

FILE COPY



**CERTIFICATE OF INCORPORATION
OF A PRIVATE LIMITED COMPANY**

Company No. 5102934

The Registrar of Companies for England and Wales hereby certifies that

THE WESTMINSTER ACADEMY (WESTBOURNE GREEN)

is this day incorporated under the Companies Act 1985 as a private company and that the company is limited.

Given at Companies House, London, the 15th April 2004



N05102934B



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

Package: 'Laserform'
by Laserform International Ltd.

Please complete in typescript,
or in bold black capitals.

CHFP025

Declaration on application for registration

5102934

Company Name in full

THE WESTMINSTER ACADEMY (WESTBOURNE GREEN)

I, EAVAN SAUNDERS
of FLAT 7, NO. 11 HORNTON STREET, LONDON, W8 7NP

† Please delete as appropriate.

do solemnly and sincerely declare that I am a [Solicitor engaged in the formation of the company], ~~person named as director or secretary of the company in the statement delivered to the Registrar under section 10 of the Companies Act 1985~~ † and that all the requirements of the Companies Act 1985 in respect of the registration of the above company and of matters precedent and incidental to it have been complied with.

And I make this solemn Declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act 1835.

Declarant's signature

Eavan Saunders

Declared at EAVAN SAUNDERS, 31 St James Square, SW1

Day Month Year

On 15 04 2004

① Please print name.

before me ① NICHOLAS PAUL EMMERS

Signed

Nicholas Paul Emmers

Date 15.04.04

† A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor

Please give the name, address, telephone number and, if available, a DX number and Exchange of the person Companies House should contact if there is any query.

Ashurst
Broadwalk House, 5 Appold Street, London, EC2A 2HA
KBK/028C.00162 Tel 020 7638 1111
DX number 639 DX exchange London/City



When you have completed and signed the form please send it to the Registrar of Companies at:
Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff
for companies registered in England and Wales
or
Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB
for companies registered in Scotland DX 235 Edinburgh

30(5)(a)

Package: 'Laserform'
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Please complete in typescript,
or in bold black capitals.

CHFP025

Declaration on application for registration of a company exempt from the requirement to use the word "limited" or "cyfyngedig"

5102934

Company Name in full

THE WESTMINSTER ACADEMY (WESTBOURNE GREEN)

I, ANTHONY RAVEN

of FLAT 3, CRYSTAL WHARF, 36 GRAHAM STREET, LONDON N1 8JX

† Please delete as appropriate.

~~a Solicitor engaged in the formation of the company, person named as
director or secretary of the company in the statement delivered under
section 10 of the Companies Act 1985~~ I do solemnly and sincerely declare
that the company complies with the requirements of section 30(3) of the
Companies Act 1985.

And I make this solemn Declaration conscientiously believing the same to
be true and by virtue of the Statutory Declarations Act 1835.

Declarant's signature



Declared at Herbert Smith, London

Day Month Year

on 15 04 2004

● Please print name.

before me ● BEKINDA WILSON

Signed



Date

15.04.04

A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor

Please give the name, address,
telephone number and, if available,
a DX number and Exchange of
the person Companies House should
contact if there is any query.

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for companies registered in Scotland

DX 235 Edinburgh



LD1 *LD4MQUA1* 0132
COMPANIES HOUSE 15/04/04

Package: 'Laserform'
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Please complete in typescript,
or in bold black capitals.

CHFP025

Notes on completion appear on final page

First directors and secretary and intended situation of registered office

5102934

Company Name in full

THE WESTMINSTER ACADEMY (WESTBOURNE GREEN)

Proposed Registered Office

67 BROOK STREET

(PO Box numbers only, are not acceptable)

Post town LONDON

County / Region

Postcode W1K 4 NJ

If the memorandum is delivered by an agent for the subscriber(s) of the memorandum mark the box opposite and give the agent's name and address.

X

Agent's Name ASHURST

Address BROADWALK HOUSE, 5 APPOLD STREET

Post town LONDON

County / Region

Postcode EC2A 2HA

Number of continuation sheets attached

2

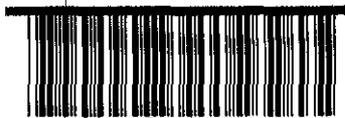
You do not have to give any contact information in the box opposite but if you do, it will help Companies House to contact you if there is a query on the form. The contact information that you give will be visible to searchers of the public record.

Ashurst
Broadwalk House, 5 Appold Street, London, EC2A 2HA
KBK/028C.00162

Tel 020 7638 1111
DX number 639 DX exchange London/City

When you have completed and signed the form please send it to the Registrar of Companies at:

Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff
or companies registered in England and Wales or
Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB
or companies registered in Scotland DX 235 Edinburgh



LD1 *LD4MSUAK* 0130
COMPANIES HOUSE 15/04/04

Company Secretary (see notes 1-5)

Company name THE WESTMINSTER ACADEMY (WESTBOURNE GREEN)

NAME *Style / Title MR *Honours etc

* Voluntary details

Forename(s) KENNETH ALAN

Surname COOK

Previous forename(s)

Previous surname(s)

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address.

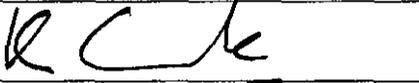
Address †† 27 GLENDOWER ROAD, EAST SHEEN

Post town LONDON

County / Region Postcode SW14 8NY

Country ENGLAND

I consent to act as secretary of the company named on page 1

Consent signature  Date 15.04.04

Directors (see notes 1-5)

Please list directors in alphabetical order

NAME *Style / Title *Honours etc

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address.

Address ††

Post town

County / Region Postcode

Country

Day Month Year

Date of birth Nationality

Business occupation

Other directorships

I consent to act as director of the company named on page 1

Consent signature Date

CHFP025	Company name	THE WESTMINSTER ACADEMY (WESTBOURNE GREEN)	
	NAME *Style / Title	MISS	*Honours etc
	Forename(s)	LINDA CHRISTINE	
	Surname	HARRISON	
	Previous forename(s)		
	Previous surname(s)		
<input type="checkbox"/>	Address ††	87 KIMBERLEY ROAD	
	Post town	CROYDON	
	County / Region	SURREY	Postcode CR0 2PZ
	Country	ENGLAND	

* Voluntary details

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address

I consent to act as secretary of the company named on page 1

Consent signature	<i>Linda Harrison</i>	Date	15.04.04
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Directors (see notes 1-5)

Please list directors in alphabetical order

	NAME *Style / Title		*Honours etc
	Forename(s)		
	Surname		
	Previous forename(s)		
	Previous surname(s)		
<input type="checkbox"/>	Address ††		
	Post town		
	County / Region		Postcode
	Country		

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address

Date of birth	Day	Month	Year	Nationality

Business occupation

Other directorships

I consent to act as director of the company named on page 1

Consent signature		Date	
-------------------	--	------	--

CHFP025

Company name

NAME *Style / Title

*Honours etc

* Voluntary details

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

Address ††

Post town

County / Region

Postcode

Country

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address

I consent to act as secretary of the company named on page 1

Consent signature

Date

Directors (see notes 1-5)

Please list directors in alphabetical order

NAME *Style / Title

MR

*Honours etc

Forename(s)

SIMON EDWARD GEORGE

Surname

COCHRANE

Previous forename(s)

Previous surname(s)

Address ††

114B BARNSBURY ROAD

ISLINGTON

Post town

LONDON

County / Region

Postcode

N1 0ES

Country

ENGLAND

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address

Day Month Year

Date of birth

0 3 0 8 1 9 5 5

Nationality

BRITISH

Business occupation

COMMUNITY REGENERATION EXECUTIVE

Other directorships

NONE

I consent to act as director of the company named on page 1

Consent signature



Date

15.04.04

Company Secretary (see notes 1-5)

NAME *Style / Title

*Honours etc

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

Address ††

Post town

County / Region

Postcode

Country

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address

I consent to act as secretary of the company named on page 1

Consent signature

Date

Directors (see notes 1-5)

Please list directors in alphabetical order

NAME *Style / Title

*Honours etc

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

Address ††

Post town

County / Region

Postcode

Country

Day Month Year

Date of birth

0 3 0 2 1 9 5 8

Nationality BRITISH

Business occupation

DIRECTOR

Other directorships

SEE ATTACHED LIST

I consent to act as director of the company named on page 1

Consent signature

Date

15.04.04

Directors (see notes 1-5)

Please list directors in alphabetical order

* Voluntary details

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address.

