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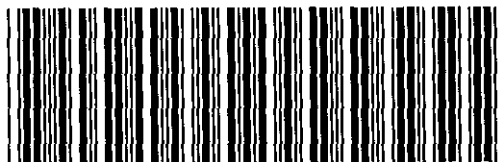
**CERTIFICATE OF INCORPORATION  
OF A PRIVATE LIMITED COMPANY**

Company No. 6142007

The Registrar of Companies for England and Wales hereby certifies that  
ST. PAUL'S GIRLS' SCHOOL

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

Given at Companies House, Cardiff, the 6th March 2007



\*N061420077\*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*  
— for the record —



Please complete in typescript,  
or in bold black capitals.

CHFP025

614 2007

12

## Declaration on application for registration

Company Name in full

ST. PAUL'S GIRLS' SCHOOL

I, THEA LONGLEY

of BATES WELLS & BRAITHWAITE  
2-6 CANNON STREET, LONDON EC4M 6YH

† Please delete as appropriate.

do solemnly and sincerely declare that I am a [Solicitor engaged in the  
formation of the company] ~~PERSON WHO IS NOT A SOLICITOR~~  
~~PERSON WHO IS NOT A SOLICITOR~~ 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

Thea Longley

Declared at

2 - 6 Cannon Street, London EC4M 6YH

Day Month Year

On

05 03 2007

① Please print name.

before me ①

Katherine Ann Cooper

Signed

K.A. Cooper

Date

5. 3. 2007

† 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.

Bates Wells & Braithwaite  
2-6 Cannon St  
London  
EC4M 6YH

REF: TJL/017206/23

Tel 0207 5517777

DX number DX 42609

DX exchange Cheapside 1

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

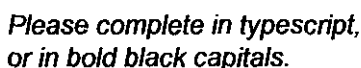


A09

06/03/2007

608

COMPANIES HOUSE



CHFP025

# 30(5)(a)

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

**Company Name in full**

ST. PAUL'S GIRLS' SCHOOL

1, THEA LONGLEY

of BATES WELLS & BRAITHWAITE  
2-6 CANNON ST, LONDON, EC4M 6YH

a [Solicitor engaged in the formation of the company] ~~has not acted as~~  
~~director or secretary of the company in the statement delivered under~~  
~~section 30(3) 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

Day      Month      Year

on

|   |   |   |   |   |   |   |   |
|---|---|---|---|---|---|---|---|
| 0 | 5 | 0 | 3 | 2 | 0 | 0 | 7 |
|---|---|---|---|---|---|---|---|

① Please print name.

before me ①

Katherine Ann Cooper

**Signed**

*K. Cooper*

Date \_\_\_\_\_

5.3.07

~~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.

Bates Wells & Braithwaite  
2-6 Cannon St  
London  
EC4M 6YH

REF: TJL/017206/23 Tel 0207 5517777  
DX number DX 42609 DX exchange Cheapside 1

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**



A09

06/03/2007

607

COMPANIES HOUSE

Laserform International 12/99

TUESDAY



# 10

Please complete in typescript,  
or in bold black capitals.

## First directors and secretary and intended situation of registered office

CHFP025

Notes on completion appear on final page

### Company Name in full

St. Paul's Girls' School

### Proposed Registered Office

(PO Box numbers only, are not acceptable)

ST. PAUL'S GIRLS SCHOOL  
Brook Green

Hammersmith

Post town London

County / Region

Postcode W6 7BS

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.

Agent's Name

Bates Wells & Braithwaite

Address

2-6 Cannon Street

Post town London

County / Region

Postcode EC4M 6YH

Number of continuation sheets attached

1

You do not have to give any contact  
information in the box opposite but if you  
do, it will help Companies House to

Bates Wells & Braithwaite  
2-6 Cannon St  
London  
EC4M 6YH

Tel 0207 5517777

DX number DX 42609 DX exchange Cheapside 1

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

TUESDAY

WEDNESDAY



\*A1VKKNMJ\*

A09 06/03/2007 606  
COMPANIES HOUSE



\*AIH6UN2Y\*  
A24 14/02/2007 427  
COMPANIES HOUSE

**Company Secretary** (see notes 1-5)

Company name St. Paul's Girls' School

NAME \*Style / Title Mrs \*Honours etc OBE

\* Voluntary details

Forename(s) Margot *SUZANNE*

Surname Chaundler

Previous forename(s) -

Previous surname(s)

KIRK TO 1999

Address ††

9 MUNCASTER RD

†† 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.

☐

Post town LONDON

County / Region

Postcode SW11 6NY

Country UK

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

Consent signature

*Margot Chaundler*

Date 12.12.2006

**Directors** (see notes 1-5)

Please list directors in alphabetical order

NAME \*Style / Title Ms \*Honours etc CBE

Forename(s) Helen

Surname Alexander

Previous forename(s)

Previous surname(s)

Address ††

†† 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.

