

## St George's School, Windsor Castle

**Minutes of the Annual General Meeting of the School Council  
Held on Thursday 16<sup>th</sup> June 2016**

Present:	The Revd Canon Dr H Finlay The Rt Revd D J Conner The Revd Canon M G Poll The Revd Canon Dr M Powell K O Dixon (via Skype M Stanford) S Jones Mrs J Cornell	Chairman    (08.03.19) (11 11 18) (18 09.17) (11 06 18)
In attendance:	C McDade Mrs K Chorley Miss C Manley	Head Master Clerk to the Governors

## Item 1. Apologies for absence

Mrs McCombe sent her apologies.

## Item 2. Matters arising

None

## Item 3 Minutes of the EGM held on 16 June 2015

Accepted

## Item 4. Receipt of accounts for the year ended 31 August 2015

Accepted

## Item 5 Appointment of auditors for the year ended 31 August 2016 – RSM UK Audit LLP

Accepted.

## Item 6 Special business – Adoption of New Articles of Association

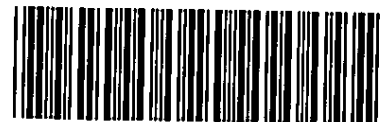
That the existing articles of association in their entirety be removed and substituted for the new articles of association (attached)

Unanimously accepted.

## Item 7 Any other business

None.

Chairman

**THE COMPANIES ACT 2006**

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

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**ARTICLES OF ASSOCIATION**

- of -

**St George's School Windsor Castle**  
(Adopted by Special Resolution passed on *16th June* 2016)

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## **1 GENERAL**

- 1.1 In the Articles, if not inconsistent with the subject or context, the words standing in the first column of the following Table shall bear the meanings set opposite to them respectively in the second column:

<b>Words</b>	<b>Meanings</b>
The Act	the Companies Act 2006 as modified by statute or re-enacted from time to time
Annual General Meeting	the annual general meeting of the Company
Articles	the Articles of Association of the Company from time to time in force
Auditor	the auditors appointed under Article 18.2
The Board	the board of Governors of the Company
Canon	a Canon of Windsor for the time being
The Chairman of the Board	the person appointed by the Governors as Chairman of the Board
The Chairman of the Company	the person appointed by the Members as Chairman of the Company
The Company	St George's School Windsor Castle registered number 04347052
The Dean	the Dean of Windsor for the time being
The Governors	the directors for the time being of the Company
Member	a member of the Company
Membership	membership in accordance with the Articles
The Office	the registered office of the Company
The Parent Governor	as defined in Article 9.2.3
The Seal	the Common Seal of the Company

The Secretary	the secretary of the Company
The United Kingdom	Great Britain and Northern Ireland
Vice-Chairman	the Vice-Chairman of the Board appointed pursuant to Article 12.4
In writing	written, printed or lithographed, or partly one and partly another and other modes of representing or reproducing words in a visible form

- 1.2 Words importing the singular number only shall include the plural number, and vice versa
- 1.3 Words importing the masculine gender only shall include the feminine gender
- 1.4 Words importing persons shall include corporations
- 1.5 Subject as aforesaid, any words or expressions defined in the Act at the date on which the Articles become binding on the Company shall, if not inconsistent with the subject or context, bear the same meanings in the Articles
- 1.6 The following provisions of the Model Articles for Private Companies Limited by Guarantee, as set out in Schedule 2 to the Companies (Model Articles) Regulations 2008, shall apply to the Company: 8, 9, 10, 30-34, 36 and 39. The other provisions of the said Model Articles shall not apply to the Company. The Model Articles are available from the Secretary.

## **2 OBJECT**

The object for which the Company is established is to promote and provide for the advancement of education of children in the United Kingdom and elsewhere.

