

# Millfield Foundation

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## Articles of Association

Adopted by a special resolution dated 1 September 2022

Company Number 6370560

Registered Charity Number 1121630



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Reference: KLS/CXA/ 108859 0001



**The Companies Act 2006**  
**Company limited by guarantee and not having a share capital**  
**Articles of Association**  
**Adopted by a special resolution dated 23 August 2022**  
**of**  
**Millfield Foundation**

**1 Name**

- 1.1 The name of the company is the Millfield Foundation (the "**Charity**").

**2 Registered office**

- 2.1 The registered office of the Charity is in England and Wales.

**3 Objects**

- 3.1 The objects for which the Charity is established (the "**Objects**") are:

- 3.1.1 the advancement of education through the provision of scholarships to current and prospective pupils of any School operated by or otherwise associated with Millfield whose parents or guardians are in need of financial assistance; and
- 3.1.2 the promotion of such other purposes being exclusively charitable according to the law of England and Wales as the Trustees may from time to time determine.

**4 Powers**

- 4.1 The Charity has the power to do anything within the law which may promote or may help to promote the Objects or any of them including (but without limitation) the power:

- 4.1.1 to make grants, awards, prizes and donations, including (but not limited to):
  - (a) to support the provision of bursaries, scholarships and other benefactions;
  - (b) to enable participation in extra-curricular activities undertaken for educational purposes;
  - (c) leaving exhibitions tenable at any university or other institution of higher or further education (including professional or technical education);
  - (d) to hold festivals, seminars, conferences, lectures, tours and courses;
- 4.1.2 to support, administer or set up charities and to act as trustee of any charitable funds, endowments or trusts;
- 4.1.3 to raise funds and to solicit and accept grants, donations, endowments, gifts, legacies and bequests of assets on any terms and to enter into agreement with any other person in relation to such fundraising on behalf of the Foundation;
- 4.1.4 to promote or carry out research and to disseminate such research;

- 4.1.5 to provide advice;
- 4.1.6 to publish or distribute information in any form;
- 4.1.7 to co-operate with and to enter into joint ventures, collaborations and partnerships with charitable and non-charitable bodies;
- 4.1.8 to affiliate with and where appropriate merge with any charity having similar objects to the Objects;
- 4.1.9 on such terms and on such security as may be thought fit, to borrow money, including entering into any derivative arrangement relating to that borrowing provided that the derivative arrangement is an integral part of managing the Charity's debt and not a speculative venture;
- 4.1.10 on such terms as may be thought fit, to give security for loans, grants and other obligations over the assets of the Charity (but only in accordance with the restrictions imposed by the Charities Act 2011);
- 4.1.11 to acquire, rent or hire property of any kind;
- 4.1.12 to sell, let, license, mortgage or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act 2011);
- 4.1.13 to make loans of money and give credit and to give guarantees or security for the performance of any obligations by any person or company;
- 4.1.14 to set aside funds for special purposes or as reserves against future expenditure, but only in accordance with a written policy on reserves;
- 4.1.15 to deposit or invest funds in any manner (but to invest only after taking such advice as the Trustees consider is reasonably necessary from such person as is reasonably believed by the Trustees to be qualified to give it by his or her ability in and practical experience of financial and other relevant matters);
- 4.1.16 to enter into any derivative arrangement in connection with any investment provided that the derivative arrangement is ancillary to the investment (being entered into in order to manage the risk and / or transaction costs associated with the investment) and is not a speculative venture;
- 4.1.17 to delegate the management of investments to any person(s) provided that:
  - (a) the delegate is authorised to carry on investment business under the provisions of the Financial Services and Markets Act 2000;
  - (b) the investment policy is set out in writing by the Trustees;
  - (c) the performance of the investments is reviewed regularly with the Trustees;
  - (d) the investment policy and the delegation arrangements are reviewed every 2 years; and
  - (e) the delegate must not do anything outside the powers of the Trustees;
- 4.1.18 to arrange for the investments or other property of the Charity to be held in the name of a nominee and/or custodian (being a corporate body registered or having an established place of business in England and Wales) under the control of the

Trustees or of any person to whom the management of investments is delegated and to pay any reasonable fee required;

- 4.1.19 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required (including insurance cover in respect of any agent, employee or contractor of the Charity);
- 4.1.20 to take out indemnity insurance to insure the Trustees against the costs of a successful defence to criminal proceedings brought against them as charity trustees or against personal liability incurred in respect of any act or omission which is or is alleged to be in respect of any negligence, default, breach of trust or breach of duty, unless the Trustee concerned knew that, or was reckless whether, the act or omission was negligent, a default, a breach of trust or breach of duty;
- 4.1.21 subject to Articles 14 and 14.2, to employ on such reasonable terms as to remuneration and other matters as the Trustees determine paid or unpaid agents, staff, independent contractors or advisers;
- 4.1.22 to enter into contracts to provide services to or on behalf of other bodies;
- 4.1.23 to establish, support or acquire subsidiary companies;
- 4.1.24 to open and operate bank accounts and banking facilities;
- 4.1.25 to enter into any licence or sponsorship agreement;
- 4.1.26 to enter into any contract or agreement (including any finance lease);
- 4.1.27 to carry on any trade in so far as the trade is;
  - (a) exercised in the course of the actual carrying out of the Objects of the Charity; or
  - (b) ancillary to the carrying out of the Objects; or
  - (c) not taxable trading;
- 4.1.28 to do all such things permitted by law as are incidental or conducive to the attainment of the Objects.