NAME	*Style / Title	MR	*Honours etc	
Forename(s)	NICHOLAS GEOFFREY			
Surname	ROBERTS			
Previous forename(s)				
Previous surname(s)				
Address ††	COURT LODGE, CHURCH WALK			
<input type="checkbox"/>				
Post town	EAST MALLING			
County / Region	KENT	Postcode	ME19 6AG	
Country	ENGLAND			
Date of birth	Day	Month	Year	Nationality
	2	7	03	1 9 5 7
Business occupation	CHARTERED SURVEYOR			
Other directorships	SEE ATTACHED LIST			
I consent to act as director of the company named on page 1				
Consent signature	N. G. Roberts			Date
				15.04.04

This section must be signed by

Either

an agent on behalf of all subscribers

Signed Ashurst **Date** 15.04.04

Or the subscribers

(i.e those who signed as members on the memorandum of association).

Signed **Date**

Signed **Date**

Signed **Date**

Signed **Date**

Signed **Date**

Signed **Date**

Directorships for William Nigel Hugill

1. Current Directorships

Azote Brentford B.V.
Belgravia Acquisitions Limited
Belgravia Property Company Limited
Brentford Investment B.V.
Cable Plaza Limited
Camelford Acquisitions Limited
Castle & Pedmore Houses Limited
Chelsfield (Albert Embankment) Limited
Chelsfield (Bond Street) Limited
Chelsfield (Brompton Road) Limited
Chelsfield (Clink Street) Limited
Chelsfield Commercial Acquisitions Limited
Chelsfield Commercial Investments Limited
White City Shopping Limited
Chelsfield Europe B.V.
Chelsfield Holdings N.V.
Chelsfield Investments International S.A.
Chelsfield (Lavington Street) Limited
Chelsec Management Services Limited
Chelsfield Management Services Limited
Chelsfield MH Acquisitions Limited
Chelsfield MH Finance Limited
Chelsfield MH Group Limited
Chelsfield MH Holdings Limited
Chelsfield MH Investments Limited
Chelsfield MH Leaseholds Limited
Chelsfield MH Participations Limited
Chelsfield MH Phase 1 Limited
Chelsfield MH Properties Limited
Chelsfield MH Waterfront Limited
Chelsfield Property Investments Limited
Chelsfield Properties B.V.
Chelsfield R L Limited
Chelsfield Acquisitions Limited
Chelsfield AG
Chelsfield (Bloomsbury) Limited
Chelsfield Communications Limited
Chelsfield Developments Limited
Chelsfield Investments Limited
Chelsfield Kingsway Limited
Chelsfield (Newcastle) Limited
Chelsfield Participations Limited
Chelsfield plc
Chelsfield Properties Limited
Chelsfield Securities Limited
Chelsfield (St George Street) Limited
Chelsfield (Stockley Park) Limited
Chelsfield WH Limited
Chelsfield (UK) plc
Chelsfield White City GP Limited
Chelsfield White City HC Limited
Chelsfield White City LP Limited
Chelsfield (Woburn Place) Limited
Choiceimage Limited

Cookwork Limited
Crossmane Limited
Chelsfield GS Limited
Evans Row Property Company Limited
Global Switch (General Partner) Limited
185 Park Street One Limited
GS Finco Limited
Chelsfield (Hammersmith) Limited
Inassist Limited
John Street Properties Limited
Kingsyard Management Limited
Leadpeak Limited
Lindgray (Wentworth) Limited
London Fields Limited
Managed Offices Limited
Merry Hill Services Limited
Merry Hill Trading Limited
Merry Hill Management Services Limited
MHH (Bermuda) Limited
Motortune Limited
Newcastle Properties Limited
Oneplace 2000
Paddington Basin Developments Limited
Paddington Development Corporation Limited
Paddington Walk Limited
Paddington Walk Holdings Limited
Paddington Walk Management Limited
Plaza G.P. Limited
185 Park Street Two Limited
Chelsfield White City SAGP Limited
Chelsfield White City SALP Limited
Settlehope Limited
Chelsfield plc Share Schemes
Chelsfield (Shepherds Bush) Limited
Chelsfield (Sinclair Road One) Limited
Chelsfield (Sinclair Road Two) Limited
Sir Lindsay Parkinson & Co. Limited
Softoften
Southwark Properties Limited
Stratford City Developments Limited
St Catherine's House Trustee Limited
Stockley Park Development B.V.
Stockley Park Europe B.V
Stockley Park Consortium Limited
Telekonnnect Limited
Chelsfield (Goldhawk Road One) Limited
Chelsfield (Goldhawk Road Two) Limited
Vanderbilt 1992 Limited
Vanderbilt Acquisitions Limited
The Vanderbilt Racquet Club Limited
Wentworth Golf and Country Club Limited
Wentworth Group Holdings Limited
Wentworth Management Services Limited
Wentworth Estates Limited
White City Acquisitions (Nominee One) Limited
White City Acquisitions (Nominee Two) Limited
White City Acquisitions Limited
White City Developments Limited

White City (Shepherds Bush) General Partner Limited
World Telecom Housing Limited
Paddington Development Corporation (2004) Limited
Paddington Walk (2004) Limited
Chelsfield Stannifer Holdings Limited
Chesham Place Limited
The Architecture Foundation

2. Directorships held in the last 5 years

Chelsea Harbour Limited
Oneplace 2000
Paddington Basin Management Limited
Tradepanel
Wentworth Club Limited
Globe (Benbow House) Limited
Chelsec Limited
Detailnotice Limited
Linetheme Limited
Carlton Projects Limited
~~Carlton Golf Limited~~
Carlton Garden Properties Limited
Cookgift Limited
Raisetype Limited
Judgearoma Limited
Evans Row Acquisitions Limited
W.G. Smith & Sons (Dudley) Limited
Begravia Realisations Limited
Gray's Inn Developments Limited
Chelsfield (Castle Lane) Limited
Chelsfield (Putney) Limited
Mislex (304) Limited
Chameleon Acquisitions Limited
Berkeley (Virginia Water) Limited

Directorships for Nicholas Geoffrey Roberts

1. Current Directorships

Paddington Basin Developments Limited
Paddington Basin Management Limited
Paddington Basin Business Barges Limited
Paddington Development Corporation Limited
Paddington Walk Limited
Paddington Walk Holdings Limited
Paddington Walk Management Limited
Chelsfield plc Share Schemes
Bankside Local Management Board Limited
Kentmere Homes Limited
Paddington Waterside Partnership Limited
Paddington Development Corporation (2004) Limited
Paddington Walk (2004) Limited

2. Directorships held in the last 5 years

Paddington Basin Management Limited

131420



THE COMPANIES ACTS 1985 AND 1989

A COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

OF

THE WESTMINSTER ACADEMY (WESTBOURNE GREEN)

