

2020052

THE COMPANIES ACTS 1985 TO 1989

COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION OF

ST. GEORGE'S SCHOOL WINDSOR

TUESDAY



A55 17/05/2011 124
COMPANIES HOUSE

1 The name of the Company (hereinafter called "the Trust") is **ST. GEORGE'S SCHOOL WINDSOR**

2 The registered office of the Trust will be situate in England

3 The Trust is established to promote and provide for the advancement of education of children in the United Kingdom and elsewhere and in pursuance of this object but not further or otherwise the Trust shall have the following powers

- (A) To acquire carry on conduct and develop the school undertaking of St George's School, Windsor Castle, Windsor, Berkshire and to acquire any premises for the purpose of carrying on such undertaking
- (B) To acquire carry on conduct and develop any other school or schools for the education of children of either sex or both sexes and whether as day schools or boarding schools or as both day and boarding schools
- (C) To provide all appropriate books and equipment and other accommodation for teachers and students at any school owned by the Trust
- (D) To offer scholarships, exhibitions, prizes and rewards and to make grants and allowances to students or prospective students at any school owned by the Trust
- (E) To offer scholarships and exhibitions and to make grants and allowances to any students or past student of any school owned by the Trust for purpose of proceeding to any university or other educational establishment
- (F) To make grants and allowances to any person engaged in than teaching profession for the purpose of training at any university or other educational establishment or attending any other training course whatsoever
- (G) To provide playing fields, games courts, recreation grounds and buildings, swimming baths and other accommodation in connection with sports, games and recreational activities of all kinds at any school owned by the Trust
- (H) To provide facilities for recreation and other leisure time occupation for children in the interest of their social welfare within the meaning of the Recreational Charities Act 1958 as therein limited
- (I) To take such steps by personal or written appeals public meetings or otherwise as may from time to time be deemed expedient for the purpose of procuring contributions to the funds of the Trust in the shape of donations annual subscriptions or otherwise Provided that the Trust shall not undertake any permanent trading activities in raising funds for its primary charitable object
- (J) To print and publish any newspapers, magazines, periodicals, books or leaflets for the promotion of the object of the Trust

- (K) To carry on farming, dairy and poultry farming, stock breeding, market gardening, fruit farming and nurseries on any property of the Trust for the purpose of providing and supplying any school or schools of the Trust
- (L) To act as Trustees, Governors or managers of any real or personal property given or hold upon trust for charitable educational purposes
- (M) To accept, gifts of any real or personal property for the general purposes of the Trust or for any particular purpose thereof
- (N) To hold any securities or shares of, and to manage and conduct, any corporation or company which carries on or intends to carry on any such school or schools as aforesaid
- (O) To promote any charitable company or companies for the purpose of carrying on any school or schools
- (P) To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges which are necessary for the promotion of the object of the Trust, and to construct, maintain and alter any buildings or building works necessary for the work of the Trust
- (Q) Subject to such consents as may be required in law to sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Trust as may be thought necessary with a view to the promotion of its object
- (R) Subject to such consents as may be required by law to borrow or raise money for the purposes of the Trust on such terms and on such security (if any) as may be thought fit and in particular by the issue of debentures or debenture stock charged upon all or any of the Trust's property
- (S) To invest the moneys of the Trust not immediately required for the purposes in or upon such investments, securities or property as may be thought fit, but subject nevertheless to such conditions (if any) and with such sanction (if any) as may for the time being be imposed or required by law and subject also hereinafter provided
- (T) To borrow and raise money in such manner as the Company shall think fit and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of the Company's property or assets (whether present or future) and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it
- (U) To amalgamate, affiliate or co-operate with and subscribe to any charity having educational objects and to purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagements of any such charity

PROVIDED that the Trust shall not amalgamate, affiliate with or subscribe to any association, society or corporation which shall not prohibit the distribution of its income and property among its members to an extent at least as great as is imposed on the Trust under or by virtue of Clause 4 hereof
- (V) To make all reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees or former employees and their widows and other dependants
- (W) To do all such other lawful things as are necessary to the attainment of the object of the Trust