## **5 Limited liability**

- 5.1 The liability of the Members is limited to £1, being the amount each Member undertakes to contribute to the Charity's assets if the Charity shall be wound up while he, she or it is a Member, or within one year after he she or it ceases to be a Member, for payment of the Charity's debts and liabilities contracted before he, she or it 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.

## **6 Membership**

- 6.1 The number of Members with which the Charity is registered is limited to the number of Trustees from time to time.
- 6.2 The Charity must maintain a Register of Members.
- 6.3 Subject to Article 6.4, the Members of the Charity shall be the Trustees from time to time.
- 6.4 Every Member shall sign a written consent to become a Member.

- 6.5 Membership is terminated immediately if the Member concerned:
- 6.5.1 gives written notice of resignation to the Charity; or
  - 6.5.2 dies; or
  - 6.5.3 being an individual makes an arrangement or composition with his or her creditors or being a company goes into liquidation other than for the purposes of a solvent reconstruction; or
  - 6.5.4 if he, she or it holds office as a Trustee and for any reason ceases to be a Trustee in which case he, she or it shall be deemed to have resigned as a Member with effect from the date on which he, she or it ceased to be a Trustee.
- 6.6 Membership of the Charity is not transferable.
- 6.7 The Trustees may admit such persons as they see fit as associate members in accordance with any criteria or rules set out by the Trustees from time to time, provided that associate members shall not be Members of the Charity for the purposes of the Act and accordingly such membership shall not confer upon any associate member the right to attend or vote on any matter at any general meeting of the Charity.
- 7 General meetings**
- 7.1 The Charity shall hold at least one general meeting in each calendar year.
- 7.2 Members are entitled to attend general meetings either personally or by proxy. General meetings are called on at least 14 clear days' written notice specifying the business to be discussed. 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.
- 7.3 A general meeting may be called at any time by the Trustees and must be called in accordance with the terms of the Act within 21 days of a written request from the Members made in accordance with the provisions of the Act.
- 7.4 Subject to Articles 7.2 and 7.3, the Trustees may call a general meeting to be held at such time and place as they shall determine, but may determine that such meeting shall be held only by electronic means or a combination of a physical and electronic meeting. "Electronic" includes any means which uses or is facilitated by electronic or similar communication or information technology.
- 7.5 Where a general meeting is to be held by electronic means the following shall apply to such meeting. These rules shall also apply in respect of any meeting that is held partly by electronic means:
- 7.5.1 An electronic meeting shall be held as determined by the Trustees, provided that all participants may communicate with all other participants (and may include telephone conference, video conference, live webcast, live interactive streaming or similar communication or information technology).
  - 7.5.2 The notice of the meeting shall state any location at which a Member may attend the meeting physically in person (or that there is no location at which a Member may attend the meeting physically in person) and/or the electronic or other means by which the meeting will be held and the means by which a Member may participate.

- 7.5.3 The meeting need not be held in any particular place and may be held notwithstanding any number of those participating might not be together at the same place. Any reference to a "**place**" at which a general meeting or poll is to be held in these Articles shall include physical, electronic, digital or virtual locations, web addresses, conference call telephone numbers or combination of them.
- 7.5.4 Votes shall be permitted and cast by such electronic means as determined by the Trustees. Any reference to a vote on a "**show of hands**" in these Articles shall include any electronic means of voting and votes cast by that method shall be counted in determining the result of the show of hands.
- 7.5.5 A person shall be present or in attendance at such a meeting if he, she or it is in the location notified for the purpose of being present or attending physically in person, or if he, she or it is participating electronically in the meeting by the method set out in the notice calling the general meeting. Any reference to being "**present**" (including being present in person, by proxy or by authorised representative as the case may be) at, "**attend**" or "**attending personally**" a general meeting in these Articles shall, except where otherwise stated, include those present or attending by electronic means.

## 7.6 Quorum

- 7.6.1 There is a quorum at a general meeting if 3 of the Members entitled to attend and vote at that meeting are present in person or through their authorised representatives or by proxy.
- 7.6.2 If within 15 minutes from the time appointed for the holding of a general meeting a quorum is not present, the meeting will be adjourned to such other day (provided that it is no later than 28 days from the date of that adjourned meeting) and at such time as the Board may determine. If at such adjourned meeting a quorum is not present within 15 minutes from the time appointed for holding the meeting the Members present in person or through their authorised representatives or by proxy shall be a quorum.

## 7.7 Chair

- 7.7.1 The Chair or (if the Chair is unable or unwilling to do so) some other Trustee elected by those present shall preside as chair at a general meeting. The chair may, with the consent of the meeting at which a quorum is present, and shall if so directed by the meeting, adjourn any meeting to such other day and at such time as the chair shall determine.

## 7.8 Voting

- 7.8.1 A resolution put to the vote of a meeting will be decided on a show of hands unless before or upon the declaration of the result of the show of hands a poll is demanded. The accidental omission to count any vote on a show of hands shall not invalidate the result of the proceedings.
- 7.8.2 A poll may be demanded by:
- (a) the chair the meeting; or
  - (b) at least 3 Members entitled to vote on the resolution who are present in person or by proxy; or

- (c) a Member or Members representing at least 10 percent of the total voting rights of all of the Members entitled to vote on the resolution present in person or by proxy.