5102934

1. The Company's name is THE WESTMINSTER ACADEMY (WESTBOURNE GREEN) and in this document it is called the "**Trust**".
2. The Trust's registered office is to be situated in England and Wales.
3. The Trust's objects (the "**Objects**") are to advance for the public benefit education in the United Kingdom, in particular but without prejudice to the generality of the foregoing by establishing maintaining carrying on, managing and developing a school offering a broad curriculum with an emphasis on, but in no way limited to business studies and education in the organisation, method and practice of (international) commerce and industry and in all subjects related thereto (the "**Academy**").
4. In furtherance of the above the Objects but not further or otherwise the Trust may exercise the following powers:
 - (a) to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments, and to operate bank accounts in the name of the Trust;
 - (b) to raise funds and to invite and receive contributions provided that in raising funds the Trust shall not undertake any substantial permanent trading activities and shall conform to any relevant statutory regulations;
 - (c) to acquire, alter, improve and (subject to such consents as may be required by law) to charge or otherwise dispose of property;
 - (d) subject to clause 5(g) below to employ such staff, as are necessary for the proper pursuit of the Objects and to make all reasonable and necessary provision for the payments of pensions and superannuation to staff and their dependants. Such staff shall not be governors, save for the head teacher of the Academy and staff or teacher governors elected in accordance with the Academy's Articles of Association.
 - (e) to establish or support, whether financially or otherwise, any charitable trusts, associations or institutions formed for all or any of the Objects;
 - (f) to co-operate with other charities, other independent and maintained schools, voluntary bodies and statutory authorities operating in furtherance of the Objects and to exchange information and advice with them;
 - (g) to pay out of funds of the Trust the costs, charges and expenses of and incidental to the formation and registration of the Trust;
 - (h) to establish, maintain, carry on, manage and develop the Academy at Harrow Road, Westbourne Green, London, W2;



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COMPANIES HOUSE 15/04/04

- (i) to offer scholarships, exhibitions, prizes and awards to pupils and former pupils, and otherwise to encourage and assist pupils and former pupils;
- (j) to provide educational facilities and services to students of all ages and the wider community for the public benefit;
- (k) to carry out research into the development and application of new techniques in education in particular in relation to the Academy's area of curricular specialisation and to its approach to curriculum development and delivery and to publish the results of such research, and to develop means of benefiting from application of the experience of industry, commerce, other schools and the voluntary sector to the education of pupils in Academies;
- (l) subject to such consents as may be required by law to borrow and raise money for the furtherance of the Objects in such manner and on such security as the Trust may think fit;
- (m) to deposit or invest the funds of the Trust not immediately required for the furtherance of its objects in or upon such investments, securities or property as may be thought fit, to employ a professional fund manager and to arrange for any investments or other property of the Trust to be held, sold, exchanged, carried and disposed of in the name of a nominee in the manner and subject to the same conditions or consents (if any) as may for the time being be imposed or required by law and as are imposed on trustees of a trust by the Trustee Act 2000;
- (n) to provide indemnity insurance to cover the liability of governors 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 Trust: Provided that any such insurance shall not extend to any claim arising from any act or omission which the governors knew to be a breach of trust or breach of duty or which was committed by the governors in reckless disregard of whether it was a breach of trust or breach of duty or not and provided also that any such insurance shall not extend to the costs of any unsuccessful defence to a criminal prosecution brought against the governors in their capacity as governors;
- (o) to establish subsidiary companies to carry on any trade or business for the purpose of raising funds for the Academy;
- (p) to do all such other lawful things as are necessary for or are incidental to or conducive to the achievement of the Objects.

5. The income and property of the Trust shall be applied solely towards the promotion of the Objects and no part shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to members of the Trust, and no governor shall be appointed to any office of the Trust paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Trust. Provided that nothing in this document shall prevent the payment in good faith by the Trust:

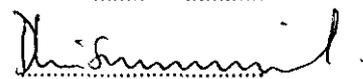
- (a) of the usual professional charges for business done by any governor who is a solicitor, accountant or other person engaged in a profession, or by any partner of his or hers, when instructed by the Trust to act in a professional capacity on its behalf: Provided that at no time shall a majority of the governors benefit under this provision and that a governor shall withdraw from any meeting at which his or her appointment or remuneration, or that of his or her partner, is under discussion;
- (b) of reasonable and proper remuneration for any services rendered to the Trust by any member, officer or servant of the Trust who is not a governor;

- (c) of interest on money lent by any member of the Trust or governor at a reasonable and proper rate per annum not exceeding two per cent. less than the published base lending rate of a clearing bank to be selected by the governors;
 - (d) of fees, remuneration or other benefit in money or money's worth to any company of which a governor may also be a member holding not more than 1/100th part of the issued capital of that company;
 - (e) of reasonable and proper rent (as determined by an independent valuer appointed by the Trust) for premises demised or let by any member of the Trust or a governor;
 - (f) to any governor of reasonable out-of-pocket expenses;
 - (g) of reasonable and proper remuneration to any governor of the Academy who is employed by the Trust at the Academy established or continued by the Trust: Provided that at no time shall a majority of the governors benefit under this provision and that a governor shall withdraw from any meeting at which his or her appointment, remuneration or terms or conditions specific to him or her at the Academy are under discussion;
 - (h) of any premium in respect of any indemnity insurance to cover the liability of the governors which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default or 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 governors knew to be a breach of trust or breach of duty or which was committed by the governors in reckless disregard to whether it was a breach of trust or breach of duty or not and provided also that any such insurance shall not extend to the costs of any unsuccessful defence to a criminal prosecution brought against governors in their capacity as directors of the Trust.
6. The liability of the members of the Trust is limited.
7. Every member of the Trust undertakes to contribute such amount as may be required (not exceeding £10) to the Trust's assets if it should be wound up while he or she is a member or within one year after he or she ceases to be a member, for payment of the Trust's debts and liabilities before he or she ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.
8. If the Trust is wound up or dissolved and after all its debts and liabilities (including any under section 483 of the Education Act 1996) have been satisfied there remains any property it shall not be paid to or distributed among the members of the Trust, but shall be given or transferred to some other charity or charities having objects similar to the Objects which prohibits the distribution of its or their income and property to an extent at least as great as is imposed on the Trust by clause 4 above, chosen by the members of the Trust at or before the time of dissolution and if that cannot be done then to some other charitable object.
9. No alteration or addition shall be made to or in the provisions of the Memorandum or Articles of Association which would have the effect:
- (a) that the Trust would cease to be a company to which Section 30 of the Companies Act 1985 applies;
 - (b) which is inconsistent with the provisions of Section 64 of the Charities Act 1993; or
 - (c) that the Trust would cease to be a charity.

We, the persons whose names and addresses are written below wish to be formed into a company under this memorandum of association.