## **3 POWERS**

- 3.1 In furtherance of the above object but not further or otherwise the Company shall have the following powers
- 3.1.1 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,

- 3 1.2 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,
- 3.1 3 to provide all appropriate books and equipment and other accommodation for teachers and students at any school owned by the Company;
- 3 1.4 to offer scholarships, exhibitions, prizes and rewards and to make grants and allowances to students or prospective students at any school owned by the Company,
- 3.1.5 to offer scholarships and exhibitions and to make grants and allowances to any students or past student of any school owned by the Company for purpose of proceeding to any university or other educational establishment;
- 3 1 6 to make grants and allowances to any person engaged in the teaching profession for the purpose of training at any university or other educational establishment or attending any other training course whatsoever;
- 3 1.7 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 Company,
- 3.1.8 to provide facilities for recreation and other leisure time occupation for children,
- 3 1 9 to purchase, take on lease, or in exchange, hire or otherwise acquire real or personal property and rights or privileges anywhere in the world, and to construct, maintain and alter buildings or erections;
- 3.1.10 to sell, manage, let or mortgage, dispose of or turn to account all or any of the property or assets of the Company subject to such consents as may be required by law;

- 3 1 11 to execute and do all such other instruments, acts and things as may be requisite for the efficient management, development and administration of the said property;
- 3 1 12 to borrow or raise money for the object of the Company on such terms and on such security as may be thought fit subject to such consents as may be required by law;
- 3 1 13 to take and accept any gift of money, property or other assets whether subject to any special trust or not for the object of the Company;
- 3.1.14 to raise funds, including by the charging of fees and organise appeals and invite and receive contributions from any person or persons whatsoever by way of subscription, donation and otherwise,
- 3.1 15 to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts;
- 3.1.16 to invest in its own name or in the name of nominees moneys of the Company not immediately required for its purposes 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 and subject also as hereinafter provided,
- 3 1.17 to delegate upon such terms and with such remuneration as the Company shall think fit to professional investment managers ("the Managers") the exercise of the power contained in the foregoing Article 3.1.16 provided Always that
  - 3 1 17.1 the Managers shall be persons who are entitled to carry on investment business under the provisions of the Financial Services and Markets Act 2000 or any statutory modification or re-enactment of the same;
  - 3.1.17 2 the Company shall authorise the Managers to exercise such delegated power as aforesaid only within clear investment policy guidelines laid

down from time to time by the Company and the Company shall use its best endeavours to ensure that those guidelines are observed;

3 1 17 3 the Managers shall be under a duty to report promptly to the Company any exercise of the power delegated as aforesaid and to report all transactions at least within 14 days and to report on performance of any investments managed by them at least every 6 months,

3 1 17.4 the Company shall at all times be free forthwith to review alter or determine such delegation and the terms thereof,

3 1.17.5 the Company shall review such delegation at intervals not (in the absence of special reasons) exceeding 12 months but so that any failure by the Company to undertake such review within the said period of 12 months shall not invalidate the delegation;

3.1.18 to subscribe for, take or otherwise acquire and hold shares stock debentures or other securities of or interests in any company or undertaking established with the intention of directly benefiting the Company provided always that appropriate professional advice shall have been sought before making such subscription or acquisition;

3.1.19 to make any donations in cash or assets, or establish or support or aid in the establishment or support of or constitute or lend money (with or without security) to or for any exclusively charitable trusts, associations or institutions,

3 1 20 to undertake and execute charitable trusts,

3.1 21 to engage and pay upon such reasonable and proper terms as may be thought fit, any person or persons not being Governors whether on a full-time or part-time basis or whether as consultant or employee to supervise, organise, carry on the work of and advise the Company,

- 3 1 22 subject to the provisions of Article 4 to make any reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees or former employees and their spouses and dependants,
- 3.1.23 to amalgamate with any companies, institutions, societies or associations which shall be charitable by law and have objects altogether or mainly similar to those of the Company and prohibit payment of any dividend or profit to and the distribution of any of their assets amongst their members at least to the same extent as such payments or distributions are prohibited in the case of members of the Company by this object,
- 3.1.24 to make and alter such rules and regulations as may be requisite for the efficient management, development and administration of the Company;
- 3.1.25 to pay out of funds of the Company the costs charges and expenses of and incidental to the formation and registration of the Company,
- 3.1.26 to do all such other lawful things as will further the attainment of the object of the Company or any of them;

Provided that:

- 3.1.26.1 in case the Company shall take or hold any property which may be subject to any trusts, the Company shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts,
- 3.1.26.2 the Company's object shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers,
- 3.1.26.3 in case the Company shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales the Company 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 Governors of the Company shall be chargeable for any such property that may come into their hands and shall be answerable and accountable for their own acts, receipts, neglects and defaults, and for the due administration of such property in the same manner and to the same extent as they would as such Governors have been if no incorporation had been effected, and the incorporation of the Company shall not diminish or impair any control or authority exercisable by the Chancery Division or the said Charity Commissioners over such Governors, but they shall as regards any such property be subject jointly and separately to such control or authority as if the Company were not incorporated, and

3 1.26.4 Section 533 of the Act is excluded in relation to the provisions hereof.