- 7.8.3 Unless a poll is duly demanded a declaration by the chair that a resolution has been 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 the resolution.
- 7.8.4 The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chair and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.
- 7.8.5 A poll shall be taken as the chair directs and may include a poll by electronic means. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 7.8.6 A poll demanded on the election of a chair or on a question of adjournment will be taken forthwith. A poll demanded on any other question will be taken either forthwith or at such time and place as the chair directs not being more than 28 days after the poll is demanded. The demand for a poll will not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was 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 will continue as if the demand had never been made.
- 7.8.7 No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least 7 clear days' notice shall be given specifying the time and place at which the poll is to be taken.
- 7.8.8 Except for the Chair of the meeting, who in the event of an equality of votes has a second or casting vote. On a show of hands or a poll every Member present in person or through its authorised representative or by proxy shall have one vote.
- 7.8.9 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid. Any such objection must be referred to the Chair of the meeting whose decision is final.

## 7.9 Proxy notices

- 7.9.1 Proxies may only validly be appointed by a notice in writing (a **proxy notice**) which:
  - (a) states the name and address of the Member appointing the proxy;
  - (b) identifies the person appointed to be that Member's proxy and the general meeting (which includes an electronic general meeting) in relation to which that person is appointed;
  - (c) is signed by or on behalf of the Member appointing the proxy or is authenticated in such manner as the Trustees may determine; and
  - (d) is delivered to the Charity in accordance with these Articles and any instructions contained in the notice of the general meeting to which they relate.

- 7.9.2 The Charity may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 7.9.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 7.9.4 Unless a proxy notice indicates otherwise, it must be treated as:
- (a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
  - (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates, as well as to the meeting itself.
- 7.9.5 A person who is entitled to speak, attend or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Charity by or on behalf of that person.
- 7.9.6 An appointment under a proxy notice may be revoked by delivering to the Charity a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- 7.9.7 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 7.9.8 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

## 7.10 Written resolutions

- 7.10.1 A written resolution passed in accordance with the Act is as valid as a resolution actually passed at a general meeting (and for this purpose the written resolution may be set out in more than one document). A written resolution passed under this Article will lapse if not passed before the end of six calendar months beginning with the circulation date (as defined in section 290 of the Companies Act 2006).

## 8 Trustees

- 8.1 The Trustees are the charity trustees of the Charity and have control of the Charity and its property and funds.
- 8.2 The Board shall be composed of no fewer than 6 and no more than 8 Trustees (or such other minimum and/or maximum number of Trustees as the Trustees may from time to time by resolution determine).
- 8.3 Subject to Article 8.2, the Board shall be comprised of:
- 8.3.1 the appointed trustees appointed in accordance with Article 8.6 (the "**Appointed Trustees**"); and
  - 8.3.2 the co-opted trustees appointed in accordance with Article 8.10 (the "**Co-opted Trustees**");

provided that a majority of the Trustees holding office at any time must be Appointed Trustees.



- 8.4 From the adoption of these Articles, the individuals specified in the Schedule shall hold office for the terms of office and (as the case may be) as a designated Appointed or Co-opted Trustee in accordance with such Schedule.
- 8.5 **Appointed Trustees**
- 8.6 Subject to Article 8.7, the Appointed Trustees shall be appointed to the Board by nomination in writing to the Board by Millfield.
- 8.7 The consent of the Board is required for the appointment of any Appointed Trustee (an "**Appointee**") provided that such consent shall not be unreasonably withheld or delayed and shall in any event not be withheld except where the Board (acting in good faith) has reasonable concerns that the appointment of the Appointee is not in the best interests of the Charity. If the consent of the Board to any such appointment is withheld, Millfield may appoint another individual as an Appointed Trustee and the provisions of this Article 8.7 shall apply in the same way to that individual (and any other individual so appointed by Millfield pursuant to this article).
- 8.8 In relation to the appointment of any Appointed Trustee:
- 8.8.1 the Secretary (if any) shall, at least 8 weeks before the date of the expiry of the term of office of an Appointed Trustee, give notice of the expiry of that term to Millfield; and
- 8.8.2 an Appointed Trustee shall act as such in his, her or its own right and in what he or she considers to be in the best interests of the Charity and not as the delegate or representative of Millfield; and
- 8.8.3 Millfield may revoke such appointment on written notice given to the Board at any time (and appoint another individual in their place).
- 8.9 **Co-opted Trustees**
- 8.10 The Co-opted Trustees shall be appointed to the Board by resolution of the Trustees. The Trustees may from time to time at their discretion determine any criteria for appointment as a Co-opted Trustee.
- 8.11 **Terms of office**
- 8.12 Every Trustee shall sign a written consent to become a Trustee and a Member.
- 8.13 Subject to Articles 8.4 and 8.13, the term of office for Trustees shall be:
- 8.13.1 for an Appointed Trustee, until the end of the first Board meeting which takes place after the third anniversary of the date of their nomination in writing; and
- 8.13.2 for a Co-opted Trustee, until the end of the first Board meeting which takes place after the third anniversary of the date of their appointment by resolution of the Board.
- 8.14 After a Trustee has served 3 consecutive terms in office, he or she shall be eligible for re-election only after 1 year has elapsed since he or she retired as Trustee, unless the Board considers it would be in the best interests of the Charity for a Trustee to be eligible for re-election on his or her retirement for such number of further terms as the Trustees shall resolve.
- 8.15 A Trustee's term of office automatically terminates if he or she:

- 8.15.1 is disqualified under the Charities Act 2011 from acting as a charity trustee;
  - 8.15.2 has become physically or mentally incapable of acting as a Trustee and may remain so for more than 3 months as stated in written opinion provided to the Trustees by a registered medical practitioner who is treating that person;
  - 8.15.3 is absent from all meetings of the Board without the consent of the Trustees for a period of 1 year or more and the Trustees resolve that his or her office is vacated;
  - 8.15.4 is removed as a Trustee by the Members pursuant to the Act;
  - 8.15.5 in the case of an Appointed Trustee, Millfield gives notice to the Board of the revocation of their nomination in accordance with Article 8.8.3.
  - 8.15.6 resigns by written notice to the Board (but only if a quorum can still be formed as required by Article 10.6);
  - 8.15.7 becomes bankrupt, has an interim receiving order made against him or her, makes any arrangement or compounds with his or her creditors generally or applies to the court for an interim order in respect of a voluntary arrangement;
  - 8.15.8 is convicted of an offence and the Board resolves that it is undesirable in the interests of the Charity that he or she remains a Trustee of the Charity;
  - 8.15.9 is removed by majority resolution of the Board; or
  - 8.15.10 ceases to be a Member of the Charity.
- 8.16 A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting of the Board.

## 9 **Observers**

- 9.1 Subject always to Article 9.2, the following individuals shall be entitled to attend meetings of the Board as observers (each an "**Observer**" and together the "**Observers**"):
- 9.1.1 the serving Head of Millfield School;
  - 9.1.2 the serving Head of Millfield Preparatory School;
  - 9.1.3 the serving Finance Director of Millfield School and Millfield Preparatory School; and
  - 9.1.4 such other individual(s) connected with fundraising by the Charity and/or Millfield as the Trustees shall from time to time determine.
- 9.2 Each of the Observers shall be entitled to attend every meeting of the Board (and to receive copies of the notice and other information made available to the Trustees in respect of each such meeting) provided that:
- 9.2.1 they may speak at any such meeting if invited to do so by the Board;
  - 9.2.2 they shall not be entitled to vote or count in the quorum in relation to any resolution or other decision of the Board;
  - 9.2.3 they will observe the provisions of Article 15 in relation to the declaration of conflicts of interest;
  - 9.2.4 they will, if directed to do so by the Board, absent themselves from all or any part of any meeting of the Board; and

- 9.2.5 the Board may direct that, in relation to any conflict of interest, the Observer should not receive copies of any relevant information made available to the Trustees in respect of a meeting of the Board).
- 9.3 For the avoidance of doubt, the Observers are not charity trustees of the Charity.
- 10 Board Meetings**
- 10.1 The Trustees must hold at least 2 meetings of the Board each year.
- 10.2 Convening meetings**
- 10.3 Any Trustee may call a meeting of the Board by giving notice of the meeting to the Trustees or by authorising the Secretary (if any) to give such notice provided that:
- 10.3.1 such notice must indicate the proposed date, time and location of the meeting and, if it is anticipated that Trustees participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting;
- 10.3.2 such notice must be given to each Trustee, but need not be in writing; and
- 10.3.3 such notice need not be given to Trustees who waive their entitlement to notice of that meeting by giving notice to that effect to the Charity not more than 7 days after the date on which the meeting is held (and where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it).
- 10.4 Quorum**
- 10.5 The quorum necessary at a meeting of the Board shall be fixed by the Trustees and, unless so fixed, shall be 3 Trustees.
- 10.6 If the total number of Trustees for the time being is less than the minimum number required by Article 8.2 or the quorum required by Article 10.5 is not met, the Trustees must not take any decision other than a decision to:
- 10.6.1 invite Millfield to appoint an additional Appointed Trustee (or Trustees); or
- 10.6.2 call a Board meeting to appoint further Co-opted Trustees; or
- 10.6.3 appoint an administrator, administrative or other receiver or a licensed insolvency practitioner in any other role relating to the Charity recognised by the relevant insolvency, company, property or charity legislation as from time to time in force;
- provided always that in all other respects, the provisions of these Articles in relation to the calling of meetings of the Board shall be complied with.
- 10.7 Electronic meetings**
- 10.8 A meeting of the Board may be held either in person or by suitable electronic means agreed by the Trustees in which all Trustees participating in the meeting may communicate with all the other participants. If all the Trustees participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

## 10.9 The Chair

- 10.10 The Board shall appoint one of the Trustees to act as chair of the Board (the "**Chair**"). The Chair shall act as Chair for a period of 3 years from their appointment and the appointment shall cease if their term of office as a Trustee is terminated. The Board may resolve to terminate the appointment of the Chair which (for the avoidance of doubt) will not have the effect of terminating his or her term of office as a Trustee.

## 10.11 Proceedings of the Board

- 10.12 The Chair or (if the Chair is unable or unwilling to do so) some other Trustee chosen by the Trustees present will preside as chair at each meeting of the Board.
- 10.13 Subject to Article 10.15, every decision of the Trustees shall be by a simple majority of the votes cast at a meeting.
- 10.14 Every Trustee has one vote on each issue except for the chair of the meeting, who in the event of an equality of votes has a second or casting vote (unless the chair of the meeting is in accordance with these Articles not to be counted as participating in the decision-making process for quorum or voting purposes).
- 10.15 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a Board meeting.

