote of the Teachers on a ballot.

8.9 Parent Trustee Governors

8.9.1 The Board shall from time to time determine the number of Parent Trustee Governors, subject to the maximum prescribed by Article 8.2.3.

8.9.2 Subject to Article 8.9.5, Parent Trustee Governors shall be elected by Parents.

8.9.3 A Parent Trustee Governor must be a Parent at the time when he or she is elected and, subject to that, the Board may determine any criteria relating to the eligibility of an individual to run for election as a Parent Trustee Governor.

8.9.4 The Board shall make (and may from time to time amend) rules in relation to the election of Parent Trustee Governors which shall include provisions in relation to:

- (a) the nomination and seconding of candidates for appointment by one or more Parents; and
- (b) the arrangements necessary in order to arrange for voting by secret ballot (which may include a ballot carried out by electronic means) where there are more candidates for appointment than vacancies.

8.9.5 Where the number of candidates for appointment equals or is less than the number of vacancies, the candidates nominated and seconded in accordance with rules made pursuant to Article 8.9.4 shall be appointed by the Board without the requirement for a vote of the Parents on a ballot.

8.9.6 A person shall not be appointed as a Parent Trustee Governor if as a result of such appointment the number of Trustee Governors who are Parents would equal or exceed one-third of the total number of Trustee Governors for the time being.

8.10 Headteacher Trustee Governor(s)

8.10.1 The person or persons from time to time acting as headteacher (or, as the case may be, co-headteacher) of the School shall be Headteacher Trustee Governor. If unwilling or unable to act as Headteacher Trustee Governor, a headteacher may:

- (a) before accepting the appointment as a Headteacher Trustee Governor, give notice in writing to the Board of his or her inability or unwillingness to act in that capacity; or

- (b) after accepting office as a Headteacher Trustee Governor, resign under the provisions in Article 8.11.5.

8.11 Term of office

- 8.11.1 The individuals holding office as Trustee Governors on the date of adoption of these Articles shall continue hold office on their existing terms.
- 8.11.2 Subject to Article 8.10.1 and 8.11.5 a Headteacher Trustee Governor shall hold office for such time as he or she is headteacher of the School.
- 8.11.3 Subject to Article 8.11.1 and Article 8.11.2, the normal term of office for a Trustee Governor shall be four years, provided that the Trustee Governors may determine that the Trustee Governor shall in fact retire at the end of a meeting of the Board held within six months of the end of the Trustee Governor's term of office.
- 8.11.4 After a Trustee Governor has served three consecutive terms in office, he or she shall be eligible for re-election only after a year has elapsed since he or she retired as Trustee Governor, unless the Board considers it would be in the best interests of the Charity for a Trustee Governor to be eligible for re-election on his or her retirement for such number of further terms as the Board shall resolve.
- 8.11.5 A Trustee Governor's term of office automatically terminates if he or she:
 - (a) is disqualified under the Charities Act 2011 from acting as a charity trustee or ceasing to hold office by virtue of any provision of the Act;
 - (b) has, in the written opinion of a registered medical practitioner who is treating that person, become physically or mentally incapable of acting as a Trustee Governor and may remain so for more than three months;
 - (c) is absent from two consecutive meetings of the Trustee Governors without the consent of the Trustee Governors and the Board resolves that his or her office be vacated;
 - (d) is removed as a Trustee Governor by the Members pursuant to the Act;
 - (e) resigns by written notice to the Trustee Governors (but only if at least three Trustee Governors will remain in office);
 - (f) becomes bankrupt, has an interim receiving order made against him or her, makes any arrangement or compounds with his or her creditors generally or applies to the court for an interim order in respect of a voluntary arrangement;
 - (g) is convicted of an offence and the Trustee Governors shall resolve that it is undesirable in the interests of the Charity that he or she remains a Trustee Governor of the Charity;
 - (h) is at any time considered to be unsuitable to have access to children, young persons or vulnerable adults and the Board resolves that his or her office be vacated;
 - (i) is disqualified in accordance with any rules made by the Board for the purpose of disqualifying a person from holding office as a Trustee Governor in circumstances considered by the Board to be material;

- (j) in the case of a Headteacher Trustee Governor, ceases to be headteacher of the School;
- (k) is removed by unanimous resolution of the other Trustee Governors; or
- (l) ceases to be a Member of the Charity.