☐

Post town

County / Region

Postcode

Country England

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

**Company Secretary** (see notes 1-5)

Company name St. Paul's Girls' School

NAME \*Style / Title Mrs \*Honours etc OBE

\* Voluntary details

Forename(s) Margot

Surname Chaundler

Previous forename(s)

Previous surname(s)

Address ††

†† 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.

Post town

County / Region

Postcode

Country

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 Ms \*Honours etc CBE

Forename(s) Helen

Surname Alexander

Previous forename(s)

Previous surname(s)

Address ††

†† 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.

Post town LONDON

County / Region

Postcode SW1A 1HG

Country England

Day Month Year

Date of birth

10 02 1957 Nationality U.K.

Business occupation

C.E.O.

Other directorships

~~CENTRICA PLC, THE ECONOMIST NEWSPAPER LTD~~  
and subsidiaries. Please see attached

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

Consent signature

Date

12/12/06

**Directors**

(see notes 1-5)

Please list directors in alphabetical order

|   |                            |                                  |              |                     |                    |   |   |             |                           |         |
|---|----------------------------|----------------------------------|--------------|---------------------|--------------------|---|---|-------------|---------------------------|---------|
| <b>NAME</b>   | <b>*Style / Title</b>      | The Hon                          |              | <b>*Honours etc</b> |                    |   |   |             |                           |         |
| <b>* Voluntary details</b>  |                            | <b>Forename(s)</b> Henry William |              |                     |                    |   |   |             |                           |         |
|   |                            | <b>Surname</b> Palmer            |              |                     |                    |   |   |             |                           |         |
|   |                            | <b>Previous forename(s)</b>      |              |                     |                    |   |   |             |                           |         |
|   |                            | <b>Previous surname(s)</b>       |              |                     |                    |   |   |             |                           |         |
| <b>†† 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.</b> | <b>Address ††</b>          | BURHUNT FARM                     |              |                     |                    |   |   |             |                           |         |
|   | <input type="checkbox"/>   | SELBORNE                         |              |                     |                    |   |   |             |                           |         |
|   |                            | ALTON                            |              |                     |                    |   |   |             |                           |         |
|   | <b>Post town</b>           | <b>County / Region</b>           |              | <b>Postcode</b>     |                    |   |   |             |                           |         |
|   |                            | HAMPSHIRE                        |              | GU34 3LP            |                    |   |   |             |                           |         |
|   | <b>Country</b>             | UK                               |              |                     |                    |   |   |             |                           |         |
|   |                            | <b>Day</b>                       | <b>Month</b> | <b>Year</b>         | <b>Nationality</b> |   |   |             |                           |         |
|   | <b>Date of birth</b>       | 1                                | 2            | 0                   | 7                  | 1 | 9 | 4           | 1                         | BRITISH |
|   | <b>Business occupation</b> | RETIRED                          |              |                     |                    |   |   |             |                           |         |
|   | <b>Other directorships</b> | BLACKMOORE ESTATE LTD, CIFIC LTD |              |                     |                    |   |   |             |                           |         |
|   |                            | LEIGH OF LYME LTD                |              |                     |                    |   |   |             |                           |         |
| I consent to act as director of the company named on page 1   |                            |                                  |              |                     |                    |   |   |             |                           |         |
|   | <b>Consent signature</b>   | Henry Palmer                     |              |                     |                    |   |   | <b>Date</b> | 13 <sup>th</sup> Dec 2006 |         |

**This section must be signed by***Either***an agent on behalf of all subscribers****Signed**

The Longs

**Date**

13.2.07

**Or the subscribers****Signed****Date***( i.e those who signed as members on the memorandum of association).***Signed****Date****Signed****Date****Signed****Date****Signed****Date****Signed****Date**

**Form 10 St. Paul's Girls' School**

**Other directorships of Helen Alexander**

The Economist Intelligence Unit Limited

Dartford Printing Limited

The Economist Publications Limited

The Economist Newspaper Limited

The Economist Group Trustee Company Limited

The Economist Overseas (Holdings) Limited

Ryder Street Properties Limited

Ryder Street Properties (Management) Limited

The Economist Books Limited

The Economist Group Limited

Periodical Publishers Association Limited

Centrica PLC

Tate Enterprises Limited

Eurofinance Conferences Limited



6142007 1422  
76027

The Companies Acts 1985 and 1989

Company Limited by Guarantee and not Having a Share Capital

**Memorandum of Association**

of

**St. Paul's Girls' School**

**Name**

1. The name of the company is St. Paul's Girls' School. In this Memorandum and the company's Articles of Association it is called "the School".

**Registered office**

2. The registered office of the School is situated in England and Wales.

**Objects**

- 3.1 The objects of the School are to promote in Greater London the education (including social and physical training) of girls and boys and in particular but without prejudice to the generality of the foregoing to conduct and maintain schools in or near to Greater London for girls and boys.
- 3.2 The Governors shall pursue the objects of the School by running a girls school and may only educate members of the opposite sex with the prior written consent of and subject to any restriction imposed by the Mercers' Company.