#### **4 INCOME AND PROPERTY**

4 1 The income and property of the Company shall be applied solely towards the promotion of its object as set forth in the object clause 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 members of the Company and no Governor shall without the prior written permission of the Charity Commission 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 from the Company

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

4.1.1 of reasonable and proper remuneration to any member, officer, servant or consultant of the Company (not being a Governor) for any services rendered to the Company and of reasonable and proper travelling, conference and study expenses necessarily

- incurred in carrying out the duties of any such member, officer, servant or consultant of the Company;
- 4.1 2 to any Governor who is a Solicitor, Accountant or other person engaged in a profession of all reasonable professional and other charges for work done by him or his firm when instructed by the other Governors to act in that capacity on behalf of the Company provided that:
- 4.1 2 1 he shall be absent from all meetings at which the employment and remuneration of such a firm or company are discussed during the relative discussion,
- 4.1.2 2 he shall not vote on any resolution relating to the employment or remuneration of such firm or company;
- 4.1.2.3 the other Governors are satisfied that the employment of the firm or company in question is both necessary and expedient in the interests of the Company;
- 4 1 3 of interest on money lent by a Member or its Governors at a rate per annum not exceeding 2 per cent less than the base lending rate prescribed for the time being by a major London Clearing Bank or 3 per cent whichever is the greater,
- 4.1.4 to any Governor of reasonable and proper out-of-pocket expenses,
- 4.1.5 to a company of which a Member or a Governor may be a Member holding not more than one hundredth part of the capital of such company;
- 4.1.6 of reasonable and proper rent for premises demised or let by any Member or by any Governor, and
- 4.1.7 of any premium in respect of the purchase and maintenance of indemnity insurance in respect of liability for any act or default of the Governors (or any of them) in relation to the Company provided that such insurance shall not extend to

indemnification against liability for wilful or criminal  
wrongdoing or default

## **5 MEMBERSHIP**

- 5 1 For the purposes of registration the number of Members is declared to be unlimited. There shall be no minimum number. The Governors shall have the power to admit Members at any time. No person shall be admitted as a Member unless he or she is a Governor. Any Member who ceases to be a Governor shall automatically cease to be a Member.
- 5 2 The provisions of section 113 of the Act shall be observed by the Company and every Member shall either sign a written consent to become a Member or sign the register of Members on becoming a Member.
- 5 3 A Member may at any time withdraw from the Company by giving at least seven clear days' notice to the Company. Membership shall not be transferable and shall cease on death.
- 5 4 Every corporation and unincorporated association which is admitted to Membership may exercise such powers as are prescribed by section 323 of the Act.
- 5 5 It shall be the duty of the Governors, if at any time they shall be of the opinion that the interests of the Company so require, by notice in writing sent by prepaid post to a Member's address, to request that Member to withdraw from Membership of the Company within a time specified in such notice. No such notice shall be sent except on a vote of the majority of the Governors present and voting at a meeting of the Governors, which majority shall include one half of the total number of the Governors for the time being.
- 5 6 If, on the expiry of the time specified in such notice, the Member concerned has not withdrawn from Membership by submitting written notice of his resignation, or if at any time after receipt of the notice requesting him to withdraw from Membership the Member shall so request in writing, the matter shall be submitted to a meeting of the Governors. The Governors and the Member whose expulsion is under consideration shall be given at least 14 days' notice of the meeting, and such notice shall specify the matter to be discussed. The Member concerned shall at the meeting be entitled to present a statement in his defence either verbally or in writing, and he shall not be required to withdraw from membership unless half of the