8.11.6 A technical defect in the appointment of a Trustee Governor of which the Board is unaware at the time does not invalidate decisions taken at a meeting of the Board.

9 Proceedings of the Board

9.1 The Trustee Governors must hold at least three meetings of the Board each academic year. *Any Trustee Governor may call a meeting of the Board by giving notice of the meeting to the Trustee Governors or by authorising the Secretary to give such notice provided that:*

- 9.1.1 such notice must indicate the proposed date, time and location of the meeting and, if it is anticipated that Trustee Governors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other *during the meeting;*
- 9.1.2 such notice must be given to each Trustee Governor, but need not be in writing; and
- 9.1.3 such notice need not be given to Trustee Governors who waive their entitlement to notice of that meeting by giving notice to that effect to the Charity not more than seven days after the date on which the meeting is held (and where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it).

9.2 The Board may invite persons who are not Trustee Governors (including but not limited to a member of a committee, the bursar, any employee, any Pupil or Parent, any professional adviser, any expert of any kind or any person who may be disqualified from being a Trustee Governor under these Articles) to attend the whole or part of any meeting.

9.3 The quorum necessary at a meeting of the Board shall be determined by the Board and unless and until otherwise determined shall be five Trustee Governors provided that for any decision of the Trustee Governors to be quorate, a majority of the Trustee Governors present and voting must be Co-opted and/or Nominated Trustee Governors ("**Independent Trustee Governors**"). If the total number of Trustee Governors for the time being is less than the minimum number required by Article 8.2 or the quorum required, or at any meeting the Independent Trustee Governors do not form a majority, the Trustee Governors must not take any decision other than a decision to:

- 9.3.1 adjourn and re-convene the meeting in order to achieve a majority of Independent Trustee Governors; or
- 9.3.2 call a meeting to enable the Trustee Governors to co-opt further Trustee Governors; or
- 9.3.3 convene a general meeting and propose resolutions to be considered at such a meeting; or
- 9.3.4 preserve the assets of the Charity and the maintenance of the School as a going concern, including entering into any arrangement or compromise between the Charity and any creditors or any class of creditors; or

- 9.3.5 appoint an administrator, administrative or other receiver or a licensed insolvency practitioner in any other role relating to the Charity recognised by the relevant insolvency, company, property or charity legislation as from time to time in force, provided always that in all other respects, the provisions of these Articles in relation to the calling of meetings of the Board shall be complied with.
- 9.4 If within 30 minutes from the time appointed for the holding of a meeting of the Board a quorum is not present, the meeting will be adjourned to such other day and at such time as the Board may determine. If at such adjourned meeting a quorum is not present within 30 minutes from the time appointed for holding the meeting the Trustee Governors present shall be a quorum.
- 9.5 A meeting of the Board may be held either in person or by suitable electronic means agreed by the Trustee Governors in which all Trustee Governors may communicate with all the other Trustee Governors. If all the Trustee Governors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.
- 9.6 The chair of a meeting of the Board shall be:
- 9.6.1 the Chair; or
- 9.6.2 if he or she is not present within 15 minutes after the time appointed for the meeting to start or is unwilling to preside or has an Interest in a matter to be decided, the Vice-Chair of the Board; or
- 9.6.3 if he or she too is not present within 15 minutes after the time appointed for it to start or is unwilling to preside or has an Interest in a matter to be decided, a Trustee Governor chosen by the Trustee Governors present to chair the meeting.
- 9.7 Subject to Article 9.9.1, every decision of the Trustee Governors shall be by a simple majority of the votes cast at a meeting.
- 9.8 Every Trustee Governor has one vote on each issue except for the chair of the meeting, who in the event of an equality of votes has a second or casting vote (unless the chair of the meeting is in accordance with these Articles not to be counted as participating in the decision-making process for quorum or voting purposes).
- 9.9 **Decisions without a meeting**
- 9.9.1 The Trustee Governors may take a unanimous decision without holding a Trustee Governors' meeting by indicating to each other by any means, including without limitation by electronic means, that they share a common view on a matter. Such decision may, but need not, take the form of a resolution in writing, copies of which have been signed by each Trustee Governor or to which each Trustee Governor has otherwise indicated agreement in writing. A decision made in accordance with this Article 9.9.1 shall be as valid and effectual as if it has been passed at a meeting duly convened and held, provided the following conditions are complied with:
- (a) approval from each Trustee Governor must be received by the Chair, or if the Chair is unable or unwilling to do so, some other Trustee Governor nominated in advance by the Trustee Governors for that purpose **(Recipient)**;
- (b) following receipt of the response from all of the Trustee Governors, the Recipient shall communicate to all of the Trustee Governors by any means