Names, signatures and addresses of Subscribers

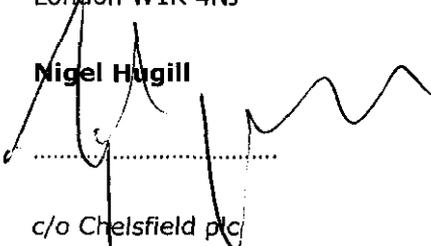
Name: Damian Mark Alan Wisniewski

Signature: 

for and on behalf of **Chelsfield plc**

Address: 67 Brook Street
London W1K 4NJ

Name: **Nigel Hugill**

Signature: 

Address: c/o Chelsfield plc
67 Brook Street
London W1K 4NJ

Name: **George Cochrane**

Signature: 

Address: c/o Chelsfield plc
67 Brook Street
London W1K 4NJ

Name: **Nick Roberts**

Signature: 

Address: c/o Chelsfield plc
67 Brook Street
London W1K 4NJ

Witness to the above Signatures:

Name: Linda Hanson

Address: c/o Chelsfield plc, 67 Brook St, London W1

Occupation: Chartered Secretary

Date: 8/4/04

THE COMPANIES ACTS 1985 TO 1989

A COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

OF

THE WESTMINSTER ACADEMY (WESTBOURNE GREEN)

1. INTERPRETATION

In these Articles:

"Academy" means The Westminster Academy (Westbourne Green) as referred to in clause 3 of the memorandum and established by the Trust;

"Act" means the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force;

"appointed governor" means a sponsor, LEA, co-opted or additional governor appointed under these articles;

"articles" mean these Articles of Association of the Trust;

"clear days" in relation to the period of a notice means the period excluding the day when the notice is given or deemed to be given and the day of which it is given or on which it is to take effect;

"elected governor" means a parent, teacher, staff or community governor elected under these articles;

"executed" includes by any mode of execution;

"Governing Body" means the governors;

"governors" means the directors of the Trust (and "governor" has a corresponding meaning);

"head teacher" means the head teacher of the Academy;

"LEA" means the City of Westminster Local Education Authority;

"Member" means a member of the Trust and someone who as such is bound by the undertaking contained in clause 7 of the memorandum;

"memorandum" means the memorandum of association of the Trust;

"office" means the registered office of the Trust;

"Principal Sponsor" means Chelsfield plc, a subscriber to the memorandum and articles;

"Resignation Notice" shall have the meaning as set out in article 3.5;

"seal" means the common seal of the Trust if it has one;

"secretary/clerk" means the secretary of the Trust or any other person appointed to perform the duties of the secretary of the Trust, including a joint, assistant or deputy secretary; the secretary shall be known as the 'clerk' under article 15;

"Secretary of State" means the Secretary of State for Education and Skills;

"sponsor governor" means any governor appointed by the Principal Sponsor;

"teacher" means a teacher employed under a contract of employment or a contract for services or otherwise engaged to provide his services as a teacher;

"Trust" means the company intended to be regulated by these articles;

"United Kingdom" means Great Britain and Northern Ireland.

Words importing the masculine gender only shall include the feminine gender. Words importing the singular number only shall include the plural number, and vice versa.

Subject as aforesaid, words or expressions contained in these articles shall, unless the context requires otherwise, bear the same meaning as in the Act.

2. **OBJECTS**

The Trust is established for the objects expressed in the Memorandum of Association.

3. **MEMBERS**

3.1 *Subject to them being validly appointed in accordance with the provisions of the articles or other applicable law and subject to the right of resignation set out in article 3, the Members of the Trust shall comprise:*

- (a) the Principal Sponsor;
- (b) up to three persons appointed by the Principal Sponsor;
- (c) one person appointed by the Secretary of State;
- (d) the chair of the Governing Body;
- (e) any person appointed under article 3.3.

3.2 Each of the persons entitled to appoint Members in article 3.1 shall have the right from time to time by written notice delivered to the Trust's registered office to remove any Member appointed by them and to appoint a replacement Member to fill a vacancy whether resulting from such removal or otherwise.

3.3 The Members may agree unanimously in writing to appoint such additional Members as they think fit and may unanimously in writing agree to remove any such additional Members.

3.4 Every person nominated to be a Member of the Trust shall either sign a written consent to become a Member or sign the register of members on becoming a Member.

3.5 *Every Member has the right to resign as a Member upon giving notice to all other Members at least 1 month prior to the proposed resignation (the "Resignation Notice"). Provided that the number of Members shall be no less than four after the proposed resignation, no Member shall have a right to object to such resignation. If the Resignation Notice contains or is accompanied by the appointment of a replacement Member, no*

Member shall have the right to object to the resignation even if the total number of Members will fall below 4 until the new Member is entered in the register of members or membership is confirmed in any other way in accordance with the articles.

- 3.6 A Member will cease to be a Member upon death, if he becomes of unsound mind or is convicted of any indictable offence for which he is sentenced to a term of imprisonment.

4. **GENERAL MEETINGS**

- 4.1 The Trust shall hold an Annual General Meeting each year in addition to any other meetings in that year, and shall specify the meeting as such in the notices calling it; and not more than fifteen months shall elapse between the date of one Annual General Meeting of the Trust and that of the next. Provided that so long as the Trust holds its first Annual General Meeting within eighteen months of its incorporation, it need not hold it in the year of its incorporation or in the following year. The Annual General Meeting shall be held at such time and place as the governors shall appoint. All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings.

- 4.2 The governors may call general meetings and, on the requisition of Members pursuant to the provisions of the Act, shall forthwith proceed to convene an extraordinary general meeting for a date not later than eight weeks after the receipt of the requisition. If there are not within the United Kingdom sufficient governors to call a general meeting, any governor or any Member of the Trust may call a general meeting.

5. **NOTICE OF GENERAL MEETINGS**

- 5.1 An annual general meeting and an extraordinary general meeting called for the passing of a special resolution appointing a person as a governor shall be called by at least twenty-one clear days' notice. All other extraordinary general meetings shall be called by at least fourteen clear days' notice but a general meeting may be called by shorter notice if it is so agreed:

- (a) in the case of an annual general meeting, by all the Members entitled to attend and vote; and
- (b) in the case of any other meeting by a majority in number of Members having a right to attend and vote, being a majority together holding not less than 95 per cent of the total voting rights at the meetings of all the Members.

The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an annual general meeting, shall specify the meeting as such.

The notice shall be given to all the Members, to the governors and auditors.

- 5.2 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

6. **PROCEEDINGS AT GENERAL MEETINGS**

- 6.1 No business shall be transacted at any meeting unless a quorum is present. A Member counts towards the quorum by being present either in person or by proxy. Two persons entitled to vote upon the business to be transacted, each being a Member or a duly authorised representative of a Member organisation, or one tenth of the total number of such persons for the time being, whichever is the greater, shall constitute a quorum.

- 6.2 If a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the governors may determine.
- 6.3 The chairman, if any, of the governors or in his absence some other governor nominated by the governors shall preside as chairman of the meeting, but if neither the chairman nor such other governor (if any) be present within fifteen minutes after the time appointed for the holding the meeting and willing to act the governors present shall elect one of their number to be chairman and, if there is only one governor present and willing to act, he shall be the chairman.
- 6.4 If no governor is willing to act as chairman, or if no governor is present within fifteen minutes after the time appointed for holding the meeting, the Members present and entitled to vote shall choose one of their number to be chairman.
- 6.5 A governor shall, notwithstanding that he is not a Member, be entitled to attend and speak at any general meeting.
- 6.6 The chairman may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.
- 6.7 A resolution put to the vote of the meeting shall be decided on a show of hands unless before, or on the declaration of the result of the show of hands a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded:
- (a) by the chairman; or
 - (b) by at least two Members having the right to vote at the meeting ; or
 - (c) by a Member or Members representing not less than one-tenth of the total voting rights of all the Members having the right to vote at the meeting.
- 6.8 Unless a poll is duly demanded a declaration by the chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.
- 6.9 The demand for a poll may be withdrawn, before the poll is taken, but only with the consent of the chairman. The withdrawal of a demand for a poll shall not invalidate the result of a show of hands declared before the demand for the poll was made.
- 6.10 A poll shall be taken as the chairman directs and he may appoint scrutineers (who need not be Members) and fix a time and place for declaring the results. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 6.11 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 casting vote in addition to any other vote he may have.

6.12 A poll demanded on the election of the chairman or on a question of adjournment shall be taken immediately. A poll demanded on any other question shall be taken either immediately or at such time and place as the chairman directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent continuance of a meeting for the transaction of any business other than the question on which the poll is demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.