Governors present and voting shall, after considering the statement in his defence, vote for his expulsion, or unless the Member fails to attend the meetings without sufficient reason being given. If such a vote is carried, or if the Member shall fail to attend the meeting without sufficient reason being given, he shall thereupon cease to be a Member and his name shall be erased from the register of Members

- 5.7 The liability of the Members is limited
- 5.8 Every Member undertakes to contribute to the assets of the Company, 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 Company contracted before he ceases to be a Member and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding £1 (one pound)
- 5.9 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 not be paid to or distributed among the Members but shall be given or transferred to the Dean & Canons of Queen's Free Chapel of St George within Her Castle at Windsor

## **6 GENERAL MEETINGS**

- 6.1 The Company 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 Governors, and shall specify the meeting as such in the notices calling it, provided that every Annual General Meeting shall be held not more than 15 months after the holding of the last preceding Annual General Meeting
- 6.2 All general meetings, other than Annual General Meetings, shall be called Extraordinary General Meetings
- 6.3 There shall be given at least 14 days' notice in writing of every Annual General Meeting and of every Extraordinary General Meeting (exclusive in every case both of the day on which such notice 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, to such persons (including the Auditors) as are under the Articles or under the Act entitled to receive such notices from the Company.

- 6.4 The Members may at their discretion invite other persons to be in attendance at the meetings of the Members
- 6 5 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 proceedings held, at any meeting.

## **7 PROCEEDINGS AT GENERAL MEETINGS**

- 7.1 The business of the Annual General Meeting shall include the consideration of the income and expenditure account and balance sheet, and the reports of the Governors and the Auditor.
- 7 2 The business transacted at any meeting other than the Annual General Meeting, and all that is transacted at an Annual General Meeting with the exception of the matters referred to in Article 7.1 shall be deemed special business.
- 7.3 No business shall be transacted at any general meeting unless a quorum is present when the meeting proceeds to business. Two Members present in person shall be a quorum
- 7 4 The Chairman of the Company shall be appointed from time to time by the Members and shall preside as chairman at every general meeting, but if he is absent from any meeting, the Members present shall appoint a Chairman for that meeting only. The Chairman of the Company may be, but need not be, the same person as the Chairman of the Board.
- 7.5 The Chairman of the Company may, with the consent of any meeting of the Members at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time, and place to place, but no business shall be transacted at the adjourned meeting which could not have been transacted at the original meeting. Whenever such a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given in the same manner as of the 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.
- 7.6 At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands, by Members present in person and entitled to vote and, unless a poll is, before or upon the declaration of the result by the show of hands, demanded by the chairman of the meeting or by at least a

third of the Members present in person or by proxy, 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 Company, 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.

- 7 7 Subject to the provisions of Article 7.8, if a poll be 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.
- 7 8 No poll shall be demanded on the election of a chairman of a meeting, or on any question of adjournment
- 7 9 The chairman of the meeting may vote on all matters and 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.
- 7.10 The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded

## **8 VOTES OF MEMBERS**

- 8.1 Every Member shall be entitled to attend and vote at general meetings  
Each Member shall be entitled to one vote
- 8.2 Every Member may appoint another Member as his proxy to vote in their place at general meetings. Such persons having a proxy vote should hold a letter signed by the appointer giving permission of proxy, and should inform the Secretary prior to the commencement of the meeting that they have a proxy vote.
- 8.3 Without prejudice to the provisions of Chapter 11 of Part 3 of the Act (written resolutions), and subject to the provisions of section 355(1) of the Act, a resolution in writing executed by or on behalf of each Member, who would have been entitled to vote upon it, if it had been proposed at a general meeting at which he was present, shall be as effectual as if it had been passed at a general meeting duly convened and held, and may consist

of several instruments in the like form, each executed by or on behalf of one or more Members, and if described as a special or an extraordinary resolution, it shall have effect accordingly.