whether the resolution has been formally approved by the Trustee Governors in accordance with this Article 9.9.1;

- (c) the date of the decision shall be the date of the communication from the Recipient confirming formal approval; and
- (d) the Recipient prepares a minute of the decision and circulates it to the Trustee Governors and the Secretary.

9.10 A procedural defect of which the Trustee Governors are unaware at the time does not invalidate decisions taken at a meeting.

10 Powers of Trustee Governors

10.1 The Trustee Governors have the following powers in the administration of the Charity:

- 10.1.1 at their absolute discretion, to appoint (and remove) any person (who may also be a Trustee Governor) or corporate entity to act as Secretary to the Charity in accordance with the Act and to appoint an assistant or deputy Secretary to act in place of the Secretary in his absence;
- 10.1.2 to appoint (and remove) a Chair and Vice-Chair from among their number to hold office for one year. Governors are eligible for re-appointment as Chair or Vice-Chair, provided that their term of office as Chair or Vice-Chair (as the case may be) may not extend beyond their term of office as Trustee Governor, as prescribed by Article 8.11;
- 10.1.3 to appoint a treasurer, patron and other honorary officers for such term as the Board see fit;
- 10.1.4 to make standing orders consistent with these Articles and the Act to govern proceedings at general meetings;
- 10.1.5 to make rules consistent with these Articles and the Act to govern proceedings at their meetings and at meetings of committees;
- 10.1.6 to make regulations consistent with these Articles and the Act to govern the administration of the Charity;
- 10.1.7 to make rules consistent with these Articles and the Act to govern the proceedings of elections for the Staff Trustee Governor and Parent Trustee Governors under Articles 8.8 and 8.9 respectively; and
- 10.1.8 to exercise any powers of the Charity which are not reserved to the Members in a general meeting.

10.2 The Board may by a simple majority resolution change the name of the Charity and / or the School.

11 Delegation

11.1 Subject to these Articles, the Board of Trustee Governors may delegate any of the powers conferred on it by these Articles to such person, by such means, to such an extent, in relation to such matters and on such terms of reference as the Board thinks fit and, if the Board so specifies, any such delegation may authorise further delegation of the Trustee Governors' powers by any person to whom such powers are delegated.

11.2 The Board may also delegate to any committee consisting of two or more Trustee Governors and, if the Board so determines, other individuals appointed by the Board any of its functions (including any powers or discretions) for such time and on such terms of reference as it thinks fit (including any requirement that a resolution of the committee shall not be effective unless a majority of those present when it is passed are Trustee Governors or it is ratified by the Board) provided that:

11.2.1 all proceedings of every committee must be reported promptly to the Trustee Governors; and

11.2.2 every committee must act in accordance with the terms of reference on which any function is delegated to it (but, subject to that, the proceedings of the committee will be governed by such of these Articles as regulate the proceedings of the Board so far as they are capable of applying except that unless otherwise stated the quorum for a committee meeting shall be not less than two Trustee Governors).