## 10.16 Decisions without a meeting

- 10.17 The Trustees may take a unanimous decision without holding a Board meeting by indicating to each other by any means, including without limitation by electronic means, that they share a common view on a matter. Such decisions may, but need not, take the form of a resolution in writing, copies of which have been signed by each Trustee or to which each Trustee has otherwise indicated agreement in writing. A decision made in accordance with this Article 10.17 shall be as valid and effectual as if it has been passed at a meeting duly convened and held, provided the following conditions are complied with:

10.17.1 approval from each Trustee must be received by the Chair or (if the Chair is unable or unwilling to do so) some other Trustee nominated in advance by the Trustees for that purpose (the "**Recipient**");

10.17.2 following receipt of the response from all of the Trustees, the Recipient shall communicate to all of the Trustees by any means whether the resolution has been formally approved by the Trustees in accordance with this Article 10.17;

10.17.3 the date of the decision shall be the date of the communication from the Recipient confirming formal approval; and

10.17.4 the approval, if obtained, will be formally ratified and minuted as such at the next Board meeting.

## 11 Powers of Trustees

- 11.1 The Trustees have the following powers in the administration of the Charity:

11.1.1 at their absolute discretion, to appoint (and remove) any person or corporate entity (who may also be a Trustee) to act as Secretary to the Charity in accordance with the Act;

11.1.2 to appoint a treasurer, patron and other honorary officers;

- 11.1.3 to make rules consistent with these Articles and the Act to govern proceedings at general meetings;
  - 11.1.4 to make rules consistent with these Articles and the Act to govern proceedings at meetings of the Board and of the committees;
  - 11.1.5 to make regulations consistent with these Articles and the Act to govern the administration of the Charity; and
  - 11.1.6 to exercise any powers of the Charity which are not reserved to a general meeting.
- 11.2 The Board may from time to time resolve to change the name of the Charity subject to obtaining Millfield's consent.

## **12 Delegation**

- 12.1 Subject to these Articles, the Board may delegate any of the powers conferred on it by these Articles to such individuals (including both Trustees and other individuals who are not Trustees), by such means, to such an extent, in relation to such matters and on such terms of reference as the Board think fit and, if the Board so specifies, any such delegation may authorise future delegation of the Trustees' powers by any person(s) to whom they are delegated.
- 12.2 The Board may also delegate to any committee consisting of 2 or more individuals (including both Trustees and other individuals who are not Trustees) appointed by the Board any of its functions (including any powers or discretions) for such time and on such terms of reference as it thinks fit (which may, but need not, include a requirement that a resolution of the committee shall not be effective unless a majority of those present when it is passed are Trustees or it is ratified by the Board) provided that:
- 12.2.1 all proceedings of every committee must be reported promptly to the Board; and
  - 12.2.2 every committee must act in accordance with the terms of reference on which any function is delegated to it (but, subject to that, the proceedings of the committee will be governed by such of these Articles as regulate the proceedings of the Board so far as they are capable of applying).
- 12.3 The Board may at any time revoke any delegation in whole or part or alter its terms.

## **13 Advisory Board**

- 13.1 The Board may establish an advisory board comprising individuals who, in the opinion of the Board, have relevant experience in dealing with issues affecting the Charity. An advisory board shall have none of the rights or powers exercisable by a committee of the Board other than a power to advise the Board on any matters which have been referred to it by the Board. The members of an advisory board shall not, unless they are also Trustees, have the duties and responsibilities of company directors or charity trustees. Subject to any terms and conditions expressly imposed by the Board, the proceedings of any advisory boards shall be governed by such of these Articles as regulate the proceedings of the Board so far as they are capable of applying.

## **14 Benefits to Members**

- 14.1 The income and property of the Charity must only be applied to promote the Objects and no part of that income or property may be paid, transferred or applied by way of Benefit to any Member but:

- 14.1.1 a Member who is not also a Trustee may be employed by or enter into contracts with the Charity and receive reasonable payment for goods or services supplied;
  - 14.1.2 a Member (including a Member who is also a Trustee) may be paid interest at a reasonable rate on money lent to the Charity;
  - 14.1.3 a Member (including a Member who is also a Trustee) may be paid a reasonable rent or hiring fee for property let or hired to the Charity; and
  - 14.1.4 a Member (including a Member who is also a Trustee) may receive any Benefit in their capacity as a beneficiary of the Charity.
- 14.2 In this Article, references to a Member or Trustee include references to any person who is Connected to that Member or Trustee.

## **15 Benefits to Trustees**

- 15.1 The income and property of the Charity must only be applied to promote the Objects and no part of that income or property may be paid, transferred or applied by way of Benefit to any Trustee except:

- 15.1.1 reasonable and proper premiums in respect of indemnity insurance provided in accordance with these Articles;
- 15.1.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) properly incurred in the management and administration of the Charity;
- 15.1.3 an indemnity in accordance with these Articles;
- 15.1.4 payment to any company in which a Trustee has no more than a 2% shareholding; and
- 15.1.5 other payments or benefits permitted by charity law or with the prior consent of the Commission;

provided that the Trustees must comply with the provisions of Articles 16, 17 and 18 (Declaration of Interests and authorisation of Conflicts of Interest) in relation to any Benefit provided by the Charity to any Trustee pursuant to this Article.

- 15.2 The income and property of the Charity must only be applied to promote the Objects and no part of that income or property may be paid, transferred or applied by way of Benefit to any Trustee except:

- 15.2.1 interest at a reasonable rate on money lent to the Charity;
- 15.2.2 a reasonable rent or hiring fee for property let or hired to the Charity;
- 15.2.3 any Benefit provided to a Trustee in his, her or its capacity as a beneficiary of the Charity including the payment of bursaries, scholarships or other financial assistance towards the fees of any school associated with the Charity payable in respect of the attendance at such school of any Connected Person provided that at no time shall a majority of the Trustees benefit under this provision;
- 15.2.4 in respect of the provision of goods or services in accordance with Article 15.3;

provided that the Trustees must comply with the provisions of Articles 16, 17 and 18 (Declaration of Interests and authorisation of Conflicts of Interest) in relation to any Benefit provided by the Charity to any Trustee pursuant to this Article.