PROVIDED that,-

- (i) In case the Trust shall take or hold any property which may be subject to any trusts, the Trust shall only deal with or invest the same in manner as allowed by law, having regard to such trusts
- (ii) The object of the Trust shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers
- (iii) In case the Trust shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales the Trust shall not sell, mortgage, charge or lease the same without such authority, approval or consent as may be required by law, and as regards any such property the Governing Body of the Trust shall be chargeable for any such property that may come into their hands and be answerable and accountable for their own acts, receipts, neglects and defaults, and for the due administration of such property in the same manner and to the same extent as they would as such Governing Body have been if no incorporation had been effected, and the incorporation of the Trust shall not diminish or impair any control or authority exercisable by the Chancery Division or the Charity Commissioners over any such Governing Body but they shall as regards any such property be subject jointly and separately to such control or authority as if the Trust were not incorporated

4 The income and property of the Trust, whencesoever derived, shall be applied solely towards the promotion of the object of the Trust as set forth in this Memorandum of Association, and no portion thereof shall be paid or transferred directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to the Members of the Trust

PROVIDED that nothing herein shall prevent the payment in good faith by the Trust of -

- (a) reasonable and proper remuneration to any Member, officer or servant of the Trust (not being a member of its Governing Body) for any services rendered to the Trust
- (b) payment to any member of its Governing Body being a Solicitor or other person engaged in any profession of all usual charges for work done by him or his firm on behalf of the Trust not including acts which a member of the Governing Body not being in any profession or business could have done personally,
- (c) interest at a reasonable rate on money-lent by any Member of the Trust or member of its Governing Body,
- (d) reasonable and proper rent for premises demised or let by any Member of the Trust or by any member of its Governing Body,
- (e) fees, remuneration or other benefit in money or money's worth to a company of which a member of the Governing Body of the Trust may be a member holding not more than one-hundredth part of the capital of that company,
- (f) reasonable out of pocket expenses to any member of its Governing Body

5 The liability of the Members is limited

6 Every Member of the Trust undertakes to contribute to the assets of the Trust in the event of the same being wound up while he is a Member, or within one year after he ceases to be a Member, for payment of the debts and liabilities of the Trust contracted before he ceases to be a Member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding £1

7 If upon the winding up or dissolution of the Trust there remains, after the satisfaction of all its debts and liabilities, any property whatsoever the same shall not be paid to or distributed among the

Members of the Trust, but shall after due provision has been made for the continuance of any pensions or allowances to retired employees of the Trust in accordance with any pension scheme for the time being in force at the date of liquidation, be given or transferred to some other charitable institution or institutions having objects similar to the object of the Trust, and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Trust under or by virtue of Clause 4 hereof, such institution or institutions to be determined by the Members of the Trust at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then to some other charitable object

8 True accounts shall be kept of the sums of money received and expended by the Trust and the matters in respect of which such receipts and expenditure take place, of all sales and purchases of goods by the Trust and of the property, credits and liabilities of the Trust, and, subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the regulations of the Trust for the time being, such accounts shall be open to the inspection of the Members. Once at least in every year the accounts of the Trust shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by one or more properly qualified Auditor or Auditors

9 No alteration or addition shall be made to the Memorandum of Association without the prior approval in writing of the Charity Commissioners

We, the several persons whose Names and Addresses are subscribed are desirous of being formed into a Company in pursuance of this Memorandum of Association

NAMES AND ADDRESSES OF SUBSCRIBERS

Sevenside Nominees Limited
14-18 City Road
Cardiff
CF24 3DL

Sevenside Secretarial Limited
14-18 City Road
Cardiff
CF24 3DL

DATED 3 January 2002

THE COMPANIES ACTS 1985 TO 1989

COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION OF

ST. GEORGE'S SCHOOL WINDSOR

GENERAL

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

Words	Meanings
The Act	The Companies Act 2006
These presents	These Articles of Association and the regulations of the Trust from time to time in force
The Trust	The above-named Company
The Governing Body	The Governing Body for the time being of the Trust
The Office	The registered office of the Trust
The Seal	The Common Seal of the Trust
The United Kingdom	Great Britain and Northern Ireland
Month	Calendar Month
In writing	Written, printed or lithographed, or partly one and partly another, and other modes of representing or reproducing words in a visible form