11.3 The Board may at any time revoke any delegation in whole or part or alter its terms.

12 Benefits to Trustee Governors

12.1 The income and property of the Charity must only be applied to promote the Objects and no part of that income or property may be paid, transferred or applied by way of Benefit to any Trustee Governor (either in his capacity as a Member or as a director and charity trustee of the Charity) except:

12.1.1 reasonable and proper premiums in respect of indemnity insurance provided in accordance with these Articles;

12.1.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) properly incurred in the management and administration of the Charity;

12.1.3 an indemnity in accordance with these Articles;

12.1.4 payment to any company in which a Trustee Governor has no more than a 1% shareholding; and

12.1.5 other payments or benefits permitted by charity law or with the prior consent of the Commission;

provided that the Trustee Governors must comply with the provisions of Articles 13, 14 and 15 (declaration of Interests and authorisation of Conflicts of Interest) in relation to any Benefit provided by the Charity to any Trustee Governor pursuant to this Article.

12.2 The income and property of the Charity must only be applied to promote the Objects and no part of that income or property may be paid, transferred or applied by way of Benefit to any Trustee Governor (either in his capacity as a Member or as a director and charity trustee of the Charity) except:

12.2.1 interest at a reasonable rate on money lent to the Charity;

12.2.2 a reasonable rent or hiring fee for property let or hired to the Charity;

12.2.3 any Benefit provided to a Trustee Governor in his or her capacity as a beneficiary of the Charity, including:

(a) the provision of education to any Pupil who is connected to a Trustee Governor on the same terms as any other Pupil who is not so connected; and

- (b) any payment or remission under a scholarship, exhibition, bursary, grant, prize or assisted place awarded to any Pupil who is connected to a Trustee Governor provided that the award is based upon a competitive assessment merit and / or financial resources;

12.2.4 in respect of the provision of goods or services in accordance with Article 12.4; and

12.2.5 any Benefit provided under a contract of employment between the Charity and a Staff Trustee Governor or Headteacher Trustee Governor;

provided that the Trustee Governors must comply with the provisions of Articles 13, 14 and 15 (declaration of Interests and authorisation of Conflicts of Interest) in relation to any Benefit provided by the Charity to any Trustee Governor pursuant to this Article.

12.3 For the avoidance of doubt, nothing in this Article 12 shall prevent the Charity, in furtherance of the Objects, from conferring a Benefit on another charity of which a Trustee Governor is a charity trustee or member, provided that it does not confer any Benefit on that Trustee Governor.

12.4 Any Trustee Governor may enter into a written contract with the Charity to supply goods or services to the Charity in return for a Benefit but only if:

12.4.1 the goods or services are actually required by the Charity;

12.4.2 the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services supplied;

12.4.3 the Trustee Governor has declared his or her Interest in accordance with Article 13 and the Trustee Governors have complied with the procedure in Article 15;

12.4.4 taking into account the number of Trustee Governors receiving a Benefit under a contract of employment pursuant to Article 12.2.5, no more than half of the Trustee Governors receive a Benefit under a contract for services in accordance with this Article 12.4 and/or a contract of employment in accordance with Article 12.2.5 in any financial year (and this provision will apply to a Trustee Governor if this Article 12.4 applies to a person who is Connected to that Trustee Governor);

12.4.5 the services supplied are not services supplied by the Trustee Governors in his or her capacity as a Trustee Governor; and

12.4.6 the services supplied are not services supplied by the Trustee Governor under a contract of employment;

provided that the Trustee Governors must comply with the provisions of Articles 13, 14 and 15 (declaration of Interests and authorisation of Conflicts of Interest) in relation to any Benefit provided by the Charity to any Trustee Governor pursuant to this Article.

12.5 A Trustee Governor shall not receive a Benefit from any Subsidiary Company except in accordance with Articles 12.1 and 12.2 (which apply as if references to the Charity were references to the Subsidiary Company and references to the Articles were to the articles of association of the Subsidiary Company).

12.6 In this Article, references to a Trustee Governor include references to any person who is Connected to that Trustee Governor.