15.3 Any Trustee may enter into a written contract with the Charity to supply goods or services to the Charity in return for a Benefit but only if:

15.3.1 the goods or services are actually required by the Charity;

15.3.2 the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services supplied;

15.3.3 the Trustee has declared his or her Interest in accordance with Article 16 and the Trustees have complied with the procedure in Article 18.3;

15.3.4 the total number of Trustees who are subject to or affected by such a contract in any financial year constitute a minority of the Trustees in office at the time (and this provision will apply to a Trustee if this Article 15.3 applies to a person who is Connected to that Trustee); and

15.3.5 the services supplied are not services supplied by the Trustee in his / her capacity as a Trustee; and

15.3.6 the services supplied are not services supplied by the Trustee under a contract of employment;

provided that the Trustees must comply with the provisions of Articles 16,17 and 18 (Declaration of Interests and authorisation of Conflicts of Interest) in relation to any Benefit provided by the Charity to any Trustee pursuant to this Article.

15.4 A Trustee or Member shall not receive a Benefit from any Subsidiary Company except in accordance with Article 14 for a Member or Articles 15.1, 15.2 and 15.3 for a Trustee (all of which apply as if references to the Charity were references to the Subsidiary Company and references to the Articles were to the articles of association of the Subsidiary Company).

15.5 In this Article, references to a Member or Trustee include references to any person who is Connected to that Member or Trustee.

15.6 This Article may not be amended without prior written consent of the Commission.

## **16 Declaration of Interests**

16.1 Every Trustee has a duty to declare to the Board the nature and extent of any Interest which he or she (or any Connected Person) has in any proposed or existing transaction or arrangement with the Charity or any situation or matter in relation to the Charity that is, or possibly may be, a Conflict of Interest.

16.2 In the case of any proposed transaction or arrangement with the Charity in which a Trustee (or any Connected Person) is Interested, he or she must declare the nature and extent of the Interest to the Trustees before the Charity enters into the transaction or arrangement.

16.3 In the case of any existing transaction or arrangement that has been entered into by the Charity or any situation or matter in relation to the Charity in which a Trustee (or any Connected Person) is Interested, he or she must declare the nature and extent of the Interest to the Trustees as soon as is reasonably practicable.

16.4 Any declaration must be made in accordance with the provisions of the Act:

16.4.1 at a meeting of the Board; or

16.4.2 by notice in writing to the Board; or

- 16.4.3 by general notice to the Board.
- 16.5 A Trustee is not required to declare an Interest:
  - 16.5.1 where the Trustee is not aware of the Interest (but the Trustee is treated as being aware of matters of which he ought reasonably to be aware); or
  - 16.5.2 where the Trustee is not aware of the transaction or arrangement or situation or matter (but the Trustee is treated as being aware of matters of which he ought reasonably to be aware); or
  - 16.5.3 if, or to the extent that, the other Trustees are already aware of the Interest (or ought reasonably to be aware of the Interest).
- 16.6 The Charity will maintain a register of all of the Interests declared by the Trustees in accordance with this Article. The Trustees may prepare (and from time to time review) a policy in relation to the Declaration and management of Conflicts of Interest.
- 17 **Conflicts of Interest**
  - 17.1 Subject to Articles 17.2 and 18, a Trustee has a duty under the Act to avoid a situation or matter (including a transaction or arrangement with the Charity) in which he or she has, or can have, a Conflict of Interest. This duty applies to the exploitation of any property, information or opportunity (and it is immaterial whether the Charity could take advantage of the property, information or opportunity).
  - 17.2 Pursuant to section 181(3) of the Companies Act 2006, the duty referred to in Article 17.1 does not apply to a Conflict of Interest arising in relation to any situation or matter or any transaction or arrangement between the Charity and any Trustee which is mentioned in Article 15.1 of these Articles.
- 18 **Authorisation of Conflicts of Interest**
  - 18.1 The Trustees may authorise a transaction or arrangement or situation or matter in which a Trustee (or any person Connected to that Trustee) has, or may have, a Conflict of Interest provided that:
    - 18.1.1 the Conflict of Interest will not confer a Benefit on the Trustee or any Connected Person at the expense of the Charity to an extent greater than that permitted by Article 15 of these Articles;
    - 18.1.2 the Trustees act in what they consider to be the best interests of the Charity; and
    - 18.1.3 the Trustees comply with the procedures set out in this Article 18.
  - 18.2 Whenever the Trustees must decide whether to give the authorisation in accordance with Article 18.1 the **Trustee concerned must**:
    - 18.2.1 declare the nature and extent of his or her Interest at the beginning of any meeting at which the authorisation is to be discussed (or, at the latest, before such discussion begins);
    - 18.2.2 withdraw from that part of the meeting at which the authorisation is to be discussed unless expressly invited to remain in order to provide information;
    - 18.2.3 not be counted in the quorum for that part of the meeting during which the authorisation is discussed;