## **9 GOVERNORS**

- 9 1 The number of Governors shall be not less than the number arrived at by multiplying by two the number of Governors who are either the Dean or a Canon and who are Governors, and adding one to that number, and unless and until varied by ordinary resolution of the Company in general meeting, shall be subject to a maximum of fifteen Governors
- 9 2 The board of Governors shall consist of the following persons:
- 9.2.1 the Dean;
  - 9.2.2 not more than four Canons; and
  - 9 2.3 not less than such number of other persons appointed by the Governors (at least one of whom may be a parent of a pupil at the School (the 'Parent Governor')), equal to the number of Governors who are either the Dean or a Canon, plus one
- 9.3 The Governors shall have power at any time to appoint any person to be a Governor to fill a casual vacancy. The Governors may also co-opt additional Governors provided that the number of Governors shall not exceed the maximum number permitted under the Articles.
- 9 4 Each Governor (other than the Dean and Canons) shall serve as a Governor of the Company for an initial term of three years, and shall be eligible to be reappointed for a further period of three years, after which time he shall resign and not be eligible for reappointment until the expiry of a one year period. The Parent Governor shall cease to be a Governor if he or she shall cease to have a child who is a pupil of the School. If a serving Governor is appointed as Chairman of the Board he may serve a further three-year terms as a Governor from the date of his appointment as chairman but only whilst remaining as Chairman of the Board. The above restriction shall not apply to the Dean, who may remain as Chairman of the Board for so long as he remains a Governor. The provisions of this Article 9.4 shall apply to those persons who are Governors (other than the Dean and Canons) at the date of the adoption of these Articles so that they shall be required to resign as a Governor after serving a total of two terms of three years, but where this

Article 9.4 obliges them to resign within one year of the date of adoption of these Articles, they shall be entitled, but not obliged, to remain as a Governor for a further period of one year.

- 9.5 When a Governor ceases to be a Governor for any reason, he or she shall be deemed to have withdrawn as a Member

## **10 DISQUALIFICATION OF GOVERNORS**

- 10.1 The office of a Governor shall be vacated:

- 10.1.1 if he becomes bankrupt or makes any arrangement or composition with his creditors generally,
- 10.1.2 if he becomes of unsound mind,
- 10.1.3 if by notice in writing to the Governors he resigns his office;
- 10.1.4 if he becomes prohibited from holding office by reason of any court order made under the Act;
- 10.1.5 if he is removed from office by a resolution duly passed pursuant to section 168 of the Act; and
- 10.1.6 if he ceases to hold the office by virtue of which he is a Governor.
- 10.1.7 If a resolution is passed agreeing to his removal by two thirds of those Governors present at a meeting, excluding the Governor concerned.

- 10.2 Unless the Governors resolve otherwise, any Governor who shall absent himself from three consecutive meetings of Governors will be deemed to have resigned his position as Governor, and the remaining Governors shall be entitled to appoint another Governor in his place pursuant to Article 9.3.

## **11 POWERS OF THE GOVERNORS**

- 11.1 The business of the Company shall be managed by the Governors who may exercise all such powers of the Company, and do on behalf of the Company all such acts as may be exercised and done by the Company including, without prejudice to the generality of the foregoing, the power to borrow and to make and amend regulations, and as are not by the Act or by the Articles required to be exercised or done by the Company in general



meeting, subject nevertheless to the Articles, to the provisions of the Act for the time being in force and affecting the Company, and to such regulations, being not inconsistent with the Articles, as may be prescribed by the Company in general meeting, but no regulation made by the Company in general meeting shall invalidate any prior act of the Governors which would have been valid if such regulation had not been made.

11 2 The Governors shall appoint a Head Master and, after consultation with the Head Master, a Business Director or Bursar and Clerk to the Governors, to discharge such duties as they see fit and may dismiss any Head Master, Business Director, Bursar or Clerk to the Governors or other officer so appointed.

11.3 Subject to Article 11 4, the Governors may act notwithstanding any vacancy in their body.

11.4 If the Governors shall at any time be or be reduced in number to less than the number prescribed by or in accordance with the Articles, it shall be lawful for them to act as Governors for the purpose of admitting persons to membership of the Company, filling up vacancies in their body, or summoning a general meeting, but not for any other purpose

## **12 PROCEEDINGS OF THE GOVERNORS**

12 1 The Governors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit, provided that at least two such meetings shall be held in each year.