12.7 This Article may not be amended without prior written consent of the Commission.

13 Declaration of Interests

- 13.1 Every Trustee Governor has a duty to declare to the Board of Trustee Governors the nature and extent of any Interest which he or she (or any Connected Person) has in any proposed or existing transaction or arrangement with the Charity or any situation or matter in relation to the Charity that is, or possibly may be, a Conflict of Interest.
- 13.2 In the case of any proposed transaction or arrangement with the Charity in which a Trustee Governor (or any Connected Person) is Interested, he or she must declare the nature and extent of the Interest to the Board before the Charity enters into the transaction or arrangement.
- 13.3 In the case of any existing transaction or arrangement that has been entered into by the Charity or any situation or matter in relation to the Charity in which a Trustee Governor (or any Connected Person) is Interested, he or she must declare the nature and extent of the Interest to the Board as soon as is reasonably practicable.
- 13.4 Any declaration must be made in accordance with the provisions of the Act:
- 13.4.1 at a meeting of the Board; or
 - 13.4.2 by notice in writing to the Board; or
 - 13.4.3 by general notice to the Board.
- 13.5 A Trustee Governor is not required to declare an Interest:
- 13.5.1 where the Trustee Governor is not aware of the Interest (but the Trustee Governor is treated as being aware of matters of which he or she ought reasonably to be aware); or
 - 13.5.2 where the Trustee Governor is not aware of the transaction or arrangement or situation or matter (but the Trustee Governor is treated as being aware of matters of which he or she ought reasonably to be aware); or
 - 13.5.3 if, or to the extent that, the other Trustee Governors are already aware of the Interest (or ought reasonably to be aware of the Interest).
- 13.6 The Charity may maintain a register of all of the Interests declared by the Trustee Governors in accordance with this Article. The Trustee Governors may prepare (and from time to time review) a policy in relation to the declaration and management of Conflicts of Interest.

14 Conflicts of Interest

- 14.1 Subject to Articles 14.2 and 15, a Trustee Governor has a duty under the Act to avoid a situation or matter (including a transaction or arrangement with the Charity) in which he or she has, or can have, a Conflict of Interest. This duty applies to the exploitation of any property, information or opportunity (and it is immaterial whether the Charity could take advantage of the property, information or opportunity).
- 14.2 Pursuant to section 181(3) of the Companies Act 2006, the duty referred to in Article 14.1 does not apply to a Conflict of Interest arising in relation to any situation or matter or any transaction or arrangement between the Charity and any Trustee Governor which is mentioned in Article 12.1 of these Articles.

15 Authorisation of Conflicts of Interest

- 15.1** The Board of Trustee Governors may authorise a transaction or arrangement or situation or matter in which a Trustee Governor (or any person Connected to that Trustee Governor) has, or may have, a Conflict of Interest provided that:
- 15.1.1** *the Conflict of Interest will not confer a Benefit on the Trustee Governor or any Connected Person at the expense of the Charity to an extent greater than that permitted by Article 12 of these Articles;*
 - 15.1.2** the Trustee Governors act in what they consider to be the best interests of the Charity; and
 - 15.1.3** the Trustee Governors comply with the procedures set out in this Article 15.
- 15.2** Whenever the Board must decide whether to give the authorisation in accordance with Article 15.1 the Trustee Governor concerned must:
- 15.2.1** declare the nature and extent of his or her Interest at the beginning of any meeting at which the authorisation is to be discussed (or, at the latest, before such discussion begins);
 - 15.2.2** withdraw from that part of the meeting at which the authorisation is to be discussed unless expressly invited to remain in order to provide information;
 - 15.2.3** not be counted in the quorum for that part of the meeting during which the authorisation is discussed;
 - 15.2.4** withdraw during the vote and have no vote on the authorisation for that part of the meeting; and
 - 15.2.5** not sign any written resolution in relation to the authorisation (except where required to do so to confirm a resolution of the other Trustee Governors).
- 15.3** The Trustee Governors may also exclude the relevant Trustee Governor from the receipt of information in relation to the relevant transaction, arrangement, situation or matter.
- 15.4** In giving any authorisation in accordance with Article 15.1 in relation to any transaction or arrangement or situation or matter in which a Trustee Governor (or any person Connected to that Trustee Governor) has, or may have, a Conflict of Interest and which will or may confer a Benefit on that Trustee Governor (or Connected Person), the Board must provide that the Trustee Governor concerned will:
- 15.4.1** *declare the nature and extent of his or her Interest at the beginning of any meeting at which the relevant transaction or arrangement or situation or matter is to be discussed (or, at the latest, before such discussion begins);*
 - 15.4.2** withdraw from that part of any meeting at which the relevant transaction or arrangement or situation or matter is to be discussed unless expressly invited to remain in order to provide information;
 - 15.4.3** not be counted in the quorum for that part of any meeting during which the relevant transaction or arrangement or situation or matter is discussed;
 - 15.4.4** withdraw during the vote and have no vote on the relevant transaction or arrangement or situation or matter at the relevant part of any meeting; and

