

Company No: 4296085

Charity No: 1091579

A COMPANY LIMITED BY GUARANTEE NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

of

THE PILGRIMS' SCHOOL

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COMPANIES ACTS 1985 TO 2006

A COMPANY LIMITED BY GUARANTEE NOT HAVING A SHARE CAPITAL

**ARTICLES OF ASSOCIATION
of
THE PILGRIMS' SCHOOL (the "Company")**

(adopted by special resolution passed on 8 December 2021)

1. Name

- 1.1. The Company's name is "THE PILGRIMS' SCHOOL".
- 1.2. The Company may, subject to the approval of Chapter, change its name by resolution of the Governing Body.

2. Registered office

The registered office of the Company is situated in England.

3. Objects

The Company's objects (the "Objects") are:

To promote and provide for the advancement of education in accordance with Christian principles and the advancement of the Christian religion in particular by operating the school known as The Pilgrims' School, Winchester and providing education and training for the Choristers.

4. Powers

In furtherance of the Objects but not further or otherwise the Company shall have the following powers:

- 4.1. To acquire by purchase or otherwise land buildings and (without limitation) other assets and liabilities for the purpose of operating a school and associated facilities and to enter into contracts, agreements, covenants, leases, licences and arrangements of all kinds in connection therewith and in particular, but without limitation of the generality of the foregoing, to take a grant or assignment of leasehold premises from Chapter and to acquire, whether by purchase or otherwise, fixtures, fittings, apparatus, equipment, supplies, stock consumables and materials of all kinds from Chapter or from any other persons, bodies or institutions.
- 4.2. To provide services of every description in relation to any property occupied, owned, held or managed by the Company and to maintain, repair, renew, redecorate, repaint, clean, construct, alter and add to any such property and to arrange for the supply to it of services and amenities and the maintenance of the same and the cultivation, laying out, maintenance, surfacing, repair, landscaping and planting of any sports pitches, play areas, land, gardens and grounds comprised in the same and to enter into contracts with builders, tenants, contractors

and others and to employ appropriate staff and managing or other agents whatsoever in relation thereto.

- 4.3. To equip, furnish and operate a school, educational facilities and recreational and sporting facilities connected therewith and to provide teaching and instruction to pupils together with physical, moral and religious training in accordance with the Christian religion and to provide musical education, especially for the Choristers.
- 4.4. To employ a headteacher, a Director of Finance and Resources, teachers, educational advisers, sports staff and grounds staff, caretakers, maintenance staff, cleaners, administrative, clerical, domestic and residential staff and such other staff as may be deemed fit by the Governing Body, to provide for the board and residence of any pupils, teachers and staff attached to the school and to engage, employ and make use of professional and other advisers, consultants, agents, contractors and the like.
- 4.5. To insure any property occupied, owned, held or managed by the Company or in which it has an interest against damage or destruction and such other risks as may be considered necessary, appropriate or desirable and to insure the Company against public liability and any other risks which it may consider prudent or desirable to insure against.
- 4.6. To establish and maintain capital reserves, management funds and any form of sinking fund in order to pay or contribute towards all fees, costs, charges, rents, duties, levies, taxes and other expenses incurred in the implementation of the Company's objects.
- 4.7. To fund and award scholarships, prizes, bursaries and educational funds of all kinds in relation to musical studies, musical excellence, sporting activities and educational studies, activities and endeavours of all kinds.
- 4.8. To create, develop, promote, maintain and operate rehearsal rooms, theatres, changing rooms, classrooms, tuition facilities, educational facilities, resource centres, libraries, historic record centres, archives, museums, display areas, galleries, communications facilities, television, recording, video, sound and multimedia broadcasting and recording studios and associated facilities.
- 4.9. To operate, organise, promote and host training courses, day schools, study days, lectures, seminars, classes, educational events, rehearsals, concerts, recitals, performances, events, talks, exhibitions and displays and to provide access to the same to lecturers, teachers, tutors, artists, musicians, actors, performers, dancers, postgraduates, students, schoolchildren and the general public.
- 4.10. To facilitate research and development in all aspects of education and music and to publish and make publicly available the results of such research and development.
- 4.11. To arrange, promote and host examinations and assessments and to encourage the achievement of musical, artistic and educational excellence and recognised quality, educational, vocational and achievement standards.
- 4.12. To raise funds and to invite and receive contributions from any person or persons whatsoever by way of subscription, donation or otherwise provided that this shall be without prejudice to the ability of the Company to disclaim any gift, legacy or bequest in whole or in part in such circumstances as the Company may think fit and provided also that the Company shall not undertake any permanent trading activities in raising funds for the above-mentioned charitable objects.
- 4.13. To lend money to and to take security for such loans from and to guarantee and become or give security for the performance of contracts and obligations by any charitable organisation or body.