**Religious instruction**

- 4.1 Religious instruction consistent with the doctrines of the Church of England shall be given in the Schools in conjunction with such other religious instruction as the Governors think appropriate.
- 4.2 The Mercers' Company may from time to time appoint a person who shall be a Bishop of the Church of England for the purpose of giving general guidance and oversight as to the religious instruction, and the spiritual welfare of pupils.

**Powers**

5. To further its objects the School may:
  - 5.1 provide and assist in the provision of education, associated pastoral care, bursaries, scholarships and other help;



- 5.2 organise and assist in the provision of conferences, courses of instruction, exhibitions, lectures and other educational activities;
- 5.3 publish and distribute books, pamphlets, reports, leaflets, journals, films, tapes and instructional matter in any media;
- 5.4 promote, encourage, carry out or commission research, surveys, studies or other work, making the useful results available;
- 5.5 provide or procure the provision of counselling, guidance and advice;
- 5.6 alone or with other organisations seek to influence public opinion and make representations to and seek to influence governmental and other bodies and institutions regarding the development and implementation of appropriate policies provided that all such activities shall be conducted on the basis of well-founded, reasoned argument and shall in all other respects be confined to those which an English charity may properly undertake;
- 5.7 enter into contracts to provide services to or on behalf of other bodies;
- 5.8 acquire or rent any property of any kind and any rights or privileges in and over property and construct, maintain, alter and equip any buildings or facilities;
- 5.9 subject to any consent required by law, dispose of or deal with all or any of its property with or without payment and subject to such conditions as the Governors think fit;
- 5.10 subject to any consent required by law, borrow or raise and secure the payment of money for any purpose including for the purposes of investment or of raising funds;
- 5.11 set aside funds for special purposes or as reserves against future expenditure;
- 5.12 invest the School's money not immediately required for its objects in or upon any investments, securities, or property;
- 5.13 delegate the management of investments to a Financial Expert or Experts provided that:
  - 5.13.1 the investment policy is set down in writing for each Financial Expert by the Governors;
  - 5.13.2 every transaction is reported as appropriate to the Governors;
  - 5.13.3 the performance of the investments is reviewed regularly by the Governors;
  - 5.13.4 the Governors are entitled to cancel the delegation arrangement at any time;
  - 5.13.5 the investment policy and the delegation arrangements are reviewed at least once a year;
  - 5.13.6 all payments due to the Financial Expert are on a scale or at a level which is agreed in advance and are notified promptly to the Governors on receipt; and

- 5.13.7 the Financial Expert may not do anything outside the powers of the Governors.
- 5.14 arrange for investments or other property of the School to be held in the name of a nominee (being a corporate body registered or having an established place of business in England and Wales) under the control of the Governors or of a Financial Expert acting under their instructions and pay any reasonable fee required;
- 5.15 lend money and give credit to, take security for such loans or credit and guarantee or give security for the performance of contracts by any person or company;
- 5.16 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- 5.17 subject to the restriction in clause 5.19 raise funds by way of subscription, donation or otherwise;
- 5.18 accept (or disclaim) gifts of money and any other property;
- 5.19 trade in the course of carrying out the objects of the School and carry on any other trade which is not expected to give rise to taxable profits;
- 5.20 *incorporate subsidiary companies to carry on any trade;*
- 5.21 subject to clause 6:
- 5.21.1 engage and pay employees, consultants and professional or other advisers; and
- 5.21.2 make reasonable provision for the payment of pensions and other retirement benefits to or on behalf of employees and their spouses and dependants;
- 5.22 establish and support or aid in the establishment and support of any other organisations and subscribe, lend or guarantee money or property for charitable purposes;
- 5.23 become a member, associate or affiliate of or act as trustee or appoint trustees of any other organisation (including without limitation any charitable trust of permanent endowment property held for any of the charitable purposes included in the School's objects);
- 5.24 undertake and execute charitable trusts;
- 5.25 amalgamate with or acquire or undertake all or any of the property, liabilities and engagements of any body having objects wholly or in part similar to those of the School;
- 5.26 co-operate with charities, voluntary bodies, statutory authorities and other bodies and exchange information and advice with them;
- 5.27 pay out of the funds of the School the costs of forming and registering the School;

5.28 insure the property of the School against any foreseeable risk and take out other insurance policies as are considered necessary by the Governors to protect the School;

5.29 provide indemnity insurance to cover the liability of the Governors and committee members 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 School: Provided that any such insurance shall not extend to the provision of any indemnity for a person in respect of:

5.29.1 any act or omission which he or she knew to be a breach of trust or breach of duty or which was committed by him or her in reckless disregard to whether it was a breach of trust or breach of duty or not; or

5.29.2 any liability incurred by him or her in defending any criminal proceedings in which he or she is convicted of an offence arising out of any fraud or dishonesty, or wilful or reckless misconduct by him or her;

and

5.30 do all such other lawful things as may further the School's objects.