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

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

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

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

MEMBERS

3 The number of Members with which the Trust proposes to be registered is nine, but the Governing Body may from time to time register an increase of Members

4 The provisions of Sections 113 and 114 of the Act shall be observed by the Trust, and every Member of the Trust shall either sign a written consent to become a Member or sign the Register of Members on becoming a Member

5 The subscribers to the Memorandum of Association and such other persons as the Governing Body shall admit to Membership in accordance with the provisions hereinafter contained shall be Members of the Trust

6 No person shall be admitted a Member of the Trust unless he is first approved of by the Governing Body and the Governing Body shall have absolute discretion as to the admission of any person Where any person desires to be admitted to Membership of the Trust he must first sign and deliver to the Trust an application for admission framed in such terms as the Governing Body shall require

7 A person may terminate his membership of the Trust by giving to the Trust notice in writing to that effect in such form as the Governing Body shall require

GENERAL MEETINGS

8 The Trust shall hold a General Meeting in every calendar year as its Annual General Meeting at such time and place as may be determined by the Governing Body, and shall specify the meeting as such in the notices calling it, provided that every General Meeting except the first shall be held not more than fifteen months after the holding of the last preceding meeting, and that so long as the Trust holds its first Annual General Meeting within eighteen months after its incorporation it need not hold it in the year of its incorporation or in the following year

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

10 The Governing Body may whenever they think fit convene an Extraordinary-General Meeting, and Extraordinary General Meetings shall also be convened on such requisition, or in default may be convened by such requisitionists, as provided by Sections 303, 304 and 305 of the Act

11 Fourteen days' notice in writing at the least of every Annual General Meeting and of every meeting convened to pass a Special Resolution and fourteen days' notice in writing at least of every other General Meeting (exclusive in every case both of the day on which it is served or deemed to be served and of the day for which it is given) specifying the place, the day and the hour of the meeting, and in the case of special business the general nature of that business, shall be given in manner hereinafter mentioned to such persons (including Auditors) as are under these presents or under the Act entitled to receive such notices from the Trust but with the consent of all the Members entitled to receive notices thereof, or of such proportion thereof as is prescribed by the Act in the case of meetings other than Annual General Meetings, a meeting may be convened by such notice as those Members may think fit

12 The accidental omission to give notice of a meeting to, or the non-receipt of such notice by, any person entitled to receive notice thereof shall not invalidate any resolution passed, or proceeding had, at any meeting

PROCEEDINGS AT GENERAL MEETINGS

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

14 No business shall be transacted at any General Meeting unless a quorum is present when the meeting proceeds to business Save as herein otherwise provided three Members or one tenth of the Membership whichever shall be the greater personally present shall be a quorum

15 If within half an hour from the time appointed for the holding of a General Meeting a quorum is not present, the meeting, if convened on the requisition of Members, shall be dissolved In any other case it shall stand adjourned to the same day in the next week, at the same time and place, or at such

other place as the Governing Body may determine, and if at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting the Members present shall be a quorum

16 The chairman (if any) of the Governing Body shall preside as chairman at every General Meeting, but if there be no such Chairman, or if at any meeting he shall not be present within fifteen minutes after the time appointed for holding the same, or shall be unwilling to preside, the Members present shall choose some member of the Governing Body, or if no such member be present, or if all the members of the Governing Body present decline to take the chair, they shall choose some Member of the Trust who shall be present, to preside

17 The chairman of a meeting at which a quorum is present may with the consent of the meeting (and shall if so directed by the meeting) adjourn the meeting from time to time, and from place to place, but no business shall be transacted at any adjourned meeting other than business which might have been transacted at the meeting from which the adjournment took place Whenever a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given in the same manner as of an original meeting Save as aforesaid, the Members shall not be entitled to any notice of an adjournment, or of the business to be transacted at an adjourned meeting