- 4.14. To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, and other negotiable, transferable, or mercantile instruments.
- 4.15. To subscribe for either absolutely or conditionally or otherwise acquire and hold shares, stocks, debentures, debenture stock or other securities or obligations of any other company.
- 4.16. To invest the moneys of the Company not immediately required for the furtherance of its objects in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may, for the time being, be imposed or required by law.
- 4.17. To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any options, rights or privileges and to construct, maintain and alter any buildings or erections which the Company may think necessary for the promotion of the Objects.
- 4.18. Subject to any restrictions imposed by law, to exchange, sell, let, mortgage, charge, dispose of or turn to account or otherwise deal with all or any of the property or assets of the Company.
- 4.19. Subject to any restrictions imposed by law, to borrow or raise money for the purposes of the Company and to issue debentures, debenture stock and other securities, whether outright or as security for any debt, liability or obligation of the Company or of any charitable organisation or body.
- 4.20. Subject to Articles 5 and 11.1.9 to engage and employ staff of all kinds and to engage, employ and make use of professional and other advisers, consultants, agents, contractors and the like.
- 4.21. 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.
- 4.22. To provide indemnity insurance to cover the liability of the members of the Governing Body (or any of them) which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Company: Provided that any such insurance shall not extend to any claim arising from any act or omission which the members of the Governing Body (or any of them) knew to be a breach of trust or breach of duty or which was committed by the members of the Governing Body (or any of them) in reckless disregard of whether it was a breach of trust or breach of duty or not.
- 4.23. To subscribe to, become a member of, or amalgamate or co-operate with any other charitable organisation, institution, society or body not formed or established for purposes of profit (whether incorporated or not and whether in Great Britain or Northern Ireland or elsewhere) whose objects are wholly or in part similar to those of the Company and which by its constitution prohibits the distribution of its income and property amongst its members to an extent at least as great as is imposed on the Company under or by virtue of Article 5 and to purchase or otherwise acquire and undertake all or such part of the property, assets, liabilities and engagements as may lawfully be acquired or undertaken by the Company of any such charitable organisation, institution, society or body.
- 4.24. To establish and support or aid the establishment and support of any charitable trusts, associations or institutions and to subscribe or guarantee money for charitable purposes in any way connected with or calculated to further any of the objects of the Company.

- 4.25. To do all or any of the things hereinbefore authorised either alone or in conjunction with any other charitable organisation, institution, society or body with which this Company is authorised to amalgamate.
- 4.26. To do all such other lawful things as are necessary for the attainment of the Objects or any of them.

5. Application of income and property

- 5.1. The income and property of the Company shall be applied solely towards the promotion of the Objects.
- 5.2. Subject to the remaining provisions of this Article, none of the income or property of the Company shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to the member of the Company, and no member of its Governing Body shall be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or money's worth at the expense of the Company.
- 5.3. Nothing in these Articles shall prevent any payment in good faith by the Company:
- 5.3.1. of reasonable and proper remuneration to any member, officer or servant of the Company (not being a member of its Governing Body) for any services rendered to the Company; and
 - 5.3.2. of interest on money lent by Chapter or by any member of the Governing Body at a reasonable and proper rate per annum not exceeding 2 per cent less than the published base lending rate of a clearing bank to be selected by the Governing Body; and
 - 5.3.3. of reasonable and proper rent for premises demised or let by Chapter or by any member of the Governing Body; and
 - 5.3.4. of fees, remuneration or other benefit in money or money's worth to any company of which a member of the Governing Body may also be a member holding not more than 1/100th part of the capital of that company; and
 - 5.3.5. to any member of the Governing Body of reasonable out-of-pocket expenses; and
 - 5.3.6. of any premium in respect of any such indemnity insurance as is permitted by Article 4.22; and
 - 5.3.7. of the usual professional charges for any professional work undertaken by any member of the Governing Body who is a solicitor, accountant or is engaged in any other profession, or by any partner of his or her, when instructed by the Company to act in a professional capacity on its behalf PROVIDED THAT at no time shall a majority of members of the Governing Body benefit under this provision and that a member of the Governing Body shall withdraw from the meeting at which his or her appointment or remuneration, or that of any partner of his or her, is under discussion.
 - 5.3.8. of Chorister or Quirister benefits or bursary assistance to a child of any member of the Governing Body on the same terms as such benefits or assistance are made available to other Choristers or Quiristers PROVIDED THAT at no time shall a majority of the members of the Governing Body benefit under this clause and that a member of the Governing Body shall withdraw from any meeting at which the award of such benefit or assistance to his or her child is under discussion.