#### **Limitation on private benefits**

6.1 The income and property of the School shall be applied solely towards the promotion of its objects.

6.2 Except as provided below no part of the income and property of the School may be paid or transferred directly or indirectly by way of benefit to the Member of the School and no Governor or Connected Person may receive any remuneration or other benefit in money or money's worth from the School. This shall not prevent any payment in good faith by the School of:

6.2.1 any payments made to or benefits conferred on a Governor or Connected Person in his or her capacity as a beneficiary of the School;

6.2.2 any payments to the Member to be used for pursuing the objects of the School;

6.2.3 reasonable and proper remuneration to any person for any goods or services supplied to the School (including services performed by individuals, other than Governors, under a contract of employment with the School but excluding payments for the service of acting as Governor) provided that:

(a) if such person is a Governor or Connected Person the procedure described in Article 39 of the Articles (Conflicts of Interest) is followed by the relevant Governor in relation to any decisions regarding himself, herself or the person connected with him or her; and

(b) this provision shall not apply to more than half the Governors in any financial year (and for these purposes such provision shall be treated as applying to a Governor if they apply to a person who is a Connected Person in relation to that Governor);

- 6.2.4 interest on money lent by the Member, a Governor or Connected Person at a reasonable and proper rate;
- 6.2.5 any reasonable and proper rent for premises let by the Member, a Governor or Connected Person;
- 6.2.6 fees, remuneration or other benefits in money or money's worth to a company of which the Member, a Governor or Connected Person holds less than 1% of the capital;
- 6.2.7 reasonable and proper out-of-pocket expenses of Governors;
- 6.2.8 reasonable and proper premiums in respect of indemnity insurance effected in accordance with clause 5.29 of this Memorandum;
- 6.3 The restrictions on benefits and remuneration that may be conferred on the Member and on the Governors by clause 6.2 of this Memorandum and the permitted exceptions to such restrictions shall apply equally to benefits and remuneration conferred on the Member and on the Governors by any Subsidiary Company, and for this purpose references to the School shall be treated as references to the Subsidiary Company.

#### **Limited liability**

- 7. The liability of the Member is limited.
- 8. The Member undertakes to contribute a sum not exceeding £1 to the assets of the School if it is wound up during its membership or within one year afterwards:
  - 8.1 for payment of the debts and liabilities of the School contracted before it ceased to be a member;
  - 8.2 for the costs, charges and expenses of winding up;
  - 8.3 for the adjustment of the rights of the contributories among themselves.

#### **Winding up**

- 9. If any property remains after the School has been wound up or dissolved and the debts and liabilities have been satisfied it must be paid to the Foundation or some other charitable institution or institutions with similar objects chosen by the Member and subject thereto by the Governors at or before the time of winding up or dissolution.

#### **Definitions**

- 10. Words and phrases used in this Memorandum of Association have the same meanings as are ascribed to them in the Articles of Association of the School .

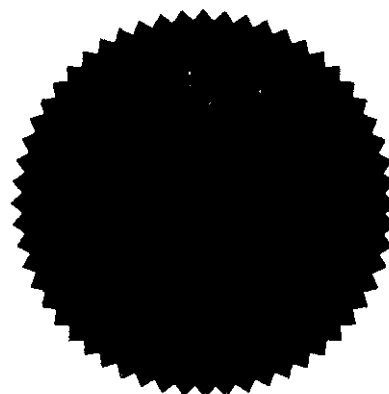
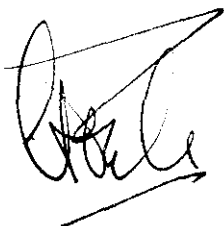
We, the subscriber to this Memorandum, wish to be formed into a company in accordance with this Memorandum

**Signatures, Name and Address of Subscriber**

**Guarantee**

£1

The Seal of The Wardens and Commonalty of the Mystery of  
Mercers of the City of London (commonly called The  
Mercers' Company), a body corporate created by Royal  
Charter whose address is Mercers Hall, Ironmonger Lane,  
London EC2V 8HE was affixed in the presence of:




80

CHARLES PARKER.....

Date: 2 MARCH 2007.....

In the presence of

Signature: 

Name: PAULINE C. BAYLY.

Address: 14A GRANGE PARK, BISHOPS STORTFORD, CM28 2HY

Occupation: SECRETARY.