12 2 Voting on any issue shall be by show of hands unless any Governor present shall demand a ballot and decisions taken by ballot shall be determined by a majority of those present Each Governor shall be entitled to one vote.

12 3 A Governor, or the Secretary at the request of a Governor, shall at any time summon a meeting of the Governors by notice served upon the Governors. A Governor who is absent from the United Kingdom shall not be entitled to notice of a meeting

12.4 Subject to the remaining provisions of this Article 12 4, the Dean shall ex-officio be Chairman of the Board If upon his appointment the Dean indicates within 180 days that he does not wish to be Chairman of the Board, or if the Dean resigns as Chairman of the Board, but remains as a Governor, the Governors shall appoint another person as Chairman of the Board If the

office of Dean shall become vacant at a time when another person has previously been appointed Chairman of the Board, such other person shall continue as Chairman of the Board. If no other person has been so appointed the Vice -Chairman (if any) shall be Chairman of the Board or if there shall be no Vice-Chairman the Governors shall appoint a Chairman. Notwithstanding the above provisions in this Article 12.4, the Dean shall at all times from when he assumes office or whilst he remains Dean be entitled to assume or re-assume the position of Chairman of the Board. The Chairman of the Board shall preside as chairman at all meetings of the Governors at which he shall be present. The Governors shall have power to appoint a Vice-Chairman of the Board who shall chair meetings of the Governors in the absence of the Chairman. If at any meeting the Chairman or the Vice-Chairman of the Board is not present within 5 minutes after the time appointed for holding the meeting, or is not willing to preside, the Governors shall appoint a different chairman for that meeting only. The Governors shall have the right to remove the Chairman of the Board, if he shall not be the Dean.

- 12.5 A meeting of the Governors at which a quorum is present shall be competent to exercise all the authorities, powers and discretions by or under the regulations of the Company for the time being vested in the Governors generally. The quorum for meetings of the Governors shall be the greater of five and a number equal to the number of Canons plus the Dean who are present at the meeting, multiplied by two and with one added to it. Provided that where the matters to be discussed at a meeting of the Governors relate to the occupation by the Company of St George's School or any other matter relating to the relationship between the Company and the Dean and Canons or where any Governor as a conflict of interests, the Governors concerned shall declare their interest and shall take no part in the proceedings or have a vote in the matter and the quorum for any such meetings shall be at least five Governors of whom none shall have a conflict of interests.
- 12.6 The Governors may delegate any of their powers to any committee consisting of such persons as they think fit for discharging in such manner and subject to such rules as the Governors prescribe such of the functions of the Governors as the Governors may from time to time determine subject always to the overriding authority of the Governors. Provided that any such delegated authority shall be put in writing, be reviewed on a regular basis and, if necessary, shall be changed or revoked by the Governors. The

resolution making the delegation shall specify the financial limits within which any committee shall function.

- 12.7 Any committee formed under the Articles shall, in the exercise of the powers delegated to it, conform to any regulations imposed by the Governors. The meetings and proceedings of any such committee shall be governed by the provisions of the Articles for regulating the meetings and proceedings of the Governors so far as applicable and so far as the same shall not be superseded by any regulations made by the Governors. All acts and proceedings of such committees shall be reported to the Governors on a regular basis and as required by the Governors.
- 12.8 All bona fide acts done by any meeting of the Governors or of any committee, or by any person acting as a Governor, shall, notwithstanding it being afterwards discovered that there was some defect in the appointment or continuance in office of any such Governor 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.
- 12.9 The Governors shall cause proper minutes to be made of all appointments of the Governors and of the proceedings of all meetings of the Company and of the Governors and of committees, 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.
- 12.10 A resolution in writing signed by all the Governors for the time being shall be as valid and effectual as if it had been passed at a meeting of the Governors duly convened and constituted.

### **13 CONFLICTS OF INTEREST**

- 13.1 Whenever a Governor has an interest in a matter, whether personal, by virtue of a duty of loyalty to another organisation, or otherwise, and that interest is reasonably likely to give rise to a conflict of interest, he must:
- 13.1.1 declare an interest before discussion begins on the matter;
- 13.1.2 remain only for such part of the meeting as is in the view of the Governors necessary to inform the debate,
- 13.1.3 not be counted in the quorum for that part of the meeting; and

13 1 4        withdraw during the vote and have not voted on the matter

13.2    If any question arises whether a Governor's interest can reasonably be regarded as likely to give rise to a conflict of interest, the question shall be decided by a majority decision of the unconflicted Governors.