18 At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is before or upon the declaration of the result of the show of hands, demanded by the chairman of the meeting or by at least three Members present in person, or by proxy, or by a Member or Members present in person or by proxy and representing one-tenth of the total voting rights of all the Members having the right to vote at the meeting, and unless a poll be so demanded a declaration by the chairman of the meeting that a resolution has been carried, or carried unanimously or by a particular majority, or lost, or not carried by a particular majority, and an entry to that effect in the minute book of the Trust shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that resolution The demand for a poll may be withdrawn

19 Subject to the provisions of Article 20, If a poll demanded in manner aforesaid, it shall be taken at such time and place, and in such manner as the chairman of the meeting shall direct, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded

20 No poll shall be demanded on the election of a chairman of a meeting or on any question of an adjournment

21 In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting shall be entitled to a second or casting vote

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

VOTES OF MEMBERS

23 Subject as hereinafter provided, every Member shall have one vote

24 Save as herein expressly provided, no Member other than a Member duly registered, who shall have paid every sum (if any) which shall be due and payable to the Trust in respect of his Membership, shall be entitled to vote on any question either personally or by proxy, or as a proxy for another Member at any General Meeting

25 Votes may be given on a poll either personally or by proxy On a show of hands a member present (by proxy or otherwise) may vote A corporation may vote by its duly authorised representative as provided by Section 323 of the Act A proxy need not be a Member

26 The instrument appointing a proxy shall be in writing, under the hand of the appointer or his attorney duly authorised in writing, or if such appointer is a corporation under its Common Seal, if any, and, if none, then under the hand of some officer duly authorised in that behalf

27 The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed or a notarially certified or office copy thereof shall be deposited at the Office not less than forty-eight hours before the time appointed for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or in the case of a poll not less than twenty-four hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid. No instrument appointing a proxy shall be valid after the expiration of twelve months from the date of its execution.

28 A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed provided that no intimation in writing of the death, insanity or revocation as aforesaid shall have been received at the Office before the commencement of the meeting or adjourned meeting at which the proxy is used.

29 Any instrument appointing a proxy shall be in the following form or as near thereto as circumstances shall admit:

" ST GEORGE'S SCHOOL WINDSOR
"I ,
"of ,
"a Member of St George's School Windsor
"hereby appoint ,
"of ,
"and failing him ,
"of ,
"to vote for me and on my behalf at the / Annual or Extraordinary or
"Adjourned as the case may be / General Meeting of the Trust to be held
"on the day of and at every
"adjournment, thereof

"SIGNED ,

"DATE "

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

THE GOVERNING BODY

30 Until otherwise determined by a General Meeting, the number of the members of the Governing Body shall not be less than five nor more than twenty PROVIDED ALWAYS that the number of members of the Governing Body shall never be fixed at less than three.

31 The members of the Governing Body shall be -

- (a) The subscribers to the Memorandum of Association and
- (b) Such other persons (being Members of the Trust) as shall from time to time be elected thereto by the Governing Body.

PROVIDED that no person who in receipt of a salary, fees, remuneration or other benefit, in money or moneys worth from the Trust (save as permitted by Clause 4 of the Memorandum of Association) shall be eligible for membership of the Governing Body.

ROTATION OF MEMBERS OF THE GOVERNING BODY

32 At the first Annual General Meeting of the Trust and at the Annual General Meeting in every subsequent year one-third of the Governing Body for the time being, or, if their number is not three or a multiple of three, then the number nearest to one-third, shall retire from office. The members of the Governing Body to retire in every year shall be those who have been longest in office since their last

election, but as between persons who became members of the Governing Body on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot. A retiring member of the Governing Body shall be eligible for re-election,

POWERS OF THE GOVERNING BODY

33 The business of the Trust shall be managed by the Governing Body who may pay all such expenses of, and preliminary and incidental to, the promotion, formation, establishment and registration of the Trust as they think fit, and may exercise all such powers of the Trust, and do on behalf of the Trust, all such acts as may be exercised and done by the Trust, and as are not by Statute or by these presents required to be exercised or done by the Trust in General Meeting, subject nevertheless to any regulations of these presents, to the provisions of the statutes for the time being in force affecting the Trust and to such regulations, being not inconsistent with the aforesaid regulations, or provisions, as may be prescribed by the Trust in General Meeting, but no regulation made by the Trust in General Meeting shall invalidate any prior act of the Governing body which would have been valid if such regulation had not been made