The Companies Acts 1985 and 1989

Company Limited by Guarantee and not Having a Share Capital

**Articles of Association**

**of**

**St. Paul's Girls' School**

**Interpretation**

1. In these Articles and the Memorandum the following terms shall have the following meanings:

| <b>Term</b>            | <b>Meaning</b>  |
|------------------------|---|
| 1.1 "Act"              | the Companies Act 1985 including any statutory modification or re-enactment for the time being in force   |
| 1.2 "address"          | in relation to electronic communications includes any number or address used for the purpose of such communication  |
| 1.3 "Articles"         | these Articles of Association of the School   |
| 1.4 "Bye-laws"         | any bye-laws made in accordance with Article 20 as amended from time to time  |
| 1.5 "clear days"       | in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect  |
| 1.6 "Connected Person" | (a) any spouse, parent, child, brother, sister, grandparent or grandchild of a Governor; or (b) any other person in a relationship with a Governor which may reasonably be regarded as equivalent to such a relationship; (c) any company or firm of which a Governor is a paid director, partner or employee, or shareholder holding more than 1% of the capital; or (d) any company under the control of the Member |

- |      |                                   |  |
|------|-----------------------------------|--|
| 1.7  | <b>“Co-opted Governors”</b>       | Governors co-opted by their fellow Governors in accordance with Article 12   |
| 1.8  | <b>“Electronic Communication”</b> | has the meaning ascribed to it in the Electronic Communications Act 2000   |
| 1.9  | <b>“Financial Expert”</b>         | an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000   |
| 1.10 | <b>“Foundation”</b>               | the St Paul’s Schools’ Foundation, a registered charity (number 312749)  |
| 1.11 | <b>“Mercers’ Company”</b>         | the body corporate called the Wardens and Commonalty of the Mystery of Mercers of the City of London (commonly called The Mercers’ Company)  |
| 1.12 | <b>“Member”</b>                   | the sole company law member of the School namely the Mercers’ Company  |
| 1.13 | <b>“Memorandum”</b>               | the Memorandum of Association of the School  |
| 1.14 | <b>“Nominated Governors”</b>      | Governors appointed by the Member in accordance with Articles 10 and 11  |
| 1.15 | <b>“School”</b>                   | St. Paul’s Girls’ School, the company established by the Memorandum and governed by these Articles   |
| 1.16 | <b>“Clerk to the Governors”</b>   | the Clerk to the Governors including any deputy or assistant who shall be the company secretary of the School as defined in the Act  |
| 1.17 | <b>“Subsidiary Company”</b>       | any company in which the School holds more than 50% of the shares, controls more than 50% of the voting rights attached to the shares or has the right to appoint a majority of the board of the company |
| 1.18 | <b>“Governor and Governors”</b>   | the director and directors as defined in the Act which includes for the avoidance of doubt both Nominated and Co-opted Governors   |



2. In these Articles and the Memorandum:
  - 2.1 Unless the context otherwise requires, words or expressions contained in the Articles bear the same meaning as in the Act but excluding any statutory modification thereof not in force when the Articles become binding on the School;
  - 2.2 Subject to Article 2.1 any reference in these Articles or the Memorandum to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it.

### **Membership**

3. The School is established as a sole member company. The School's sole Member shall be the Mercers' Company.
4. In the event of a reconstruction or amalgamation of the Member without insolvency the Governors shall admit its successor or amalgamated organisation as a Member.
5. *If the Member goes into liquidation otherwise than for the purpose of a reconstruction or amalgamation without insolvency or has an administrator or a receiver or an administrative receiver appointed over all its assets or an order made or a resolution passed for its winding up the Member's membership shall automatically cease, membership shall transfer automatically to such person or persons as shall then become trustee or trustees of the Foundation, whom the Governors shall admit into membership of the School.*
6. The Clerk to the Mercers' Company or his deputy for the time being shall be the individual appointed by the Member to represent it at general meetings of the School *and the name of the Clerk and the fact that he or she is the representative of the Member shall be noted in the register of members. The Member shall be able to replace its representative with another individual by giving notice in writing to the School.*

### **Governors**

#### **Number of Governors**

7. There shall be a minimum of fifteen and a maximum of twenty one Governors.
8. The board of Governors when complete shall comprise:
  - 8.1 A maximum of nineteen Nominated Governors appointed by the Member in accordance with Articles 10 and 11; and
  - 8.2 A maximum of two Co-opted Governors appointed by the Governors in accordance with Article 12.
9. No person may be appointed or reappointed as a Governor:
  - 9.1 unless he or she has attained the age of 18 years;

- 9.2 if he or she is 70 years of age or over on the date such appointment or reappointment would otherwise be made unless there are exceptional circumstances which make it appropriate or
- 9.3 in circumstances such that, had he or she already been a Governor, he or she would have been disqualified from acting under the provisions of the Articles.