6.13 No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In other cases at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.

6.14 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.

7. **VOTES OF MEMBERS**

7.1 Subject to Article 6.11, on the show of hands every Member present in person shall have one vote. On a poll every Member present in person or by proxy shall have one vote.

7.2 A Member in respect of whom an order has been made by any court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder may vote, whether on a show of hands or on a poll, by his receiver, curator bonis or other person authorised in that behalf appointed by that court, and any such receiver, curator bonis or other person may, on a poll, vote by proxy. Evidence to the satisfaction of the governors of the authority of the person claiming to exercise the right to vote shall be deposited at the office, or at such other place as is specified in accordance with the articles for the deposit of instruments of proxy, not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in default the right to vote shall not be exercisable.

7.3 No Member shall be entitled to vote at any general meeting unless all moneys then payable by him to the Trust have been paid.

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

7.5 An instrument appointing a proxy shall be in writing, executed by or on behalf of the appointer and shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the governors may approve)

"I/We,, of, being a member/members of the above named trust, hereby appoint of, or failing him, of as my/our proxy to vote in my/our name[s] and on my/our behalf at the annual/extraordinary general meeting of the Trust to be held on200[], and at any adjournment thereof.

Signed on 200●"

7.6 Where it is desired to afford Members an opportunity of instructing the proxy how he shall act the instrument appointing a proxy shall be in the following form (or in a form as near

thereto as circumstances allow or in any other form which is usual or which the governors may approve)

"I/We,, of, being a member/members of the above-named trust, hereby appoint of, or failing him of, as my/our proxy to vote in my/our name[s] and on my/our behalf at the annual/extraordinary general meeting of the Trust, to be held on 200●, and at any adjournment thereof.

This form is to be used in respect of the resolutions mentioned below as follows:

Resolution No. 1 *for * against

Resolution No. 2 *for * against.

* Strike out whichever is not desired.

Unless otherwise instructed, the proxy may vote as he thinks fit or abstain from voting.

Signed on 200●"

7.7 The instrument appointing a proxy and any authority under which it is executed or a copy of such authority certified by a notary or in some other way approved by the governors may:

- (a) be deposited at the office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Trust in relation to the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or
- (b) in the case of a poll taken more than 48 hours after it is demanded, be deposited as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll;
- (c) where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chairman or to the clerk or to any governor;

and an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid.

7.8 A vote given or poll demanded by proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Trust at the office or at such other place at which the instrument of proxy was duly deposited before the commencement of the meeting or adjourned meeting at which the vote given or the poll demanded or (or in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

7.9 Any organisation which is a Member of the Trust may by resolution of its board of directors or board of governors or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Trust, and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual Member of the Trust.

8. **GOVERNORS**

8.1 The number of governors (excluding additional governors, if any, appointed under article 11) shall be not less than three but (unless otherwise determined by ordinary resolution) shall not be subject to any maximum.

8.2 Subject to the remainder of article 8, the Trust shall have the following governors:

- (a) six sponsor governors appointed by the Principal Sponsor;
- (b) two elected parent governors;
- (c) one elected teacher governor;
- (d) one elected staff governor;
- (e) one community governor; and
- (f) one governor appointed by the LEA.

The Trust may also have the following governors:

- (a) any co-opted governor appointed under article 10; and
- (b) any additional governor appointed under article 11.

In addition, the head teacher of the Academy shall be a member of the Governing Body who shall be treated for all purposes as being an ex officio governor.

8.3 The First Governors shall be those persons named in the statement delivered pursuant to section 10(2) of the Act, who shall be deemed to have been appointed under article 9.1 by the Principal Sponsor and shall be deemed to be sponsor governors.

8.4 Any sponsor governor other than the First Governors shall be appointed under article 9.1.

8.5 Any governors other than the First Governors who are listed in article 8.2 shall be appointed or elected, as the case may be, under these articles. Where it is not possible for such a governor to be appointed or elected due to the fact that the Academy is not yet established then the relevant part of article 8.2 shall not apply until the Academy is established and appointment or election of governors under the articles becomes possible.

9. **APPOINTMENT AND ELECTION OF GOVERNORS**

9.1 The Principal Sponsor shall appoint the sponsor governors and may appoint himself as one of the sponsor governors.

9.2 The LEA may appoint the LEA governor.

9.3 The elected parent governors shall be elected by parents of registered pupils at the Academy on the basis that the candidate with the most votes shall be the candidate which is elected. A parent governor must be such a parent at the time when he is elected. The number of parent governors required shall be made up by parent governors appointed by the Governing Body if the number of parents standing for election is less than the number of vacancies. In appointing a parent governor the Governing Body shall appoint a person who is the parent of a registered pupil at the Academy, or where it is not reasonably practical to do so, a person who is the parent of a child of compulsory school age.

- 9.4 The Governing Body shall make all necessary arrangements for, and determine all other matters relating to, an election of parent governors, including any question of whether a person is a parent of a registered pupil at the Academy. Any election of parent governors which is contested shall be held by secret ballot.
- 9.5 The arrangements made for the election of a parent governor shall provide for every person who is entitled to vote in the election to have an opportunity to do so by post or, if he prefers, by having his ballot paper returned to the Academy by a registered pupil at the Academy.
- 9.6 Where a vacancy for a parent governor is required to be filled by election, the Governing Body shall take such steps as are reasonably practical to secure that every person who is known to them to be a parent of a registered pupil at the Academy is informed of the vacancy and that it is required to be filled by election, informed that he is entitled to stand as a candidate, and vote at the election, and given an opportunity to do so.
- 9.7 The teacher governor(s) shall be elected by the teachers at the Academy on the basis that the candidate with the most votes shall be the candidate which is elected. A teacher governor must be a teacher at the Academy at the time he is elected. If a teacher governor ceases to be employed as a teacher at the Academy then he shall resign. For this purpose 'teacher' means a teacher employed under a contract of employment or a contract for services or otherwise engaged to provide his services as a teacher.
- 9.8 The Governing Body shall determine, for the purposes of an election of teacher governor, any question whether a person is employed under a contract of employment or a contract for services or otherwise engaged to provide his services as a teacher at the Academy.
- 9.9 The Governing Body shall make all necessary arrangements for, and determine all other matters relating to, an election of teacher governors. Any election of teacher governors which is contested shall be held by secret ballot.
- 9.10 The staff governor(s) shall be elected by persons employed at the Academy otherwise than as teachers on the basis that the candidate with the most votes shall be the candidate which is elected. The staff governor must be so employed at the time he is elected. If a staff governor ceases to be employed at the Academy then he shall resign. For this purpose 'employed' means employed under a contract of employment or a contract for services.
- 9.11 The Governing Body shall determine, for the purposes of an election of staff governors, any question whether a person is employed under a contract of employment or a contract for services at the Academy.
- 9.12 There shall also be a governor called the community governor whose function is to represent the views of the local community in Westbourne Green.
- 9.13 The Governing Body shall make all necessary arrangements for, and determine all other matters relating to, the procedure for electing the community governor.

10. **CO-OPTED GOVERNORS**

The Governing Body may appoint up to 3 co-opted governors. A 'co-opted governor' means a person who is appointed to be a governor by being co-opted by governors who have not themselves been co-opted.

11. **APPOINTMENT OF ADDITIONAL GOVERNORS**

- 11.1 The Secretary of State may give a warning notice to the Governing Body where:

- (a) he is satisfied:
 - (i) that the standards of performance of pupils at the Academy are unacceptably low and are likely to remain so unless the Secretary of State exercises his powers under article 11.3, or
 - (ii) that there has been a serious breakdown in the way the Academy is managed or governed which is prejudicing, or likely to prejudice, such standards of performance, or
 - (iii) that the safety of pupils or staff of the Academy is threatened (whether by a breakdown of discipline or otherwise); and
- (b) the Secretary of State has previously informed the Governing Body of the matters on which that conclusion is based; and
- (c) those matters have not been remedied to the Secretary of State's satisfaction within a reasonable period.