PROVIDED that the Governing Body shall not deliberate upon or negotiate the acquisition of nor shall Trust acquire whether by purchase or gift or otherwise any school of which a member for the time being of the Governing Body is proprietor or one of the proprietors or in which he is financially interested

34 The members for the time being of the Governing Body may act notwithstanding any vacancy in their body, provided always that in case the members of the Governing Body shall at any time be or be reduced in number to less than the minimum number prescribed by or in accordance with these presents, or to less than the number required to constitute a quorum, it shall be lawful for them to act as the Governing Body for the purpose of admitting persons to membership of the Trust, filling up vacancies in their body or of summoning a General Meeting, but not for any other purpose

35 The Governing Body may, in accordance with the requirements set out in this article, authorise any matter proposed to them by any member of the Governing Body which would, if not authorised, involve a member of the Governing Body breaching his duty under section 175 of the Companies Act 2006 to avoid conflicts of interest ('Conflict'). Any authorisation of a Conflict under this article may (whether at the time of giving the authorisation or subsequently) be subject to such terms, limits and conditions as the Governing Body may determine. The member of the Governing Body will not infringe any duty he owes to the Trust by virtue of sections 171 to 177 of the Act provided he acts in accordance with such terms, limits and conditions (if any) as the Governing Body impose in respect of its authorisation

DISQUALIFICATION OF MEMBERS OF THE GOVERNING BODY

36 The office of a member of the Governing Body shall be vacated -

- (a) If a receiving order is made against him or he makes any arrangement or composition with his creditors generally
- (b) If he becomes of unsound mind
- (c) If he ceases to be a Member of the Trust
- (d) If by notice in writing to the Trust he resigns his office
- (e) If he becomes prohibited from holding office by reason of any Court Order made under the Act
- (f) If he is removed from office by a resolution duly passed pursuant to Sections 168 and 169 of the Act

PROCEEDINGS OF THE GOVERNING BODY

37 The Governing Body may meet together for the dispatch of business adjourn and otherwise regulate their meetings as they think fit, and determine the quorum (which shall not be less than three) necessary for the transaction of business. Unless otherwise determined three shall be a quorum. Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes the chairman of the meeting shall have a second or casting vote.

38 Provided he has declared the nature and extent of his interest in accordance with the requirements of sections 177 and 182 of the Act, a member of the Governing Body who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Trust may be a party to, or otherwise interested in, any transaction or arrangement with the Trust or in which the Trust is otherwise (directly or indirectly) interested. If the Governing Body so authorises, the interested member of the Governing Body (a) shall be entitled to vote at a meeting of the Governing Body or participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which he is interested, (b) may act by himself or his firm in a professional capacity for the company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a member of the Governing Body, (c) may be a member of the Governing Body or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Trust is otherwise (directly or indirectly) interested, and (d) shall not, save as he may otherwise agree, be accountable to the Trust for any benefit which he (or a person connected with him) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.

39 Two members of the Governing Body may at any time summon a meeting of the Governing Body by notice served upon several members of the Governing Body. A member of the Governing Body who is absent from the United Kingdom and who has no registered address in the United Kingdom shall not be entitled to notice of a meeting.

40 The Governing Body shall from time to time elect a Chairman who shall be entitled to preside at all meetings of the Governing Body at which he shall be present, and may determine for what period he is to hold office, but if no such Chairman be elected or if at any meeting the Chairman be not present within five minutes after the time appointed for holding the meeting and willing to preside, the members of the Governing Body shall choose one of their number to be chairman of the meeting.

41 A meeting of the Governing Body at which a quorum is present shall be competent to exercise all the authorities, powers and discretions by or under the regulations of the Trust for the time being vested in the Governing Body generally.

42 The Governing Body may delegate any of their powers to an executive committee or other committees consisting of such members of the Governing Body as they think fit together with such other persons (who need not be Members of the Trust and who if not members thereof shall have no power to vote) as such committee shall co-opt as members thereof, provided always that the Governing Body shall remain liable for the acts of any such committee and any committee so formed shall in the exercise of powers delegated to it conform to any regulations which may be imposed on it by the Governing Body. The meetings and proceedings of any such committee shall be governed by the provisions of these presents for regulating the meetings and proceedings of the Governing Body so far as applicable and so far as the same shall not be superseded by any regulations made by the Governing Body as aforesaid. All acts and proceedings of any executive committee or of any other committee shall be reported promptly back to the Governing Body.