#### ***Appointment of Nominated Governors***

- 10. The Member shall serve notice in writing on the School of the appointment of Nominated Governors and shall specify the date on which such appointment takes effect and the term of years for which the Nominated Governors are each appointed (as set out in Article 13).
- 11. When appointing the Nominated Governors the Member shall:
  - 11.1 ensure that at least five Nominated Governors are members of the Mercers' Company (of whom at least three shall be members of the Court of Assistants);
  - 11.2 seek to appoint one Nominated Governor in consultation with The University Council of Oxford University;
  - 11.3 seek to appoint one Nominated Governor in consultation with the Council of the Senate of the University of Cambridge;
  - 11.4 seek to appoint one Nominated Governor in consultation with the Council of London University;
  - 11.5 ensure that at least three of the Governors are also Governors of St Paul's School.

#### ***Appointment of Co-opted Governors***

- 12. The Governors may co-opt no more than two Co-opted Governors by resolution and must within 21 days give written notice to the Clerk to the Mercers' Company of such co-options specifying the term of years for which each Co-opted Governor has been co-opted (as set out in Article 13).

#### **Governors' terms of office**

- 13. Both Co-opted and Nominated Governors shall serve for terms of no more than four years and shall vacate their office at the end of the specified term unless they are re-appointed. Except in exceptional circumstances, no Governor shall serve for more than twelve consecutive years after which he or she must remain out of office for at least a year before being eligible for re-appointment.

#### **Retirement, removal and disqualification of Governors**

- 14. The office of a Governor shall be vacated if:
  - 14.1 he or she is not re-appointed at the end of his or her term of office as set out in Article 13;

- 14.2 he or she ceases to be a Governor by virtue of any provision of the Act or he or she becomes prohibited by law from being a Governor;
- 14.3 he or she is disqualified under the Charities Act 1993 from acting as a Governor;
- 14.4 he or she becomes bankrupt or makes any arrangement or composition with his or her creditors generally;
- 14.5 the Governors reasonably believe he or she is suffering from mental disorder and incapable of acting and they resolve that he or she be removed from office;
- 14.6 he or she resigns by notice in writing to the School (but only if at least three Governors will remain in office when the notice of resignation is to take effect);
- 14.7 he or she fails to attend three consecutive meetings of the Governors and the Governors resolve that he or she be removed for this reason;
- 14.8 the Member removes him or her from office by serving written notice on the School, provided that the Member has given prior notification to the Governor of the circumstances alleged to justify removal from office and has afforded him or her a reasonable opportunity of being heard or of making written representations to the Member;

#### **Chairman**

- 15. The Member shall appoint one of the Nominated Governors who is also a member of the Mercers' Company as Chairman of Governors and the Member may remove him or her from office at any time. The Member shall appoint and remove the Chairman of Governors by serving written notice on the School.

#### **Powers of Governors**

- 16. Subject to the Act, the Memorandum, the Articles and the Bye-Laws, the business of the School shall be managed by the Governors who may exercise all the powers of the School. No alteration of the Memorandum or Articles shall invalidate any prior act of the Governors which would have been valid if that alteration had not been made. 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 powers exercisable by the Governors.
- 17. The continuing Governors or a sole continuing Governor may act despite any vacancies in their number but while there are fewer Governors than required for a quorum the Governors may only act for the purpose of increasing the number of Governors or of summoning a general meeting of the School.
- 18. All acts done by a person acting as a Governor shall, even if afterwards discovered that there was a defect in his or her appointment or that he or she was disqualified from holding office or had vacated office be as valid as if such person had been duly appointed and was qualified and had continued to be a Governor.
- 19. Subject to the Articles and the Bye-Laws the Governors may regulate their proceedings as they think fit.

## **Bye-Laws**

20. The Governors shall have power from time to time to make, repeal or alter Bye-Laws as to the management of the School and its affairs, as to the duties of any officers or employees of the School, as to the conduct of business of the Governors or any committee and as to any of the matters or things within the powers or under the control of the Governors provided that such Bye-Laws shall not be inconsistent with the Act, the Memorandum, the Articles or any rule of law. The Governors shall notify the Member in writing of any changes made within 21 days of any change.

## **Delegation of Governors' powers**

21. The Governors may by power of attorney or otherwise appoint any person to be the agent of the School for such purposes and on such conditions as they determine.
22. The Governors may delegate any of their powers or functions to any committee or the implementation of any of their resolutions and day to day management of the affairs of the School to any person or committee in accordance with the conditions set out in these Articles.

## **Delegation to committees**

23. In the case of delegation to committees:
- 23.1 the resolution making that delegation shall specify those who shall serve or be asked to serve on such committee (although the resolution may allow the committee to make co-options up to a specified number);
- 23.2 the composition of any such committee shall be entirely in the discretion of the Governors and may comprise such of their number (if any) as the resolution may specify;
- 23.3 the deliberations of any such committee shall be reported regularly to the Governors and any resolution passed or decision taken by any such committee shall be reported promptly to the Governors and for that purpose every committee shall appoint a secretary;
- 23.4 all delegations under this Article shall be variable or revocable at any time;
- 23.5 the Governors may make such regulations and impose such terms and conditions and give such mandates to any such committee as they may from time to time think fit; and
- 23.6 no committee shall knowingly incur expenditure or liability on behalf of the School except where authorised by the Governors or in accordance with a budget which has been approved by the Governors.
24. For the avoidance of doubt, the Governors may delegate all financial matters to any committee and may empower such committee to resolve upon the operation of any bank account according to such mandate as it shall think fit whether or not requiring a signature of any Governor.