6. Liability of charity member

The liability of the Cathedral, as the only member, is limited.

7. Members

- 7.1. The Company shall have one member, which shall be the Cathedral.
- 7.2. Membership of the Company shall not be transferable.
- 7.3. The Dean of Winchester shall for the purposes of the Articles be deemed to be the duly authorised representative of the Cathedral and to be able to give on its behalf any consents or notices required by the Articles.

8. The Governing Body

- 8.1. The maximum number of the members of the Governing Body shall be fourteen and the minimum number of members of the Governing Body shall be six.
- 8.2. The Residentiary Canon responsible for education and the Canon Precentor for the time being of Winchester Cathedral shall be ex officio members of the Governing Body.
- 8.3. If and so long as Quiristers are being educated at The Pilgrims' School the Warden and Fellows of Winchester College may, by notice to the Company, appoint not more than two persons willing to act as members of the Governing Body and may, in like manner, fill vacancies arising amongst their appointees or remove any members of the Governing Body so appointed and appoint some other person in his or her place. Members of the Governing Body appointed pursuant to this Article shall be appointed for a term of five years or such shorter term as the Warden and Fellows may determine.
- 8.4. Chapter may appoint not more than three persons (in accordance with the Terms of Reference of the Governance and Nominations Committee) who are willing to act as members of the Governing Body and may, in like manner, fill vacancies arising amongst their appointees or remove any member of the Governing Body so appointed and appoint some other person in his or her place. Members of the Governing Body appointed pursuant to this Article shall be appointed for a term of five years or such shorter term as Chapter may determine.
- 8.5. The Governing Body may, by resolution at any meeting of the Governing Body, appoint not more than seven persons (in accordance with the Terms of Reference of the Governance and Nominations Committee) who are willing to act as members of the Governing Body and may, in like manner, fill vacancies arising amongst their appointees or remove any member of the Governing Body so appointed and appoint some other person in his or her place. Members of the Governing Body appointed pursuant to this Article shall be appointed for a term of five years or such shorter term as the Governing Body may determine.
- 8.6. Those individuals who are members of the Governing Body at the date of the adoption of these Articles and whose details have been filed with Companies House shall continue to be members of the Governing Body until their respective terms of office shall expire, and, subject to Article 8.7, shall be eligible to be appointed for a further term or terms.
- 8.7. Save in the case of the ex officio members of the Governing Body, no member of the Governing Body shall normally serve for more than two consecutive terms of office, or, for more than a period of 10 years. In exceptional circumstances and for a specific reason approved by the Governing Body, the Governing Body may resolve by a 75% majority of the whole Governing Body that a member of the Governing Body be reappointed for one further term of five years or such shorter term as the Governing Body may determine.

- 8.8. When selecting individuals for appointment as members of the Governing Body, Winchester College, Chapter and the Governing Body shall have regard to the skills, knowledge and experience needed for the effective governance of the Company. Winchester College and Chapter shall consult with the Governance and Nominations Committee prior to exercising their respective powers of appointment under the Articles.
- 8.9. The Residentiary Canon responsible for education shall be responsible for:
- 8.9.1. communicating to the Governing Body Chapter's calling vision and values; and
 - 8.9.2. liaising with Chapter on matters concerning the School.
- 8.10. Written notice of any appointment or removal or automatic cessation of office of a member of the Governing Body, pursuant to Articles 8.3, 8.4 or 8.5 above, shall be served on the Company at its registered office as soon as practicable. An appointment or removal shall take effect immediately upon such service.
- 8.11. Members of the Governing Body shall not be paid any fees, remuneration or salary or receive any other benefit in money or money's worth save that which is permitted by Article 5.