- 15.4.5 not sign any written resolution in relation to the relevant transaction or arrangement or situation or matter (except where required to do so to confirm a resolution of the other Trustee Governors).
- 15.5 The Trustee Governors may also exclude the Trustee Governor concerned from the receipt of information in relation to the relevant transaction, arrangement, situation or matter.
- 15.6 In giving the authorisation under Article 15.1 in relation to a transaction or arrangement or situation or matter in which a Trustee Governor (or any person Connected to a Trustee Governor) has, or may have, a Conflict of Interest which will not confer a Benefit on that Trustee Governor (or Connected Person), the Board may (subject to such terms as they may impose from time to time and to their right to vary or terminate such authorisation) determine the manner in which they may be dealt with and, in doing so, the Trustee Governors must consider:
 - 15.6.1 whether the nature and extent of the interest in the relevant transaction or arrangement or situation or matter is reasonably likely to give rise to a Conflict of Interest;
 - 15.6.2 whether or not the Trustee Governor should withdraw from that part of any meeting at which the relevant transaction or arrangement or situation or matter is to be discussed unless expressly invited to remain in order to provide information;
 - 15.6.3 whether or not the Trustee Governors concerned should be excluded from the receipt of information in relation to the relevant transaction, arrangement, situation or matter;
 - 15.6.4 whether or not the Trustee Governor should be counted in the quorum for that part of any meeting during which the relevant transaction or arrangement or situation or matter is discussed; and
 - 15.6.5 whether or not the Trustee Governor should withdraw during the vote and have no vote on the relevant transaction or arrangement or situation or matter at the relevant part of any meeting.
- 15.7 Notwithstanding Article 15.4, the Board may authorise a Conflict of Interest under Article 15.1 and apply the procedure in Article 15.6 to any transaction, arrangement, situation or matter where:
 - 15.7.1 the Conflict of Interest arises solely as a consequence of any Pupil being Connected to a Trustee Governor; and
 - 15.7.2 the transaction, arrangement, situation, or matter will or may affect the provision of education to Pupils generally.

16 Records and accounts

- 16.1 The Board of Trustee Governors must comply with the requirements of the Act and of the Charities Act 2011 as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:
 - 16.1.1 annual reports;
 - 16.1.2 annual returns; and
 - 16.1.3 annual statements of account.
- 16.2 The Board must keep proper records of:

- 16.2.1 all proceedings at general meetings;
 - 16.2.2 all proceedings at meetings of the Board (including a record of all unanimous or majority decisions taken by the Trustee Governors for at least 10 years from the date of the decision recorded);
 - 16.2.3 all reports of committees; and
 - 16.2.4 all professional advice obtained.
- 16.3 Accounting records relating to the Charity must be made available for inspection by any Trustee Governor at any reasonable time during normal office hours.
- 16.4 A copy of the Charity's latest available statement of account must be supplied on request to any Trustee Governor, or to any other person who makes a written request and pays the Charity's reasonable costs, within two months of such request.
- 17 Notices**
- 17.1 Notices, documents, resolutions or information under these Articles may be sent or supplied to Trustee Governors by hand, or by post or by suitable electronic means.
- 17.2 A technical defect in the giving of notice of a meeting of which the Trustee Governors are unaware at the time does not invalidate decisions taken at that meeting.
- 17.3 The Charity may deliver a notice or other document to a Member by:
- 17.3.1 delivering it personally to the Member;
 - 17.3.2 post or hand delivery to the Member's address shown in the register of Members;
 - 17.3.3 electronic mail to an address notified by the Member in writing; or
 - 17.3.4 by means of a website in accordance with Articles 17.4 and 17.5.
- 17.4 Notices, resolutions, documents or information may be sent or supplied to Members by means of a website provided that a Member has consented to receive notices, resolutions, documents or information in that way. A Member will be deemed to have agreed to receive notices, resolutions, documents and information in this way where he or she has been asked individually by the Charity to agree to receive notices, resolutions, documents and information through a website and the Charity has not received a response within the period of 28 days beginning with the date on which the Charity's request was sent. A Member is not taken to have so agreed if the Charity's request did not state clearly what the effect of a failure to respond would be, or was sent less than 12 months after a previous request was made.
- 17.5 Where any notice, resolution, document or other information is to be sent or supplied by means of a website, a Member shall be notified in accordance with Articles 17.3.1, 17.3.2 or 17.3.3 of:
- 17.5.1 its presence on the website;
 - 17.5.2 the address of the website;
 - 17.5.3 the place on the website where it may be accessed; and
 - 17.5.4 how to access it.