25. The meetings and proceedings of any committee shall be governed by the Articles regulating the meetings and proceedings of the Governors so far as applicable and not superseded by the Bye-Laws or any regulations made by the Governors.

#### **Delegation of day to day management powers**

26. In the case of delegation of the day to day management of the School to a High Mistress or other manager or managers:
- 26.1 the delegated power shall be to manage the School by implementing the policy and strategy adopted by and within a budget approved by the Governors and if applicable to advise the Governors in relation to such policy, strategy and budget; and
- 26.2 the High Mistress shall report at least once each school term to the Governors on the activities undertaken in managing the School and provide them at least once each school term with management accounts sufficient to explain the financial position of the School.

#### **Appointment of the High Mistress and Bursar**

27. The High Mistress shall be appointed and may be removed by the Governors in accordance with the Bye-Laws.
28. The Bursar or such other person or persons whose principal task is the financial management of the School shall be appointed and may be removed by the Governors in accordance with the Bye-Laws.

#### **General Meetings and Member Resolutions**

29. Subject to the provisions of the Act, the School shall dispense with the holding of general meetings and all resolutions of the School shall be passed by way of written resolution signed by the duly authorised representative of the Member. The date of each such written resolution shall be the date on which the duly authorised representative of the Member signs.
30. If a general meeting is required to be called then the regulations set out in Table C pertaining to the calling and holding of general meetings (in the form of Table C in force on the date of incorporation of the School) shall apply to such meeting.

#### **Governors' meetings**

##### **Notice**

31. Two Governors may (and the Clerk to the Governors shall at the request of two Governors) call a Governors' meeting.
32. A Governors' meeting shall be called by at least seven clear days' notice unless urgent circumstances require shorter notice, or unless all the Governors entitled to attend and vote at that meeting agree to shorter notice.
33. Notice of meetings shall be given to each Governor.

34. Every notice calling a meeting shall specify the place, day and time of the meeting and the general particulars of all business to be considered at such meeting.

**The Clerk to the Mercers' Company's Attendance at Governors' Meetings**

35. The Clerk to the Mercers' Company or his deputy for the time being may attend Governors' meetings with the consent of the Chairman of the Governors.

**Quorum**

36. The quorum for Governors' meetings shall be one-third of the total number of Governors provided that where the total number of Governors is not divisible by three the quorum shall be one-third of the multiple of three next above the total number of Governors.

**Chairman**

37. The Chairman, if any, of the Governors or in his or her absence the Deputy Chairman, if any, of the Governors shall take the chair at each meeting. If neither the Chairman nor the Deputy Chairman is present then another Governor nominated by the Governors present shall take the chair for that meeting.

**Votes**

38. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the Chairman shall be entitled to a casting vote in addition to any other vote he or she may have.

**Conflicts of interest**

39. Whenever a Governor has a personal interest in a matter to be discussed at a meeting, and whenever a Governor has an interest in another organisation whose interests are reasonably likely to conflict with those of the School in relation to a matter to be discussed at a meeting, he or she must:
- 39.1 declare an interest before discussion begins on the matter;
  - 39.2 withdraw from that part of the meeting unless expressly invited to remain;
  - 39.3 in the case of personal interests not be counted in the quorum for that part of the meeting; and
  - 39.4 in the case of personal interests withdraw during the vote and have no vote on the matter.
40. No governor shall be considered to have a conflict of interest by virtue only of his or her membership of and/or appointment by the Mercers' Company.

### **Written resolutions**

41. A resolution in writing shall be as valid and effectual as if it had been passed at a meeting duly convened and held, provided the following conditions are complied with:
  - 41.1 a written resolution must be signed by all of the Governors;
  - 41.2 a written resolution may consist of several instruments in like form each signed by one or more Governors; and
  - 41.3 the date of a written resolution shall be the date on which the last Governor signs.

### **Email approval of resolutions**

42. A resolution which is approved by email in accordance with this Article 42 shall be as valid and effectual as if it had been passed at a meeting duly convened and held, provided the following conditions are complied with:
  - 42.1 such a resolution must be approved by email by all of the Governors;
  - 42.2 approval must be received by the Clerk to the Governors or such other person as shall have been nominated in advance for that purpose ("**the Recipient**"), which person may, for the avoidance of doubt, be one of the Governors;
  - 42.3 approval from a Governor must be sent from an email address previously notified in writing (not using electronic communications) by that Governor to the Clerk to the Governors as intended for use by that Governor for the purpose ;
  - 42.4 following receipt of responses on any resolution, the Recipient shall circulate a further email to all of the Governors confirming whether the resolution has been approved by the Governors in accordance with this Article 42;
  - 42.5 the date of a resolution shall be the date of the email from the Recipient confirming approval.