- 18.2.4 withdraw during the vote and have no vote on the authorisation for that part of the meeting; and
- 18.2.5 not sign any written resolution in relation to the authorisation (except where required to do so to confirm a resolution of the other Trustees).
- 18.3 The Trustees may also exclude the relevant Trustee from the receipt of information in relation to the relevant transaction, arrangement, situation or matter.
- 18.4 In giving any authorisation in accordance with Article 18.1 in relation to any transaction or arrangement or situation or matter in which a Trustee (or any person Connected to that Trustee) has, or may have, a Conflict of Interest and which **will or may** confer a Benefit on that Trustee (or Connected Person), the **Trustees must provide** that the Trustee concerned will:
  - 18.4.1 declare the nature and extent of his or her Interest at the beginning of any meeting at which the relevant transaction or arrangement or situation or matter is to be discussed (or, at the latest, before such discussion begins);
  - 18.4.2 withdraw from that part of any meeting at which the relevant transaction or arrangement or situation or matter is to be discussed unless expressly invited to remain in order to provide information;
  - 18.4.3 not be counted in the quorum for that part of any meeting during which the relevant transaction or arrangement or situation or matter is discussed;
  - 18.4.4 withdraw during the vote and have no vote on the relevant transaction or arrangement or situation or matter at the relevant part of any meeting; and
  - 18.4.5 not sign any written resolution in relation to the relevant transaction or arrangement or situation or matter (except where required to do so to confirm a resolution of the other Trustees).
- 18.5 In giving the authorisation under Article 18.1 in relation to a transaction or arrangement or situation or matter in which a Trustee (or any person Connected to a Trustee) has, or may have, a Conflict of Interest which will **not confer** a Benefit on that Trustee (or Connected Person), the Trustees may (subject to such terms as they may impose from time to time and to their right to vary or terminate such authorisation) determine the manner in which they may be dealt with and, in doing so, the Trustees must consider:
  - 18.5.1 whether the nature and extent of the interest in the relevant transaction or arrangement or situation or matter is reasonably likely to give rise to a Conflict of Interest;
  - 18.5.2 whether or not the Trustee should withdraw from that part of any meeting at which the relevant transaction or arrangement or situation or matter is to be discussed unless expressly invited to remain in order to provide information;
  - 18.5.3 whether or not the Trustee should be excluded from the receipt of information in relation to the relevant transaction, arrangement, situation or matter;
  - 18.5.4 whether or not the Trustee should be counted in the quorum for that part of any meeting during which the relevant transaction or arrangement or situation or matter is discussed; and

- 18.5.5 whether or not the Trustee should withdraw during the vote and have no vote on the relevant transaction or arrangement or situation or matter at the relevant part of any meeting.

## **19 Records and accounts**

- 19.1 The Trustees must comply with the requirements of the Act and of the Charities Act 2011 as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:

- 19.1.1 annual reports;

- 19.1.2 annual returns; and

- 19.1.3 annual statements of account.

- 19.2 The Trustees must keep proper records of:

- 19.2.1 all proceedings at general meetings;

- 19.2.2 all proceedings at meetings of the Board (including a record of all unanimous or majority decisions taken by the Board for at least ten years from the date of the decision recorded);

- 19.2.3 all reports of committees;

- 19.2.4 the appointment and retirement of the Trustees (including by maintaining a register of the Trustees); and

- 19.2.5 all professional advice obtained.

- 19.3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any reasonable time during normal office hours.

- 19.4 A copy of the Charity's latest available statement of account must be supplied on request to any Trustee or Member, or to any other person who makes a written request and pays the Charity's reasonable costs, within two months of such request.

## **20 Notices**

- 20.1 Notices, documents, resolutions or information under these Articles may be sent or supplied to Trustees by hand, or by post or by suitable electronic means.

- 20.2 A technical defect in the giving of notice of a meeting of which the Trustees are unaware at the time does not invalidate decisions taken at that meeting.

- 20.3 The Charity may deliver a notice or other document to a Member by:

- 20.3.1 delivering it personally to the Member;

- 20.3.2 post or hand delivery to the Member's address shown in the register of Members;

- 20.3.3 electronic mail to an address notified by the Member in writing; or

- 20.3.4 by means of a website in accordance with Articles 20.4 and 20.5.

- 20.4 Notices, resolutions, documents or information may be sent or supplied to Members by means of a website provided that a Member has consented to receive notices, resolutions, documents or information in that way. A Member will be deemed to have agreed to receive

notices, resolutions, documents and information in this way where they have been asked individually by the Charity to agree to receive notices, resolutions, documents and information through a website and the Charity has not received a response within the period of 28 days beginning with the date on which the Charity's request was sent. A Member is not taken to have so agreed if the Charity's request did not state clearly what the effect of a failure to respond would be, or was sent less than 12 months after a previous request was made.

- 20.5 Where any notice, resolution, document or other information is to be sent or supplied by means of a website, a Member shall be notified in accordance with Articles 20.3.1, 20.3.2 or 20.3.3 of:

20.5.1 its presence on the website;

20.5.2 the address of the website;

20.5.3 the place on the website where it may be accessed; and

20.5.4 how to access it.

- 20.6 Any notice, resolution, document or other information sent or supplied by means of a website shall be deemed to have been received by the Member when the notice, resolution, document or other information is first made available on the website or, if later, when the Member is deemed to have received the notification given under Article 20.5 in accordance with the relevant provisions of 20.7.

- 20.7 Subject to Article 20.6, any notice, resolution, document or other information sent or supplied to Members in accordance with these Articles is to be treated for all purposes as having been received:

20.7.1 24 hours after being sent by electronic means or delivered by hand to the relevant address;

20.7.2 2 clear days after being sent by first class post to that address;

20.7.3 3 clear days after being sent by second class or overseas post to that address;

20.7.4 on being handed to the Member (or, in the case of a member organisation, its authorised representative) personally; or, if earlier

20.7.5 as soon as the Member acknowledges actual receipt.