9. Removal of members of the Governing Body

A member of the Governing Body shall cease to hold office if:

- 9.1. he or she is removed by the Governing Body, acting by a majority, if the Governing Body is of the opinion, in its absolute discretion, that it is in the best interests of the Company that his or her membership of the Governing Body is terminated; or
- 9.2. is absent without the permission of the Governing Body from three consecutive meetings of the Governing Body and the Governing Body resolve that his or her office be vacated.

10. Termination of office

A member of the Governing Body's term of office automatically terminates if:

- 10.1. The person in question becomes prohibited from being a member of the Governing Body by reason of Section 178 of the Charities Act 2011 or any order made under any provision of the Act or any other statute or otherwise becomes prohibited by law from being a member of the Governing Body; or
- 10.2. a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a member of the Governing Body; or
- 10.3. he or she resigns his or her office by notice in writing to the Company (but only if, pursuant to Article 12.2, those members of the Governing Body who remain in office when the notice of resignation takes effect constitute a quorum).

11. Powers of the Governing Body

- 11.1. The Governing Body shall obtain consent in writing of Chapter before undertaking any of the following activities: -
 - 11.1.1. Borrowing money on behalf of the Company a sum or sums outstanding at any given time in excess of 25% (twenty-five per cent) of the annual fee income of the Company in respect of school fees payable to the Company, such annual fee income to be measured in respect of the latest completed academic year.

- 11.1.2. Any fundraising activities (other than within the ordinary activities of the School).
- 11.1.3. Any alteration to the status of the School as a boys' preparatory school.
- 11.1.4. Any alteration to the arrangements for the education of the Choristers.
- 11.1.5. Any material change in the mix of day and boarding pupils at the School.
- 11.1.6. Any material change in the total number of pupils at the School.
- 11.1.7. Any matter relating to planning in respect of the land or buildings owned, occupied, used or managed by the Company for use in connection with the School.
- 11.1.8. Any change in or addition to the premises occupied by the School.
- 11.1.9. Appointing a Chair for the Governing Body.
- 11.1.10. Appointing a headteacher or the Director of Finance and Resources of the School.
- 11.2. In the event of any question over what is a 'material' change, as described in Article 11.1.5 and 11.1.6 above, or whether any matter relates to planning, as described in Article 11.1.7, the Chair of the Governing Body shall make a conclusive determination.
- 11.3. No person dealing with the Company shall be concerned to see or enquire as to whether any requisite consent of Chapter has been obtained and any restriction imposed on the Governing Body by these Articles shall be subject to the provisions of the Act.
- 11.4. The business of the Company shall be managed by the Governing Body, who may exercise all the powers of the Company and do on behalf of the Company all such acts as may be exercised and done by the Company unless they are subject to any restrictions imposed by the Statutes, the Articles or any direction given by special resolution of the member. No alterations to the 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.
- 11.5. A meeting of the Governing Body at which a quorum is present may exercise all the powers exercisable by the Governing Body.

12. Proceedings of the Governing Body

- 12.1. The Governing Body shall meet together at least three times a year for the despatch of business, adjourn, and otherwise regulate their meetings, as they think fit. Questions arising at any meeting shall be decided by a majority of votes. In the case of an equality of votes the Chair shall have a second or casting vote. A member of the Governing Body may, and the Secretary on the requisition of a member of the Governing Body shall, at any time summon a meeting of the Governing Body. It shall not be necessary to give notice of a meeting of the Governing Body to any member of the Governing Body for the time being absent from the United Kingdom.
- 12.2. The quorum necessary for the transaction of the business of the Governing Body shall be six.
- 12.3. The Governing Body may act notwithstanding any vacancies, but, if and so long as their number is reduced below the number fixed by or pursuant to the Articles as the necessary quorum of members of the Governing Body, the continuing members or member of the Governing Body may act for the purpose of increasing the number of members of the Governing Body to that number but for no other purpose.