11.2 For the purposes of article 11.1 a 'warning notice' is a notice in writing by the Secretary of State setting out:

- (a) the matters referred to in Article 11.1(a);
- (b) the action which he requires the Governing Body to take in order to remedy those matters; and
- (c) the period within which that action is to be taken by the Governing Body (the "**compliance period**").

11.3 The Secretary of State may appoint as many additional governors as he thinks fit if the Secretary of State has:

- (a) given the Governing Body a warning notice in accordance with article 11.2; and
- (b) the Governing Body have failed to comply, or secure compliance, with the notice to the Secretary of State's satisfaction within the compliance period; and
- (c) the Secretary of State has given reasonable notice in writing to the Governing Body that he proposes to exercise his powers under this article.

12. **TERM OF OFFICE**

The term of office for any governor shall be 4 years, save that this time limit shall not apply to either the head teacher of the Academy or the Principal Sponsor (during any period that the Principal Sponsor is a governor). Subject to remaining eligible to be a particular type of governor any governor may be re-appointed or re-elected.

13. **RESIGNATION AND REMOVAL**

13.1 A governor shall cease to hold office if he resigns his office by notice to the Trust (but only if at least three governors who are not co-opted governors will remain in office when the notice of resignation is to take effect).

13.2 A governor shall cease to hold office if he is removed by the person or persons who appointed him. This article does not apply in respect of any elected governor; or a parent governor who has been appointed rather than elected.

13.3 Where a governor resigns his office or is removed from office, the governor or, where he is removed from office, those removing him, shall give written notice thereof to the clerk.

14. **DISQUALIFICATION OF GOVERNORS**

14.1 No person shall be qualified to be a governor unless he is aged 18 or over at the date of his election or appointment. No pupil of the Academy shall be a governor.

14.2 A governor shall cease to hold office if he becomes incapable by reason of mental disorder, illness or injury of managing or administering his own affairs.

14.3 A governor shall cease to hold office if he is absent without the permission of the Governing Body from all their meetings held within a period of six months and the governors resolve that his office be vacated.

14.4 A person shall be disqualified from holding or continuing to hold office as a governor if:

(a) he has been adjudged bankrupt or sequestration of his estate has been awarded and (in either case) he has not been discharged and the bankruptcy order has not been annulled or rescinded; or

(b) he has made a composition or arrangement with, or granted a trust deed for, his creditors and has not been discharged in respect of it.

14.5 A person shall be disqualified from holding or continuing to hold office as a governor at any time when he is subject to a disqualification order under the Company Directors Disqualification Act 1986 or to an order made under section 429(2)(b) of the Insolvency Act 1986 (failure to pay under county court administration order).

14.6 A governor shall cease to hold office if he ceases to be a governor by virtue of any provision in the Act or is disqualified from acting as a trustee by virtue of section 72 of the Charities Act 1993 (or any statutory re-enactment or modification of that provision).

14.7 A person shall be disqualified from holding or continuing to hold office as a governor if he has been removed from the office of charity trustee or trustee for a charity by an order made by the Charity Commissioners (as defined in the Charities Act 1993) or the High Court on the grounds of any misconduct or mismanagement in the administration of the charity for which he was responsible or to which he was privy, or which he by his conduct contributed to or facilitated.

14.8 A person shall be disqualified from holding or continuing to hold office as a governor if he is a person in respect of whom a direction has been made under section 142 of the Education Act 2002.

14.9 A person shall be disqualified from holding or continuing to hold office as a governor where he has, at any time, been convicted of any criminal offence, excluding any offence for which the maximum sentence is a fine or a lesser sentence.

14.10 Where, by virtue of these articles a person becomes disqualified from holding, or continuing to hold office as a governor; and he is, or is proposed, to become such a governor, he shall upon becoming so disqualified give written notice of that fact to the clerk.

14.11 Article 14 shall also apply to any member of any committee of the governors who is not a governor.

15. **SECRETARY/CLERK TO THE GOVERNING BODY**

Subject to the provisions of the Act, the secretary shall be appointed by the governors for such term, at such remuneration and upon such conditions as they may think fit; and any secretary so appointed may be appointed by them. The secretary shall be known as "the clerk". The clerk shall not be a governor or the head teacher of the Academy. Notwithstanding this article, the Governing Body may, where the clerk fails to attend a meeting of theirs, appoint any one of their number to act as clerk for the purposes of that meeting.

16. **CHAIRMAN AND VICE-CHAIRMAN OF THE GOVERNING BODY**

16.1 The Principal Sponsor shall appoint the chairman and vice-chairman from among the sponsor governors. A governor who is employed to work at the Academy shall not be eligible for election as chairman or vice-chairman.

16.2 The chairman or vice-chairman shall hold office as such until his successor has been appointed in accordance with article 16.1.

16.3 The chairman or vice-chairman may at any time resign his office by giving notice in writing to the clerk. The chairman or vice-chairman shall cease to hold office if:

- (a) he ceases to be a governor;
- (b) he is employed to work at the Academy;
- (c) he is removed from office in accordance with these articles; or
- (d) in the case of the vice-chairman, he is elected in accordance with these articles to fill a vacancy in the office of chairman.

16.4 Where by reason of any of the matters referred to in article 16.3, a vacancy arises in the office of chairman or vice-chairman, the Principal Sponsor shall at the next meeting of the Governing Body elect one of their number to fill that vacancy.

16.5 Where the chairman is absent from any meeting or there is at the time a vacancy in the office of the chairman, the vice-chairman shall act as the chairman for the purposes of the meeting.

16.6 Where in the circumstances referred to in article 16.5 the vice-chairman is also absent from the meeting or there is at the time a vacancy in the office of vice-chairman, the governors shall elect one of their number to act as a chairman for the purposes of that meeting, provided that the governor elected shall not be a person who is employed to work at the Academy.

16.7 The governors may remove the chairman or vice-chairman from office in accordance with this article:

- (a) a resolution to remove the chairman or vice-chairman from office which is passed at a meeting of the Governing Body shall not have effect unless:
 - (i) it is confirmed by a resolution passed at a second meeting of the Governing Body held not less than fourteen days after the first meeting ('the second meeting'); and
 - (ii) the matter of the chairman's or vice-chairman's removal from office is specified as an item of business on the agenda for each of those meetings.

- (b) Before the Governing Body resolve at the relevant meeting on whether to confirm the resolution to remove the chairman or vice-chairman from office, the governor or governors proposing his removal shall at that meeting state their reasons for doing so and the chairman or vice-chairman shall be given an opportunity to make a statement in response.

17. **POWERS OF GOVERNORS**

17.1 Subject to provisions of the Act, the memorandum and the articles and to any directions given by special resolution, the business of the Trust shall be managed by the governors who may exercise all the powers of the Trust. No alteration of the memorandum or the articles and no such direction shall invalidate any prior act of the governors which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this article shall not be limited by any special power given to the governors by the articles and a meeting of governors at which a quorum is present may exercise all the powers exercisable by the governors.

17.2 In addition to all powers hereby expressly conferred upon them and without detracting from the generality of their powers under the articles the governors shall have the following powers, namely:

- (a) to expend the funds of the Trust in such manner as they shall consider most beneficial for the achievement of the Objects and to invest in the name of the Trust such part of the funds as they may see fit and to direct the sale or transposition of any such investments and to expend the proceeds of any such sale in furtherance of the Objects;

- (b) to enter into contracts on behalf of the Trust.

