

Written resolution of St Paul's Girls' School (the 'School')

Circulation Date 13 March, 2015

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006 it is hereby resolved by way of special resolution that

- 1 The draft articles of association attached hereto are hereby approved and adopted as the articles of association of the School in substitution for and to the exclusion of all existing articles of association of the School
- 2 The existing memorandum of association of the School be amended and restated such that it conforms with the draft memorandum of association attached hereto

The undersigned, all being the only person entitled to vote on the resolutions on the above stated circulation date, hereby irrevocably agrees to the resolutions

Menna McGregor

Menna McGregor
Clerk
for and on behalf of the Mercers' Company

Date

TUESDAY



A14 *A4HY98CQ* 13/10/2015 #306
COMPANIES HOUSE

Notes

- 1 If you agree with the resolutions please indicate your agreement by printing your full name, signing and dating this document and returning the signed version
- 2 If you do not agree to the resolutions you do not need to do anything you will not be deemed to agree if you fail to reply
- 3 Once you have indicated your agreement to the resolutions you may not revoke your agreement
- 4 Unless, within 28 days of the Circulation Date sufficient agreement has been received for the resolutions to pass, they will lapse If you agree to the resolutions please ensure that your agreement reaches us before or during this date
- 5 (If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document)
- 6 A copy of the resolutions has been sent to the auditors

The Companies Acts 1985 to 2006

Company Limited by Guarantee and not Having a Share Capital

Memorandum of Association

of

St Paul's Girls' 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

Charles Parker

Date 2 March 2007

In the presence of

Signature Pauline C Bayly

Name PAULINE C BAYLY

Address 14A Grange Park, Bishop's Stortford, CM23 2HX

Occupation Secretary

The Companies Acts 1985 to 2006

Company Limited by Guarantee and not Having a Share Capital

Articles of Association
of
St. Paul's Girls' School

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The Companies Acts 1985 to 2006
Company Limited by Guarantee and not Having a Share Capital

Articles of Association

of

St. Paul's Girls' School

Interpretation

- 1 The interpretation of these Articles is governed by the provisions set out in the Schedule at the end of the Articles

Objects

- 2.
- 2 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
- 2 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 education

- 3 Christian religious education shall be provided in the School in conjunction with such other religious education as the Governors think appropriate

Powers

4. To further its objects the School may
- 4.1 provide and assist in the provision of education, associated pastoral care, bursaries, scholarships and other help,
- 4 2 organise and assist in the provision of conferences, courses of instruction, exhibitions, lectures and other educational activities;
- 4 3 publish and distribute books, pamphlets, reports, leaflets, journals, films, tapes and instructional matter in any media,

- 4 4 promote, encourage, carry out or commission research, surveys, studies or other work, making the useful results available,
- 4 5 provide or procure the provision of counselling, guidance and advice,
- 4 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,
- 4 7 enter into contracts to provide services to or on behalf of other bodies,
- 4 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,
- 4 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,
- 4 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,
- 4 11 set aside funds for special purposes or as reserves against future expenditure,
- 4 12 invest the School's money not immediately required for its objects in or upon any investments, securities, or property,
- 4 13 delegate the management of investments to a Financial Expert or Experts provided that
 - 4 13 1 the investment policy is set down in Writing for each Financial Expert by the Governors,
 - 4 13.2 every transaction is reported as appropriate to the Governors;
 - 4 13 3 the performance of the investments is reviewed regularly by the Governors,
 - 4 13 4 the Governors are entitled to cancel the delegation arrangement at any time,
 - 4 13 5 the investment policy and the delegation arrangements are reviewed at least once a year,
 - 4 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
 - 4 13 7 the Financial Expert may not do anything outside the powers of the Governors
- 4 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,

- 4 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,
- 4 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,
- 4 17 subject to the restriction in Article 4 19 raise funds by way of subscription, donation or otherwise,
- 4 18 accept (or disclaim) gifts of money and any other property,
- 4 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,
- 4 20 incorporate subsidiary companies to carry on any trade,
- 4 21 subject to Article 5
 - 4 21 1 engage and pay employees, consultants and professional or other advisers, and
 - 4 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,
- 4 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,
- 4 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),
- 4.24 undertake and execute charitable trusts,
- 4.25 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;
- 4 26 co-operate with charities, voluntary bodies, statutory authorities and other bodies and exchange information and advice with them,
- 4 27 pay out of the funds of the School the costs of forming and registering the School,
- 4 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,
- 4 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

4 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

4 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

4 30 do all such other lawful things as may further the School's objects

Limitation on private benefits

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

5 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 Mercers' Company or any other member of the School and no Governor or person Connected with a Governor 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

5 1 any payments made to or benefits conferred on a Governor or person Connected with a Governor in his or her capacity as a beneficiary of the School,