- 12.4. The members of the Governing Body shall, subject to the approval of Chapter, appoint a Chair from among their number. Members of the Governing Body appointed pursuant to Article 8.3 and those members who are also members of Chapter shall be ineligible for appointment as Chair. The person appointed as Chair shall be supportive of the School's Christian ethos and would preferably be a practising Christian. The Chair shall chair all meetings of the Governing Body.
- 12.5. The Chair shall serve for a term not exceeding five years and may be reappointed for a further term not exceeding five years if the Governing Body acting by a 75% majority so resolve.
- 12.6. If a Vice-Chair is appointed pursuant to Article 15.1, he or she shall undertake such functions and exercise such powers as the Chair shall from time to time determine, and, in the absence of the Chair, the Vice-Chair shall chair meetings of the Governing Body. If at any meeting neither the Chair nor the Vice-Chair are present within five minutes after the time appointed for holding the same, the members of the Governing Body present may choose one of their number to be chair of the meeting.
- 12.7. The Governing Body may invite such persons as it thinks fit to attend any meeting of the Governing Body as observers or advisors provided always that no person so invited shall have any power to vote on any matter at such a meeting and may speak only when invited to do so by the chair of the meeting.
- 12.8. The headteacher and the Director of Finance and Resources shall be entitled to attend all meetings of the Governing Body except where the chair of the meeting shall deem it appropriate that they should be excluded because of the nature of the business.
- 12.9. Instead of taking a decision at a meeting of the Governing Body, a decision of the Governing Body can be taken when all eligible members of the Governing Body indicate to each other by any means that they share a common view on a matter provided that the eligible members of the Governing Body taking such a decision would have formed a quorum had a meeting of the Governing Body been held. Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible member of the Governing Body or to which each eligible member of the Governing Body has otherwise indicated agreement in writing (including email). Otherwise, such a decision must be recorded in writing and signed by the chair to confirm that agreement of all eligible members of the Governing Body has been obtained. References in this Article to 'eligible members of the Governing Body' are to members of the Governing Body who would have been entitled to vote on the matter had it been proposed as a resolution at a Governing Body meeting.
- 12.10. Members of the Governing Body and members of any committee may participate in or hold a meeting of the Governing Body or any committee (as the case may be) by means of telephone, televisual, electronic or virtual communications so that all persons participating in the meeting can be identified by the chair and can understand and communicate with each other simultaneously. Participation by such means shall be deemed to constitute presence in person and business so transacted shall be effective for all purposes as that of a meeting of the Governing Body or a committee (as the case may be) duly convened and held with such persons physically present.

13. Committees

- 13.1. The Governing Body may delegate any of its powers to any committee consisting of two or more individuals appointed by it (but at least one member of every such committee must be a member of the Governing Body). Any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Governing Body and shall fully and promptly report all acts and proceedings to the Governing Body as soon as is reasonably practicable.

- 13.2. The chair of any committee may be appointed by the Governing Body or, if the Governing Body so directs, shall be appointed by the committee. If no such chair is appointed, or if at any meeting the chair is not present within five minutes after the time appointed for holding the same, the members present may choose one of their number to be chair of the meeting.
- 13.3. A committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the members present, and in the case of an equality of votes the chair shall have a second or casting vote.

14. Saving provisions

All acts done by any meeting of the Governing Body or of a committee of the Governing Body, or by any person acting as a member of the Governing Body, shall notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such member of the Governing Body or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a member of the Governing Body.

15. Officers

The Governing Body: -

- 15.1. may by resolution appoint from amongst the members of the Governing Body a Vice-Chair of the Governing Body. Members of the Governing Body appointed pursuant to Article 8.3 and those members who are also members of Chapter shall be ineligible for appointment as Vice-Chair. The Vice-Chair shall serve for a term not exceeding five years and shall be eligible to be appointed for a further term not exceeding five years if the Governing Body acting by a 75% majority so resolve.
- 15.2. may appoint a Secretary. If no Secretary is appointed the duties of the Secretary shall be carried out by one of the members of the Governing Body or such other person as is duly appointed by the Governing Body to carry out those duties and any such appointment may be made upon such terms as the Governing Body determines and the Governing Body may dismiss any officer so appointed.

16. Visitor

- 16.1. The Dean of Winchester shall be the Visitor of the Company. The Visitor shall not be a member of the Governing Body.
- 16.2. The role of the Visitor is to support the School, the headteacher and the Chair, to strengthen the relationship between the School and the Cathedral and to promote the School's Christian foundation. This will include:
- 16.2.1. attending and participating in events organised by the School;
- 16.2.2. leading religious services organised by the School; and
- 16.2.3. hosting events for the School in the Cathedral and elsewhere;
- as and when invited to do so by the Governing Body.