13.3    Where a Governor is in a position of conflict, he will not be in breach of his or her duties to the Company if he withholds confidential information from the Company

13.4    The Company shall keep at all times a register of the interest of the Governors and the Governors shall notify the Secretary upon any change of such interest

#### **14        AUTHORISING CONFLICTS OF INTEREST**

14 1    Subject always to Article 13 the Governors may authorise, to the fullest extent permitted by law, and on such terms as they see fit:

14.1.1        any matter which would otherwise result in a Governor infringing his duty to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or may conflict, with the interests of the Company and may reasonably be regarded as likely to give rise to a conflict of interest (including a conflict of interest and duty or conflict of duties), and

14.1.2        the manner in which a conflict of interest arising out of any Governor's office, employment or position may be dealt with, either before or at the time that such a conflict of interest arises

14.2    For the purpose of Article 14 1, where such conflicts of interest arise, a quorum is regulated by Article 12.5.

14 3    If a matter, office, employment or position is considered for authorisation by the Governors in accordance with this Article 14 then:

14.3.1        the Governor shall not be required to disclose any confidential information relating to such matter, or such office, employment or position, to the Company if to make such a disclosure would result in a breach of duty or obligation of confidence owed by

him in relation to or in connection with that matter, or that office, employment or position;

14.3.2 the Governor shall absent himself from meetings of the Governors at which anything relating to that matter, or that office, employment or position will or may be discussed; and

14.3.3 a Governor shall not, by reason of his office, be accountable to the Company for any benefit which he derives from any matter, or from any office, employment or position, which has been approved by the Governors pursuant to this Article 14 (subject in any such case to any limits or conditions to which such approval was subject)

## **15 SECRETARY**

Subject to the provisions of the Act, the Secretary, whose role shall include the preparing and circulating of minutes of Board and Members Meetings and who shall be appointed by the Governors for such term, at such remuneration and upon such conditions as they may think fit (provided that the Secretary, if a Governor, may not be remunerated) and any Secretary so appointed may be removed by them.

## **16 SEAL**

The Seal shall only be used by the authority of the Governors or of a committee of Governors authorised by the Governors. The Governors may determine who shall sign any instrument to which the Seal is affixed and unless otherwise so determined it shall be signed by a Governor and by the Secretary or by a second Governor.

## **17 ACCOUNTS**

17.1 The Governors shall cause accounting records of the Company to be kept in accordance with section 386 of the Act and the requirements of the Charities Act 2011 and any regulations made pursuant thereto (or as the same may be hereafter amended or altered)

17.2 Accounting records shall be kept at the Office or, subject to section 388 of the Act, at such other place or places as the Governors shall think fit and shall always be open to the inspection of the Governors.

17.3 The Governors shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be

open to the inspection of Members not being officers of the Company and no such Member (not being such an officer) shall have any right of inspecting any account or book or document of the Company except as conferred by statute or authorised by the Governors or by the Company in general meeting

## **18 AUDIT**

- 18.1 Once at least in every year the accounts of the Company shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by one or more appropriately qualified auditor or auditors
- 18.2 Auditors shall be appointed by the Governors and their duties regulated in accordance with the Act

## **19 NOTICES**

- 19.1 A notice may be served by the Company, 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
- 19.2 Any Member described in the register of Members of the Company by an address not within the United Kingdom, who shall from time to time give the Company 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 said register of Members by an address within the United Kingdom shall be entitled to receive notices from the Company.
- 19.3 Any notice, if served by post, shall be deemed to have been served on the day following that on which the letter containing the same is put into the post, and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and put into the post as a prepaid letter.

## **20 INDEMNITY**

Subject to the provisions of the Act but without prejudice to any indemnity to which a Governor may otherwise be entitled, every Governor or other officer or auditor of the Company shall be indemnified out of the assets of the Company

against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence default, breach of duty or breach of trust in relation to the affairs of the Company.