5 2 any payments to the Mercers' Company to be used for pursuing the objects of the School,

5 3 reasonable and proper remuneration to any person, excluding a Governor but including a person Connected with a Governor, for any goods or services supplied to the School, provided that this provision may only apply to fewer than half the Governors in any financial year (and for these purposes this provision shall be treated as applying to a Governor if it applies to a person who is Connected with that Governor),

5 4 interest at a reasonable and proper rate on money lent by the Mercers' Company or any other member of the School, or, with the consent in Writing of the Mercers' Company, by a Governor or person Connected with a Governor;

5 5 any reasonable and proper rent for premises let by the Mercers' Company or, with the consent in Writing of the Mercers' Company, by a Governor or person Connected with a Governor,

5 6 fees, remuneration or other benefits in money or money's worth to a company of which the Mercers' Company, a Governor or person Connected with a Governor holds less than 1% of the capital,

5 7 reasonable and proper out-of-pocket expenses of Governors,

- 5 8 reasonable and proper premiums in respect of indemnity insurance effected in accordance with Article 4 29,
- 5 9 payment to a Governor or other officer of the School under an indemnity from the School in accordance with the indemnity provisions set out at Article 8,
- 5 10 any other payment to a Governor or a person Connected with a Governor made with the prior consent of the Mercers' Company and the Charity Commission for England and Wales,

provided that where benefits are conferred under Articles 5 2 to 5 6, Article 41 (Conflicts of Interest) must be complied with by the relevant Governor in relation to any decisions regarding the benefit

Limited liability

- 6 The liability of the members is limited
- 7 Every 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
- 7 1 for payment of the debts and liabilities of the School contracted before it ceased to be a member,
- 7 2 for the costs, charges and expenses of winding up,
- 7 3 for the adjustment of the rights of the contributories among themselves

Indemnity

- 8 Without prejudice to any indemnity to which a Governor may otherwise be entitled, every Governor of the School shall be indemnified out of the assets of the School in relation to any liability incurred by him or her in that capacity but only to the extent permitted by the Companies Acts, and every other officer of the School may be indemnified out of the assets of the School in relation to any liability incurred by him or her in that capacity, but only to the extent permitted by the Companies Acts

Membership

- 9 The School is established as a sole member company The School's sole member is and shall be the Mercers' Company
- 10 In the event of a reconstruction or amalgamation of the Mercers' Company without insolvency the Governors shall admit its successor or amalgamated organisation as a member of the School
- 11 If the Mercers' Company 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 Mercers' Company'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

- 12 The Clerk to the Mercers' Company or his or her deputy for the time being shall be the individual appointed by the Mercers' Company 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 Mercers' Company shall be noted in the register of members. The Mercers' Company shall be able to replace its representative with another individual by giving notice in Writing to the School

Governors

Number of Governors

- 13 Unless otherwise approved by the Mercers' Company, the board of Governors shall comprise
 - 13.1 At least ten but generally not more than 14 Governors, including the Chairman, appointed by the Mercers' Company. Each such appointment shall be made by the Mercers' Company serving notice in Writing on the School specifying the date on which the appointment is to take effect
 - 13.2 Up to two Governors appointed by the Governors. Within 21 days of such appointment the Governors shall give notice in Writing to the Clerk to the Mercers' Company specifying the terms of years for which such Governors are appointed (as set out in Article 16)

Chairman

- 14 The Mercers' Company shall appoint the Chairman of Governors, and may at any time remove him or her from that office, by giving notice in Writing to him or her and to the School. The Chairman shall be a member of the Mercers' Company

Appointments or Reappointments of Governors

15. No person may be appointed or reappointed as a Governor
 - 15.1 unless he or she has attained the age of 18 years,
 - 15.2 if, he or she has reached the age of 75, or
 - 15.3 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.

Governors' terms of office

- 16 Governors shall be appointed for an initial term of four years after which they may be re-appointed for a further term of four years and thereafter, if thought appropriate, one final term of up to four years.

Retirement, removal and disqualification of Governors

- 17 The office of a Governor shall be vacated if
- 17.1 he or she is not re-appointed at the end of his or her term of office as set out in Article 16,
- 17.2 he or she ceases to be a Governor by virtue of any provision of the Companies Acts or he or she becomes prohibited by law from being a Governor,
- 17.3 he or she is disqualified under the Charities Act 2011 from acting as a Governor,
- 17.4 he or she becomes bankrupt or makes any arrangement or composition with his or her creditors generally,
- 17.5 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,
- 17.6 he or she resigns by notice in Writing to the School (but only if at least enough Governors will remain in office to form a quorum at a meeting of the Governors when the notice of resignation is to take effect),
- 17.7 he or she fails to attend two meetings of the Governors in any twelve month period and the Mercers' Company removes him or her for this reason at the request of the Chairman,
- 17.8 the Mercers' Company removes him or her from office by serving notice in Writing on the Governor and the School