### **Virtual meetings**

43. A meeting may be held by telephone or by televisual or other electronic or virtual means agreed by resolution of the Governors in which all participants may communicate simultaneously with all other participants.

### **General**

#### **Irregularities**

44. The proceedings at any meeting or on the taking of any poll shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give or any non-receipt of notice) or any accidental want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice unless such specification is a requirement of the Act.

### **Clerk to the Governors**

45. The Clerk to the Governors shall be appointed by the Governors for such term at such remuneration and upon such conditions as they may think fit, and may be removed by them.

### **Minutes**

46. The Governors shall cause minutes to be made in books kept for the purpose:
- 46.1 of all appointments of officers made by the Governors;
- 46.2 of all resolutions of the Member and of the Governors; and
- 46.3 of all proceedings at meetings of the Member and of the Governors, and of committees of Governors, including the names of the Governors present at each such meeting;
- and any such minute, if purported to be signed by the Chairman of the meeting at which the proceedings were had, or by the Chairman of the next succeeding meeting, shall, as against any member or Governor of the School, be sufficient evidence of the proceedings.

### **Records and accounts**

47. The Governors shall comply with the requirements of the Act and of the Charities Act 1993 as to maintaining a members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commissioners of:
- 47.1 annual reports;
- 47.2 annual returns;
- 47.3 annual statements of account.

### **Notices**

48. Subject to Article 49, any notice to be given to or by any person pursuant to the Articles shall be in writing or shall be given using electronic communications to an address for the time being notified for that purpose to the person giving the notice. A notice calling a meeting of the Governors need not be in writing.
49. The School may give any notice to the Member either personally or by sending it by post in a prepaid envelope addressed to the Member at his or her registered address or by leaving it at that address or by electronic communication to an address provided for that purpose.
50. The Member present in person or by proxy at any meeting of the School shall be deemed to have received notice of the meeting and, where requisite, of the purpose for which it was called.



51. Proof that an envelope containing a notice was properly addressed, prepaid and posted or proof that an electronic communication has been transmitted to the proper address shall be conclusive evidence that the notice was given. A notice shall, unless the contrary is proved, be deemed to be given at the expiration of 48 hours after the envelope containing it was posted or in the case of a notice contained in an electronic communication at the expiration of 48 hours after the time it was transmitted.

### **Indemnity**

52. Subject to the Act but without prejudice to any indemnity to which a Governor may otherwise be entitled, every Governor or other officer of the School shall be indemnified out of the assets of the School:

- 52.1 against all costs charges expenses or liabilities incurred by him or her:

52.1.1 in defending any civil or criminal proceedings in which judgment is given in his or her favour or in which he or she is acquitted; and

52.1.2 in connection with any application in which relief from liability is granted to him or her by the court;

where such proceedings or application arise as a result of any actual or alleged negligence, default, breach of duty or breach of trust in relation to the School; and

- 52.2 against all costs, charges, losses, expenses or liabilities incurred by him or her in or in relation to the proper execution and discharge of his or her duties.

### **Trustees' indemnity insurance**

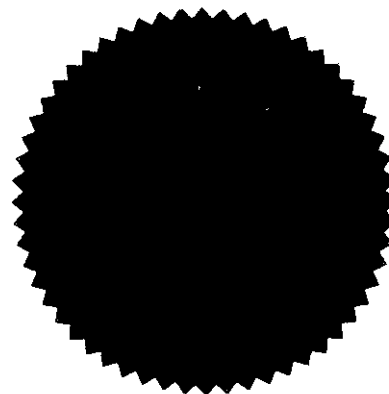
53. The Governors shall have power to resolve pursuant to clause 5.29 of the Memorandum to effect trustees' indemnity insurance, despite their interest in such policy.

### **Winding-up**

54. The provisions of clauses 8 and 9 of the Memorandum relating to the winding-up or dissolution of the School shall have effect and be observed as if the same were repeated in the Articles.

**Signatures, Name and Address of Subscriber**

The Seal of The Wardens and Commonalty of the Mystery of  
Mercers of the City of London (commonly called The  
Mercers' Company), a body corporate created by Royal  
Charter whose address is Mercers Hall, Ironmonger Lane,  
London EC2V 8HE was affixed in the presence of the Clerk:



CHARLES PARKER.....

Date: 2 MARCH 2007.....

In the presence of

Signature: Pauline C. Bayly.

Name: PAULINE C. BAYLY.

Address: 14A, GRANGE PARK, BISHOPS STORTFORD, CM23 2HX.

Occupation: SECRETARY.