17. Conflict of interest

- 17.1. A member of the Governing Body must declare the nature and extent of any interest direct or indirect, whether personal or by virtue of a duty of loyalty or otherwise, which that member of the Governing Body has in a proposed transaction or arrangement with the Company

before that transaction or arrangement is entered into or which the member of the Governing Body has in any existing transaction or arrangement already entered into by the Company which has not been previously declared. That member of the Governing Body shall:

- 17.1.1. provide sufficient information to the other members of the Governing Body to enable them to properly debate the matter;
 - 17.1.2. be absent from that part of the meeting at which the matter is discussed;
 - 17.1.3. shall not be counted in the quorum for that part of the meeting; and
 - 17.1.4. shall have no vote on the matter.
- 17.2. In accordance with the requirements set out in Articles 17.3 to 17.5.2 inclusive, the Governing Body may authorise any matter proposed to them by any member of the Governing Body which would, if not authorised, constitute a breach of the duty to avoid conflicts of interests under section 175 of the Act ('Conflict').
- 17.3. Any authorisation under Article 17.2 will be effective only if:
- 17.3.1. the matter in question shall have been proposed by any member of the Governing Body for consideration at a meeting of the Governing Body in the same way that any other matter may be proposed to the Governing Body under the provisions of these Articles or in such other manner as the Governing Body may determine;
 - 17.3.2. any requirement as to the quorum at the meeting of the Governing Body at which the matter is considered is met without counting the member of the Governing Body in question and the member of the Governing Body concerned shall be absent from that part of the meeting at which the matter is discussed;
 - 17.3.3. the matter was agreed to without his or her voting or would have been agreed to if his or her vote had not been counted; and
 - 17.3.4. the Governing Body, other than the member of the Governing Body concerned, consider that it is in the interests of the Company to authorise the Conflict.
- 17.4. Any authorisation of a Conflict under Article 17.2 may (whether at the time of giving the authorisation or subsequently):
- 17.4.1. extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the Conflict so authorised;
 - 17.4.2. be subject to such terms and for such duration, or impose such limits or conditions as the Governing Body may in their absolute discretion determine; and
 - 17.4.3. be terminated or varied by the Governing Body at any time. This will not affect anything done by the member of the Governing Body prior to such termination or variation in accordance with the terms of the authorisation.
- 17.5. Where the Governing Body authorises a Conflict it may decide (whether at the time of giving the authorisation or subsequently) that if a member of the Governing Body has obtained any information through his or her involvement in the Conflict otherwise than as a member of the Governing Body of the Company and in respect of which he or she owes a duty of confidentiality to another person the member of the Governing Body is under no obligation to:

- 17.5.1. disclose such information to the Governing Body or to any member of the Governing Body or other officer or employee of the Company; nor
- 17.5.2. use or apply any such information in performing his or her duties as a member of the Governing Body, where to do so would amount to a breach of that confidence.
- 17.6. Where the Governing Body has authorised a Conflict, then:
 - 17.6.1. the member of the Governing Body will be obliged to conduct himself or herself in accordance with any terms imposed by the Governing Body in relation to the Conflict;
 - 17.6.2. the member of the Governing Body will not infringe any duty he or she owes to the Company by virtue of sections 171 to 177 of the Act provided he or she acts in accordance with such terms, limits and conditions (if any) as the Governing Body impose in respect of its authorisation; and
 - 17.6.3. neither the member of the Governing Body nor any Connected Person may receive any direct or indirect benefit as a result of the authorised Conflict other than a benefit which is authorised under Article 5..

18. Records, accounts and minutes

- 18.1. The Governing Body shall ensure that minutes are kept for a minimum of ten years (or such other period as the Statutes require):
 - 18.1.1. of all appointments of officers made by the Governing Body; and
 - 18.1.2. of all proceedings at meetings of the Company and of the Governing Body and of committees of the Governing Body including the names of those present at such meetings.
- 18.2. Accounting records sufficient to show and explain the transactions and assets and liabilities of the Company and otherwise complying with the Statutes shall be kept at the office or such other place within the United Kingdom as the Governing Body thinks fit.
- 18.3. The Governing Body shall comply with their obligations under the Charities Act 2011 with regard to the preparation of an annual report and an annual return and their transmission to the Charity Commission.
- 18.4. The accounting records shall always be open to the inspection of the officers of the Company and by the member of the Company.
- 18.5. The Governing Body shall comply with their obligations under the Charities Act 2011 and the Statutes with regard to the independent examination or audit of accounts and if required by the Statutes shall appoint an Auditor whose duties shall be regulated in accordance with the Charities Act 2011 or the Statutes.