A co-opted member of a committee shall hold office for such period as may be determined at the date of his co-option provided always that the period of office of a co-opted member may be extended for such further period or periods as of the other members of the committee shall think fit but a co-opted member shall cease to hold office as a member of such committee if he shall have been absent for two out of any four meetings thereof.

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

44 The Governing Body shall cause proper minutes to be made of all appointments of officers made by the Governing Body and of the proceedings of all meetings of the Trust and of the Governing Body and of committees of the Governing Body, and all business transacted at such meetings, and any such minutes of any meeting, if purporting to be signed by the chairman of such meeting, or by the chairman of the next succeeding meeting, shall be sufficient evidence without any further proof of the facts therein stated

45 A resolution in writing signed by all the members for the time being of the Governing Body or of any committee of the Governing Body who are duly entitled to receive notice of a meeting of the Governing Body or of such committee shall be as valid and effectual as if it had been passed at a meeting of the Governing Body or of such committee duly convened and constituted

THE SEAL

46 The seal shall not be affixed to any instrument except by the authority of a resolution of the Governing Body and in the presence of at least two members of the Governing Body, and the said members shall sign every instrument to which the seal shall be so affixed in their presence and in favour of any purchaser or person bona fide dealing with the Trust such signatures shall be conclusive evidence of the fact that the Seal has been properly affixed

ACCOUNTS

47 The Governing Body shall cause proper books of account to be kept in accordance with the provisions of Sections 386 and 388 of the Act

48 The books of account shall be kept at the Office or, subject to Section 388(1) of the Act at such other place or places as the Governing Body shall think fit, and shall always be open to the inspection of the members of the Governing Body

49 The Trust in General Meeting may from time to time impose reasonable restrictions as to the time and manner of the inspection by the Members, other than the members of the Governing Body, of the accounts and books of the Trust, or any of them, and subject to such restrictions the accounts and books of the Trust shall be open to the inspection of such Members at all reasonable times during business hours

50 At the Annual General Meeting in every year the Governing Body shall lay before the Trust a proper income and expenditure account for the period since the last preceding account (or in the case of the first account since the incorporation of the Trust) made up to date not more than seven months before such meeting together with a proper balance sheet made up as the same date Every such balance sheet shall be accompanied by proper reports of the Governing Body and the auditors and copies of such account, balance sheet and reports (all of which shall be framed in accordance with any statutory requirements for the time being in force) and of any other documents required at law to be annexed or attached thereto or to accompany the same shall not less than fourteen clear days before the date of the meeting be sent to the Auditors and to all other persons entitled to receive notices of General Meetings in the manner in which notices are hereinafter directed to be served The Auditors report shall be open to inspection and be read before the meeting as required by Section 437 of the Act

AUDIT

51 Once at least in every year the accounts of the Trust shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by one or more properly qualified Auditor or Auditors

52 Auditors shall be appointed and their duties regulated in accordance with Sections 485 to 526 of the Act

NOTICES

53 A notice may be served by the Trust upon any Member either personally or by sending it through the post in a prepaid letter, addressed to such Member at his registered address as appearing in the Register of Members

54 Any Member described in the Register of Members by an address not within the United Kingdom who shall from time to time give the Trust an address within the United Kingdom at which notices may be served upon him, shall be entitled to have notices served upon him at such address, but save as aforesaid and as provided by the Act, only those Members who are described in the Register of Members by an address within the United Kingdom shall be entitled to receive notices from the Trust

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

DISSOLUTION

56 Clause 7 of the Memorandum of Association of the Trust relating to the winding up and dissolution of the Trust shall have effect as if the provisions thereof were repeated in these Articles

INDEMNITY

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

NAMES AND ADDRESSES OF SUBSCRIBERS

Severnside Nominees Limited
14-18 City Road
Cardiff
CF24 3DL

Severnside Secretarial Limited
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