17.3 The governors shall exercise their powers and functions with a view to fulfilling a largely strategic role in the running of the school and shall consider any advice given by the head teacher of the Academy.

17.4 Any bank account in which any part of the assets of the Trust is deposited shall be operated by the governors and shall indicate the name of the Trust. All cheques and orders for the payment of money from such account shall be signed by at least two signatories authorised by the governors in respect of their activities as governors.

18. **GOVERNORS' EXPENSES**

18.1 The governors may at the discretion of the Governing Body be paid all reasonable and proper out of pocket travelling, hotel and other expenses, excluding foreign travel, properly incurred by them in connection with their attendance at meetings of governors or committees of governors or general meetings or otherwise in connection with the discharge of their duties, but shall otherwise be paid no remuneration.

18.2 Except to the extent permitted by clause 5 of the memorandum and subject to articles 22.20 to 22.22, no governor shall take or hold any interest in property belonging to the Trust or receive remuneration or be interested otherwise than as a governor in any contract to which the Trust is a party.

19. **THE MINUTES**

19.1 The minutes of the proceedings of a meeting of the Governing Body shall be drawn up and entered into a book kept for the purpose by the person acting as clerk for the purposes of the meeting; and shall be signed (subject to the approval of the Governing Body) at the same or next subsequent meeting by the person acting as chairman thereof. The minutes shall include:

- (a) all appointments of officers made by the governors; and
- (b) of all proceedings at meetings of the Trust and of the governors and of committees of governors including the names of the governors present at each such meeting.

20. **DELEGATION**

20.1 Subject to these articles the governors may delegate any of their powers or functions to any committee. They may also delegate to the head teacher of the Academy or any other holder of an executive office such of their powers or functions as they consider desirable to be exercised by him. Any such delegation may be made subject to any conditions the governors may impose, and either collaterally with or to the exclusion of their own powers and may be revoked or altered.

20.2 Where any function of the governors has been delegated to or is otherwise exercisable by a governor (including the chairman or vice-chairman), the head teacher of the Academy, or a committee established by them, any governor, head teacher or committee to whom a function of the governors has been delegated or who has otherwise exercised a function of the governors shall report to the governors in respect of any action taken or decision made with respect to the exercise of that function at the meeting of the governors immediately following the taking of the action or the making of the decision.

20.3 The governors may establish any committee to exercise, subject to these articles, powers and functions of the governors. The constitution, membership and proceedings of any committee of the governors shall be determined by the governors. The establishment, terms of reference, constitution and membership of any committee of the governors shall be reviewed at least once in every twelve months. The membership of any committee of the governors may include persons who are not governors, provided that a majority of members of any such committee shall be governors. The governors may determine that some or all of the members of a committee who are not governors shall be entitled to vote in any proceedings of the committee. No vote on any matter shall be taken at a meeting of a committee of the governors unless the majority of members of the committee present are governors.

21. **HEAD TEACHER**

The governors shall appoint the head teacher of the Academy. Subject to these articles, the head teacher shall be responsible for the internal organisation, management and control of the Academy, the implementation of all policies approved of by the governors and for the direction of the teaching and curriculum. For these purposes the governors shall delegate those powers and functions required by the head teacher.

22. **MEETINGS OF THE GOVERNING BODY**

22.1 Subject to these articles, the governors may regulate their proceedings as they think fit.

22.2 The Governing Body shall hold at least one meeting in every school term. Meetings of the Governing Body shall be convened by the clerk. In exercising his functions under this article the clerk shall comply with any direction:

- (a) given by the Governing body; or
- (b) given by the chairman of the Governing Body or, in his absence or where there is a vacancy in the office of chairman, the vice-chairman of the Governing Body, so far as such direction is not inconsistent with any direction given as mentioned in article 22.2(a) above.

- 22.3 Any three governors may, by notice in writing given to the clerk, requisition a meeting of the Governing Body; and it shall be the duty of the clerk to convene such a meeting as soon as is reasonably practicable.
- 22.4 Each governor shall be given at least fourteen clear days before the date of a meeting:
- (a) notice in writing thereof, signed by the clerk, and sent to each governor at the address provided by each governor from time to time; and
 - (b) a copy of the agenda for the meeting:
- provided that where the chairman or, in his absence or where there is a vacancy in the office of chairman, the vice-chairman, so determines on the ground that there are matters demanding urgent consideration, it shall be sufficient if the written notice of a meeting, and the copy of the agenda therefore are given within such shorter period as he directs.
- 22.5 The convening of a meeting and the proceedings conducted thereat shall not be invalidated by reason of any individual not having received written notice of the meeting or a copy of the agenda therefore.
- 22.6 A resolution to rescind or vary a resolution carried at a previous meeting of the Governing Body shall not be proposed at a meeting of the Governing Body unless the consideration of the rescission or variation of the previous resolution is a specific item of business on the agenda for that meeting.
- 22.7 A meeting of the Governing Body shall be terminated forthwith if:
- (a) the Governing Body so resolve; or
 - (b) the number of governors present ceases to constitute a quorum for a meeting of the Governing Body in accordance with article 22.10, subject to article 22.12.
- 22.8 Where in accordance with article 22.7 a meeting is not held or is terminated before all the matters specified as items of business on the agenda for the meeting have been disposed of, a further meeting shall be convened by the clerk as soon as is reasonably practicable, but in any event within seven days of the date on which the meeting was originally to be held or was so terminated.
- 22.9 Where the Governing Body resolve in accordance with article 22.7 to adjourn a meeting before all the items of business on the agenda have been disposed of, the Governing Body shall before doing so determine the time and date at which a further meeting is to be held for the purposes of completing the consideration of those items, and they shall direct the clerk to convene a meeting accordingly.
- 22.10 Subject to Article 22.12 the quorum for a meeting of the Governing Body, and any vote on any matter thereat, shall be any three governors, or, where greater, any one third (rounded up to a whole number) of the total number of governors holding office at the date of the meeting) and at least one such governor must be a sponsor governor.
- 22.11 The governors may act notwithstanding any vacancies in their number, but, if the numbers of governors is less than the number fixed as the quorum, the continuing governors may act only for the purpose of filling vacancies or of calling a General Meeting.
- 22.12 The quorum for the purposes of any vote on the removal of the chairman of the Governing Body in accordance with article 16.9 shall be any two-thirds (rounded up to a whole number) of the persons who are at the time governors entitled to vote on those respective matters and at least one such governor must be a sponsor governor.