19. Bank accounts

Any bank account in which any part of the assets of the Company is deposited shall indicate the name of the Company.

20. Notices

A notice may be given by the Company to the Cathedral, as the only member, by sending it to the address within the United Kingdom supplied by the Chapter to the Company. Where a

notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice, and to have been effected in the case of a notice of a meeting at the expiration of 24 hours after the letter containing the same is posted, and in any other case at the time at which the letter would be delivered in the ordinary course of post. Where a notice is sent by electronic means, service shall be deemed to be effected, if properly addressed, at the expiration of 24 hours after the notice was sent.

21. Indemnity

- 21.1. Subject to the provisions of the Statutes but without prejudice to any indemnity to which a member of the Governing Body may otherwise be entitled every member of the Governing Body or other officer of the Company may be indemnified out of the assets of the Company against any liability incurred by him or her in defending any proceedings, whether civil or criminal, in which judgment is given in his or her favour or in which he or she is acquitted or in connection with any application in which relief is granted to him or her by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company, and against all costs, charges, losses, expenses or liabilities incurred by him or her in the execution and discharge of his or her duties or in relation thereto.
- 21.2. The members of the Governing Body shall have power to purchase and maintain for any member of the Governing Body such insurance as is permitted by Article 4.22.

22. Dissolution

- 22.1. The Cathedral undertakes to contribute such amount as may be required (not exceeding £1) to the Company's assets if it should be wound up for payment of the Company's debts and liabilities and of the costs, charges and expenses of winding up.
- 22.2. If upon the winding-up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever the same shall be given or transferred to the Cathedral and if and so far as effect cannot be given to such provision, then to some other charitable object.

23. Interpretation

- 23.1. In these Articles:

<i>the Act</i>	means the Companies Act, 2006, but so that any reference to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of the provision for the time being in force;
<i>the Articles</i>	means the Articles of Association of the Company;
<i>Auditor</i>	means a person appointed to conduct an examination and verification of the Company's accounts and includes a reporting accountant appointed in accordance with the Statutes;
<i>the Cathedral</i>	means the corporation of Winchester Cathedral;
<i>the Chair</i>	means the chair of the Governing Body appointed from time to time pursuant to Article 12.4;

<i>Chapter</i>	means the Chapter of Winchester Cathedral as constituted under the Constitution and Statutes of Winchester Cathedral;
<i>Choristers</i>	means boys who have been selected to sing in the choir of Winchester Cathedral;
<i>the Company</i>	means The Pilgrims' School, a charity registered with the Charity Commission (charity number 1091579);
<i>Connected Person</i>	means a person connected with a member of the Governing Body as set out in section 118 of the Charities Act 2011;
<i>the Governing Body</i>	means the board of directors of the Company;
<i>Model Articles</i>	means the model articles for private companies limited by guarantee contained in Schedule 2 of The Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles;
<i>Quiristers</i>	means boys who have been selected to sing in the Chapel Choir of Winchester College;
<i>the School</i>	means the School operated by the Company and known as "The Pilgrims' School";
<i>the Seal</i>	means the common seal of the Company;
<i>Secretary</i>	means any person appointed to perform the duties of the secretary of the Company;
<i>the Statutes</i>	means the Companies Acts and every other statute, statutory instrument, regulation or order for the time being in force concerning companies registered under the Companies Acts;
<i>the United Kingdom</i>	means Great Britain and Northern Ireland.

- 23.2. Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography, and other modes of representing or reproducing words in a visible form.
- 23.3. Any reference to:
- 23.3.1. a statute or statutory provision includes a reference to the statute or statutory provision as modified or re-enacted or both from time to time, and to any subordinate legislation made under it;
 - 23.3.2. the singular includes the plural and vice versa and the masculine includes the feminine and the neuter genders and vice versa; and
 - 23.3.3. a person includes natural persons, firms, partnerships, companies, corporations, associations, organisations, governments, states, government or state agencies, local authorities, public bodies, foundations and trusts (in each case whether or not having separate legal personality);

- 23.4. Subject to the preceding provisions of this article and unless the context requires otherwise, words or expressions defined in the Statutes (but excluding any statutory modification thereof not in force on the date on which these Articles become binding on the Company) shall bear the same meaning in the Articles.
- 23.5. The Model Articles shall not apply to the Company and are hereby excluded in their entirety.