## **21 Indemnity**

- 21.1 The Charity may indemnify any Trustee against any liability incurred by him or her in that capacity, to the extent permitted by the Act.

## **22 Dissolution**

- 22.1 If the Charity is dissolved the assets (if any) remaining after provision has been made for all its liabilities must be applied by the Trustees in the following ways:

22.1.1 by transfer to Millfield for its charitable purposes; or (in default of such application)

22.1.2 if Millfield no longer exists or transfer to it is not otherwise possible, by transfer to a body with charitable objects similar to the Objects; or (in default of such application)

22.1.3 in such other manner consistent with charitable status as the Commission may approve in writing in advance.

22.2 A final report and statement of account must be sent to the Commission.

## 23 **Model articles**

23.1 The model articles for private companies limited by guarantee contained in schedule 2 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) shall not apply to the Charity.

## 24 **Interpretation**

24.1 In these Articles:

**the Act:** means the Companies Act 2006 and any provisions of the Companies Act 1985 for the time being in force;

**Appointed Trustees:** means the Trustees appointed in accordance with Article 8.6;

**authorised representative:** means an individual authorised to act on behalf of a corporate Member as its representative at any meeting of the Charity and whose name and address has been notified to the Charity;

**these Articles:** means these Articles of Association;

**Benefit:** means any payment of money or the provision or other application of any other direct or indirect benefit in money or money's worth;

**Board:** means the board of Trustees of the Charity;

**Chair:** means the Chair of the Board appointed in accordance with Article 10.10;

**the Charity:** means the company governed by these Articles;

**charity trustee:** has the meaning prescribed by section 177 of the Charities Act 2011;

**clear day:** means 24 hours from midnight following the relevant event;

**the Commission:** means the Charity Commission for England and Wales;

**Conflict of Interest:** means any Interest of a Trustee (or any person Connected to a Trustee) that conflicts, or may conflict, with the interests of the Charity and includes a conflict of interest and duty and a conflict of duties;

**Connected Person:** means any person falling within one of the following categories:

- (a) any spouse or civil partner of a Trustee or a Member;
- (b) any parent, child, brother, sister, grandparent or grandchild of a Trustee or Member who is financially dependent on such Trustee or Member or on whom the Trustee or Member is financially dependent;
- (c) the spouse or civil partner of any person in (b);
- (d) any other person in a relationship with a Trustee or Member which may reasonably be regarded as equivalent to that of a spouse or civil partner; or
- (e) any company, LLP or partnership of which a Trustee or Member is a paid director, member, partner or employee or a holder of more than 1% of the share capital or capital; and

any person who is a Connected Person in relation to any Trustee or Member is referred to in these Articles as **Connected** to that Trustee or Member;

**Co-opted Trustees:** means the Trustees appointed in accordance with Article 8.9;

**Electronic:** has the meaning given in Article 7.4;

**Interest:** means any direct or indirect interest (and includes any interest a Trustee or any person Connected to a Trustee may have as a consequence of any duty he or she may owe to any other person) and where a Trustee (or any person Connected to a Trustee) has any such interest in any matter or situation or transaction or arrangement the Trustee is **Interested** in it;

**Member** and **Membership** refer to the members of the Charity for the purposes of, and as defined by, the Act and their membership of the Charity;

**month:** means calendar month;

**Millfield:** means the registered charity number 310283 (company number 00522385) known as "Millfield School".

**Objects:** has the meaning given in Article 3.1;

**Observer** and **Observers:** have the meanings given in Article 9.1;

**Recipient:** has the meaning given in Article 10.17.1;

**Schedule:** means the Schedule attached to these Articles;

**School:** means Millfield School, Millfield Preparatory School and such other school or schools (whether established in the UK or overseas) as may from time to time be designated in writing by Millfield as operated by or associated with it;

**Secretary:** means the clerk or secretary of the Charity appointed in accordance with Article 11.1.1 or if no such appointment has been made, the person who carries out the duties of the clerk or secretary of the Charity;

**Subsidiary Company:** means any company in which the Charity holds:

- (a) more than 50% of the shares; or
- (b) more than 50% of the voting rights attached to the shares; or
- (c) the right to appoint one or more of the directors;

**taxable trading:** means carrying on a trade or business in such manner or on such a scale that some or all of the profits are subject to corporation tax;

**Trustee:** means each of the directors of the Charity under the Act (and **Trustees** means all of the directors);

**written or in writing:** refers to a legible document on paper (including a fax message) or in electronic form (including an email); and

**year:** means calendar year.

24.2 Expressions defined in the Act have the same meaning.

24.3 References to an Act of Parliament are to the relevant Act as amended or re-enacted from time to time and to any subordinate legislation made under it.

## Schedule

Name of individual	Designation	Term of office	End of term of office
William Bushell	Appointed Trustee	Three years	1 September 2025
Timothy Griffiths	Appointed Trustee	Three years	1 September 2025
Douglas Pinto	Appointed Trustee	Three years	1 September 2025
Marc Simonitsch	Appointed Trustee	Three years	1 September 2025
Behdad Alizadeh	Co-opted Trustee	Three years	1 September 2025
Peter Johnson	Co-opted Trustee	Three years	1 September 2025
Alexandra West	Co-opted Trustee	Three years	1 September 2025