Powers of Governors

- 18 Subject to the Companies Acts and the Articles, the business of the School shall be managed by the Governors who may exercise all the powers of the School. No alteration of the 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.
19. 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 requesting the Mercers' Company to increase the number of Governors
- 20 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
- 21 Subject to the Articles the Governors may regulate their proceedings as they think fit

Restriction of Governors' powers to acquire and dispose of Land

- 22 The Governors shall not without the consent in Writing of the Mercers' Company procure that the School or any Subsidiary Company acquires or disposes of any Land or provides any funds for the acquisition of Land by any person

Governors may delegate

- 23 Subject to the Articles, the Governors may delegate any of the powers which are conferred on them under the Articles to such person or committee, by such means (including by power of attorney), to such an extent, in relation to such matters or territories, and on such terms and conditions as they think fit
- 24 If the Governors so specify, any such delegation may authorise further delegation of the Governors' powers by any person to whom they are delegated
- 25 The Governors may revoke any delegation in whole or part, or alter its terms and conditions
26. Committees to which the Governors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by Governors
- 27 The Governors may make rules of procedure for all or any committees, which prevail over rules derived from the Articles if they are not consistent with them

Appointment of the High Mistress and other officers

- 28 The High Mistress and the senior financial officer of the School shall be appointed and may be removed by the Governors

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 approved by the duly authorised representative of the Mercers' Company. The date of each such written resolution shall be the date on which the duly authorised representative of the Mercers' Company signifies his or her approval of the resolution
- 30 If a general meeting is required to be called then the regulations set out in the model articles for a company limited by guarantee pertaining to the calling and holding of general meetings shall apply to such meeting

Governors' meetings

Notice

- 31 Any four Governors (including at least two who are members of the Mercers' Company) may (and the Clerk to the Governors shall at the request of such 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 and to the Clerk to the Mercers' Company

- 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 Notice of every meeting of the Governors shall be given to the Clerk to the Mercers' Company and he or she (or his or her deputy) may attend and speak but not vote at Governors' meetings

Quorum

36. Unless the Mercers' Company agrees otherwise in Writing, the quorum for Governors' meetings shall be four of whom at least two shall be members of the Mercers' Company

Chairing meetings

- 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

Governor interests and management of conflicts of interest

Declaration of interests

- 39 Unless Article 40 applies, a Governor must declare the nature and extent of.
- 39 1 any direct or indirect interest which he or she has in a proposed transaction or arrangement with the School, and
- 39 2 any duty or any direct or indirect interest which he or she has which conflicts or may conflict with the interests of the School or his or her duties to the School
- 39 3 There is no need to declare any interest or duty of which the other Governors are, or ought reasonably to be, already aware, including any interest arising solely because of his or her membership of the Mercers' Company or the Court of Assistants of the Mercers' Company

Participation in decision-making

40. If a Governor's interest or duty cannot reasonably be regarded as likely to give rise to a conflict of interest or a conflict of duties with or in respect of the School, he or she is entitled to participate in the decision-making process, to be counted in the quorum and to vote in relation to the matter. Any uncertainty about whether a Governor's interest or duty is likely to give rise to a conflict shall be determined by a majority decision of the other Governors taking part in the decision-making process.
41. If a Governor's interest or duty gives rise (or could reasonably be regarded as likely to give rise) to a conflict of interest or a conflict of duties with or in respect of the School, he or she may participate in the decision-making process and may be counted in the quorum and vote unless
- 41 1 the decision could result in the Governor or any person who is Connected with him or her receiving a benefit other than
- 41 1 1 any benefit received in his, her or its capacity as a beneficiary of the School (as permitted under Article 5 1) and which is available generally to the beneficiaries of the School,
- 41 1 2 the payment of premiums in respect of indemnity insurance effected in accordance with Article 4 29,
- 41 1 3 payment under the indemnity set out at Article 8, and
- 41 1 4 reimbursement of expenses in accordance with Article 5 7, or
- 41 2 a majority of the other Governors participating in the decision-making process decide to the contrary,
- in which case he or she must comply with Article 42.
42. If a Governor with a conflict of interest or conflict of duties is required to comply with this Article, he or she must
- 42 1 take part in the decision-making process only to such extent as in the view of the other Governors is necessary to inform the debate,
- 42 2 not be counted in the quorum for that part of the process, and
- 42 3 withdraw during the vote and have no vote on the matter.

Authorisation of interests

43. Any interest of a Governor arising solely because of his or her membership of the Mercers' Company or the Court of Assistants of the Mercers' Company is hereby authorised provided that this shall not obviate the requirement to comply with 42 in the circumstances set out Article 41 1.