- 22.13 Subject to these articles, every question to be decided at a meeting of the Governing Body shall be determined by a majority of the votes of the governors present and voting on the question.
- 22.14 Subject to articles 22.10 to 22.12, where there is an equal division of votes the chairman or, as the case may be, the person who is acting as chairman for the purposes of the meeting, shall have a second or casting vote.
- 22.15 The proceedings of the Governing Body shall not be invalidated by:
- (a) any vacancy among their number, or
 - (b) any defect in the election, appointment or nomination of any governor.
- 22.16 A resolution in writing, signed by all the governors entitled to receive notice of a meeting of governors or of a committee of governors, shall be valid and effective as if it had been passed at a meeting of governors (or as the case may be) a committee of governors duly convened and held. Such a resolution may consist of several documents in the same form, each signed by one or more of the governors.
- 22.17 Subject to this article, the Governing Body shall ensure that a copy of:
- (a) the agenda for every meeting of the Governing Body;
 - (b) the draft minutes of every such meeting, if they have been approved by the person acting as chairman of that meeting;
 - (c) the signed minutes of every such meeting; and
 - (d) any report, document or other paper considered at any such meeting,
- are, as soon as is reasonably practicable, made available at the Academy to persons wishing to inspect them.
- 22.18 There may be excluded from any item required to be made available in pursuance of article 22.17, any material relating to:
- (a) a named teacher or other person employed, or proposed to be employed, at the Academy;
 - (b) a named pupil at, or candidate for admission to, the Academy; and
 - (c) any matter which, by reason of its nature, the Governing Body are satisfied should remain confidential.
- 22.19 Any governor shall be able to participate in meetings of the Governing Body by video conference provided that he has given notice of his intention to do so detailing the telephone number on which he can be reached and appropriate details of the video conference suite from which he shall be taking part at the time of the meeting at least 48 hours before the meeting and provided that the Governing Body has access to the appropriate equipment.
- 22.20 The Academy shall not enter into any contract or arrangement where a member of the Governing Body has the following duties or pecuniary interests unless provided for elsewhere in the memorandum or articles (and any governor who has any such duty or pecuniary interest shall disclose that fact to the Governing Body as soon as he becomes aware of it):

- (a) if he is a director or a member holding more than 1 per cent. of the issued share capital of a company which is interested in a contract or arrangement which has been made or is proposed to be made with the Academy or which has a direct pecuniary interest in the matter under consideration; or
- (b) if he is a partner in a partnership or member of an unincorporated association or any other body with whom such contract or arrangement was made or is proposed to be made or which has a direct pecuniary interest in the matter under consideration.

22.21 Without limitation to the generality of article 22.20, whenever a governor has an interest, whether pecuniary or non-pecuniary in a matter to be discussed at a meeting of the Governing Body or a committee, the governor concerned must:

- (a) declare an interest at the point when or before discussion begins on the matter; and
- (b) withdraw from the meeting for that item; and
- (c) not be counted in the quorum for that part of the meeting; and
- (d) withdraw during the vote and have no vote on the matter.

22.22 For the purposes of articles 22.20 and 22.21, an interest of a person who is, within the meaning of section 346 of the Act, connected with a governor shall be treated as an interest of the governor. This shall include:

- (a) that governor's spouse, child or stepchild; or
- (b) a body corporate with which the governor is associated (i.e. if that governor and persons connected with him together are interested in shares comprising at least one fifth of the share capital of the company or are entitled to exercise more than one fifth of the voting power at any general meeting of that company); or
- (c) a person acting in his capacity as trustee of any trust the beneficiaries of which include:
 - (i) the governor, his spouse or any children or stepchildren of his; or
 - (ii) a body corporate with which he is associated; or
- (d) a person acting in his capacity as a partner of that governor or of any person who, by virtue of paragraphs (a), (b) or (c) above, is connected with that governor.

23. **PATRONS AND HONORARY OFFICERS**

The governors may from time to time appoint any person whether or not a Member of the Trust to be a patron of the Trust or to hold any honorary office and may determine for what period he is to hold such office.

24. **THE 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 clerk or by a second governor.

25. **ACCOUNTS**

Accounts shall be prepared in accordance to the provisions of Part VII of the Act.

26. **ANNUAL REPORT**

The governors shall comply with their obligations under the Charities Act 1993 (or any statutory re-enactment or modification of the Charities Act 1993) with regard to the preparation of an annual report and its transmission to the Charity Commissioners (as defined in the Charities Act 1993).

27. **ANNUAL RETURN**

The governors shall comply with their obligations under the Charities Act 1993 (or any statutory re-enactment or modification of the Charities Act 1993) with regard to the preparation of an annual return and its transmission to the Charity Commissioners (as defined in the Charities Act 1993).

28. **NOTICES**

28.1 Any notice to be given to or by any person pursuant to the articles shall be in writing except that a notice calling a meeting of the governors need not be in writing.

28.2 A notice may be given by the Trust to a Member or governor either personally or by sending it by post in a prepaid envelope addressed to the Member or governor at his registered or residential address (as the case may be) or by leaving it at that address. A Member or governor whose registered or residential address (as the case may be) is not within the United Kingdom and who gives to the Trust an address within the United Kingdom at which notices may be given to him shall be entitled to have notices given to him at that address, but otherwise no such Member or governor shall be entitled to receive any notice from the Trust.

28.3 A Member or governor present in person at any meeting shall be deemed to have received notice of the meeting and, where necessary, of the purposes for which it was called.

28.4 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of 48 hours after the envelope containing it was posted.

29. **INDEMNITY**

Subject to the provisions of the Act every governor or other officer or governor or auditor of the Trust shall be indemnified out of the assets of the Trust against any liability incurred by him in that capacity in defending any proceedings, whether civil or criminal, in which judgment is given in 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 Trust.

30. **RULES**

30.1 The governors may from time to time make such rules or bye laws as they may deem necessary or expedient or convenient for the proper conduct and management of the Trust and for purposes of prescribing classes of and conditions of membership, and in particular but without prejudice to the generality of the foregoing, they may by such rules or bye laws regulate:

- (a) the admission and classification of Members of the Trust (including the admission of organisations to membership) and the rights and privileges of such Members,

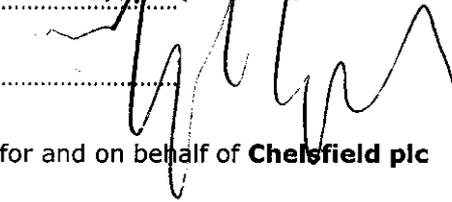
and the conditions of membership and the terms on which Members may resign or have their membership terminated and the entrance fees, subscriptions and other fees or payments to be made by Members;

- (b) the conduct of Members of the Trust in relation to one another, and to the Trust's servants;
- (c) the setting aside of the whole or any part or parts of the Trust's premises at any particular time or times or for any particular purpose or purposes;
- (d) the procedure at general meetings and meetings of the governors and committees of the governors and meetings of the Governing Body in so far as such procedure is not regulated by the articles;
- (e) generally, all such matters as are commonly the subject matter of company rules.

30.2 The Trust in general meeting shall have power to alter, add or to repeal the rules or bye laws and the governors shall adopt such means as they think sufficient to bring to the notice of Members of the Trust all such rules or bye laws, which shall be binding on all Members of the Trust. Provided that no rule or bye law shall be inconsistent with, or shall affect or repeal anything contained in, the memorandum or the articles.

Names, signatures and addresses of Subscribers

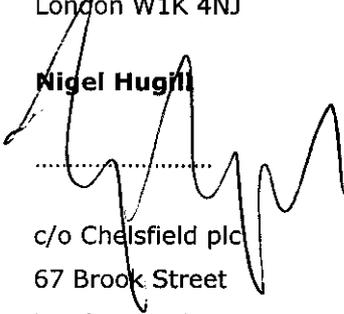
Name: WILLIAM NIGEL HUGILL

Signature: 

for and on behalf of **Chelsfield plc**

Address: 67 Brook Street
London W1K 4NJ

Name: **Nigel Hugill**

Signature: 

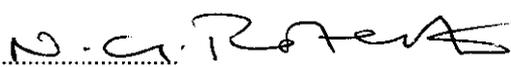
Address: c/o Chelsfield plc
67 Brook Street
London W1K 4NJ

Name: **George Cochrane**

Signature: 

Address: c/o Chelsfield plc
67 Brook Street
London W1K 4NJ

Name: **Nick Roberts**

Signature: N. C. Roberts 

Address: c/o Chelsfield plc
67 Brook Street
London W1K 4NJ

Witness to the above Signatures:

Name: L. C. HARRISON

Address: Chelsfield plc, 67 Brook

Occupation: Chartered Secretary

Date: 7/4/04