- 17.6 Any notice, resolution, document or other information sent or supplied by means of a website shall be deemed to have been received by the Member when the notice, resolution, document or other information is first made available on the website or, if later, when the Member is deemed to have received the notification given under Article 17.5 in accordance with the relevant provisions of 17.7.
- 17.7 Subject to Article 17.6, any notice, resolution, document or other information sent or supplied to Members in accordance with these Articles is to be treated for all purposes as having been received:
- 17.7.1 24 hours after being sent by electronic means or delivered by hand to the relevant address;
- 17.7.2 two clear days after being sent by first class post to that address;
- 17.7.3 three clear days after being sent by second class or overseas post to that address;
- 17.7.4 on being handed to the Member (or, in the case of a member organisation, its authorised representative) personally; or, if earlier
- 17.7.5 as soon as the Member acknowledges actual receipt.

18 Indemnity

The Charity may indemnify any Trustee Governor, Auditor, Secretary or other officer of the Charity against any liability incurred by him or her in that capacity, to the extent permitted by the Act.

19 Dissolution

If upon the winding-up or dissolution of the Charity 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, but shall be given or transferred to some other charitable institution or institutions, having objects similar to the Objects.

20 Model articles

The model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) shall not apply to the Charity.

21 Interpretation

21.1 In these Articles:

the Act: means the Companies Act 2006 and any provisions of the Companies Act 1985 for the time being in force;

these Articles: means these articles of association;

Benefit: means any payment of money or the provision or other application of any other direct or indirect benefit in money or money's worth;

Board or Board of Trustee Governors: means the Board of Trustee Governors of the Charity who are the company directors and charity trustees of the Charity (and **Trustee Governor** means any one of them);

Chair: means the Chair of the Board appointed in accordance with Article 10.1.2;

Charity: means the company governed by these Articles;

charity trustee: has the meaning prescribed by section 177 of the Charities Act 2011;

clear day: means 24 hours from midnight following the relevant event;

Co-opted Trustee Governor: means a Trustee Governor appointed in accordance with Article 8.6;

Commission: means the Charity Commission for England and Wales;

Conflict of Interest: means any Interest of a Trustee Governor (or any person Connected to a Trustee Governor) that conflicts, or may conflict, with the interests of the Charity and includes a conflict of interest and duty and a conflict of duties;

Connected Person: means any person falling within one of the following categories:

- (a) any spouse or civil partner of a Trustee Governor;
- (b) any parent, child, brother, sister, grandparent or grandchild of a Trustee Governor who is financially dependent on such Trustee Governor or Member or on whom the Trustee Governor is financially dependent;
- (c) the spouse or civil partner of any person in (b);
- (d) any other person in a relationship with a Trustee Governor which may reasonably be regarded as equivalent to that of a spouse or civil partner; or
- (e) any company, LLP or partnership of which a Trustee Governor is a paid director, member, partner or employee or a holder of more than 1% of the share capital or capital; and

any person who is a Connected Person in relation to any Trustee Governor is referred to in these Articles as **Connected** to that Trustee Governor;

Interest: means any direct or indirect interest (and includes any interest a Trustee Governor or any person Connected to a Trustee Governor may have as a consequence of any duty he or she may owe to any other person) and where a Trustee Governor (or any person Connected to a Trustee Governor) has any such interest in any matter or situation or transaction or arrangement the Trustee Governor is **Interested** in it;

Headteacher Trustee Governor: means a Trustee Governor who is headteacher or co-headteacher of the School holding office in accordance with Article 8.10.