Continuing duties to the School

- 44 Where a Governor or person Connected with him or her has a conflict of interest or conflict of duties and the Governor has complied with his or her obligations under these Articles in respect of that conflict
- 44 1 the Governor shall not be in breach of his or her duties to the School by withholding confidential information from the School if to disclose it would result in a breach of any other duty or obligation of confidence owed by him or her, and
- 44 2 the Governor shall not be accountable to the School for any benefit expressly permitted under these Articles which he or she or any person Connected with him or her derives from any matter or from any office, employment or position

Decisions taken without meetings

45. A decision is taken in accordance with this Article when all of the eligible Governors indicate to each other by any means (including without limitation by Electronic Means) that they share a common view on a matter. Such a decision may, but need not, take the form of a resolution in Writing, copies of which have been signed by each eligible Governor or to which each eligible Governor has otherwise indicated agreement in Writing
- 46 In Article 45, 'eligible Governor' means every Governor who is not prohibited from voting on the relevant matter under Article 42.

Virtual meetings

- 47 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

- 48 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 Companies Acts

Clerk to the Governors

- 49 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

- 50 The Governors shall cause minutes to be made in books kept for the purpose

- 50 1 of all appointments of officers made by the Governors,
50 2 of all member resolutions and resolutions of the Governors, and
50 3 of all proceedings at member meetings and meetings 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

- 51 The Governors shall comply with the requirements of the Companies Acts and of the Charities Act 2011 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 Commission of
51 1 annual reports,
51 2 annual returns;
51 3 annual statements of account.

Notices

- 52 Subject to Article 54, any notice to be given to or by any person pursuant to the Articles shall be in Writing and may be given by Electronic Means A notice calling a meeting of the Governors need not be in Writing
53 The School may give any notice to the Mercers' Company either personally or by sending it by post in a prepaid envelope addressed to the Mercers' Company at its registered address or by leaving it at that address or by Electronic Means to an Address provided for that purpose
54 If the Mercers' Company is present by its authorised representative or proxy at any meeting of the School, it shall be deemed to have received notice of the meeting and, where requisite, of the purpose for which it was called
55 Proof that an envelope containing a notice was properly addressed, prepaid and posted or proof that a document in Electronic Form 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 in Electronic Form at the expiration of 48 hours after the time it was transmitted

Exclusion of model articles

- 56 The relevant model articles for a company limited by guarantee are hereby expressly excluded, except to the extent provided for in Article 30

Winding up

57. 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 Mercers' Company and subject thereto by the Governors at or before the time of winding up or dissolution

Schedule

Interpretation

1 In these Articles the following terms shall have the following meanings

Term	Meaning
1 1 “Address”	includes a number or address used for the purposes of sending or receiving documents by Electronic Means
1 2 “Articles”	these Articles of Association of the School
1 3 “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 4 “Chairman”	the person so appointed under Article 14
1 5 “Clerk to the Governors”	the Clerk to the Governors including any deputy or assistant who may also be the company secretary of the School as defined in the Companies Acts
1 6 “Companies Acts”	the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the School
1 7 “Connected”	<p>any person falling within one of the following categories</p> <ul style="list-style-type: none">(a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a Governor,(b) the spouse or civil partner of any person in (a),(c) any other person in a relationship with a Governor which may reasonably be regarded as equivalent to such a relationship as is mentioned at (a) or (b); or(d) any company, partnership or firm of which a Governor is a paid director, member, partner or employee, or shareholder holding more than 1%

of the capital

- 1 8 **“Electronic Form” and “Electronic Means”** have the meanings respectively given to them in Section 1168 of the Companies Act 2006
- 1.9 **“Financial Expert”** an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000
- 1.10 **“Foundation”** The St Paul’s Schools’ Foundation, a registered charity (number 312749)
- 1 11 **“Governor and Governors”** director and directors as defined in the Companies Acts
- 1 12 **“High Mistress”** the most senior executive officer of the School, by whatever title called
- 1 13 **“Land”** includes any interest in land
- 1 14 **“Mercers’ Company”** the body corporate called the Wardens and Commonalty of the Mystery of Mercers of the City of London (commonly called The Mercers’ Company)
- 1 15 **“School”** St Paul’s Girls’ School, the company established by the Memorandum and governed by these Articles
- 1 16 **“Subsidiary Company”** 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 17 **“Writing”** the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in Electronic Form or otherwise

2. In these Articles

- 2.1 Unless the context otherwise requires, words or expressions contained in the Articles bear the same meaning as in the Companies Acts but excluding any statutory modification thereof not in force when the Articles become binding on the School,
- 2 2 Subject to paragraph 2 1 of this Schedule any reference in these Articles 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