Local Authority: means the Hammersmith & Fulham Borough Council;

Member and Membership refer to the members of the Charity for the purposes of, and as defined by, the Act and their membership of the Charity;

Memorandum: means the Charity's memorandum of association;

month: means calendar month;

Nominated Trustee Governor: means a Trustee Governor appointed in accordance with Article 8.7;

Parent: means the parent or, as the case may be, legal guardian of a Pupil;

Parent Trustee Governor: means a Trustee Governor elected or appointed in accordance with Article 8.9;

Pupil: means a pupil at the School;

- **School:** means Parayhouse School and any other schools from time to time carried on by the Charity;

Secretary: means the secretary of the Charity or if no secretary has been appointed, the person to carry out the duties of the secretary of the Charity;

Staff Trustee Governor: means the Trustee Governor elected or appointed in accordance with Article 8.8;

Subsidiary Company: means any company in which the Charity holds:

- (a) more than 50% of the shares; or
- (b) more than 50% of the voting rights attached to the shares; or
- (c) the right to appoint one or more of the directors;

taxable trading: means carrying on a trade or business in such manner or on such a scale that some or all of the profits are subject to corporation tax;

Teacher: means a member of teaching staff employed by the Charity (and **Teachers** means all of the teaching staff from time to time);

written or in writing: refers to a legible document on paper (including a fax message) or in electronic form (including an email);

year: means calendar year.

21.2 Expressions defined in the Act have the same meaning.

21.3 References to an Act of Parliament are to the relevant Act as amended or re-enacted from time to time and to any subordinate legislation made under it.

CC03

Statement of compliance where amendment of articles restricted



Companies House

What this form is for
You may use this form to state that
the restrictions to change articles
have been observed.

What this form
You cannot use it
notifying a change
are not restricted

lease

.v.uk

1		Company details	
Company number	0	4	2 7 0 3 3 0
Company name in full	Parayhouse School		
			<p>→ Filing in this form Please complete in typescript or in bold black capitals.</p> <p>All fields are mandatory unless specified or indicated by *</p>

2	Statement of compliance ¹	
	The above company certifies that the amendment has been made in accordance with the company's articles and, where relevant, any applicable order of a court or other authority.	<p>1 Please note: This form must accompany the document making or evidencing the amendment.</p>

3	Signature	
	I am signing this form on behalf of the company.	
Signature	<p>Signature</p> <p><input checked="" type="checkbox"/> <i>Steve Hussey</i> <input checked="" type="checkbox"/></p>	<p>2 Societas Europaea If the form is being filed on behalf of a Societas Europaea (SE) please delete 'director' and insert details of which organ of the SE the person signing has membership.</p> <p>3 Person authorised Under either section 270 or 274 of the Companies Act 2006.</p>
	This form may be signed by: Director ² , Secretary, Person authorised ³ , Liquidator, Administrator, Administrative receiver, Receiver, Receiver manager, Charity Commission receiver and manager, CIC manager, Judicial factor.	

CC03

Statement of compliance where amendment of articles restricted

 **Presenter information**

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name **Kate Sherlock**

Company name **Veale Wasbrough Vizards**

Address **Narrow Quay House**

Narrow Quay

Post town **Bristol**

County/Region

Postcode

B	S	1	4	Q	A
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Country **England**

DX

Telephone

 **Checklist**

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- The company name and number match the information held on the public Register.
- You are also sending with this form the document making or evidencing the amendment.
- You have signed the form.

 **Important information**

Please note that all information on this form will appear on the public record.

 **Where to send**

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG.
DX 481 N.R. Belfast 1.

 **Further information**

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk