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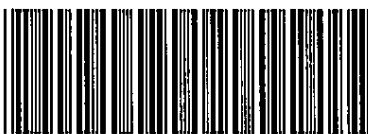
**CERTIFICATE OF INCORPORATION
OF A PRIVATE LIMITED COMPANY**

Company No. 6452540

The Registrar of Companies for England and Wales hereby certifies that
CRANLEIGH FOUNDATION

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 13th December 2007



N06452540D



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House
— for the record —



12

Please complete in typescript,
or in bold black capitals.

CHFP025

Declaration on application for registration

6452540

Company Name in full

Cranleigh Foundation

I, Emma-Jane Burnell

of Orchard Court, Orchard Lane, Bristol BS1 5WS

† Please delete as appropriate

do solemnly and sincerely declare that I am a † [Solicitor engaged in the formation of the company] ~~XXXXXX~~
~~XXXXXX~~ 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

BURGES SALMON
LLP

Declared at

NARROW QUAY HOUSE
NARROW QUAY
BRISTOL
BS1 4AH

Day Month Year

On

1 10 1 2 2 0 0 7

❶ Please print name

before me ❶

A Z TIBER

Signed

Date

10/12/07

† A Solicitor engaged in the formation of the company

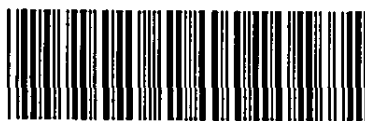
You do not have to give any contact information in the box opposite but if you do, it will help Companies House to contact you if there is a query on the form. The contact information that you give will be visible

Veale Wasbrough Lawyers
Orchard Court, Orchard Lane, Bristol, BS1 5WS

Tel 0117 9252 020
DX number 7831 DX exchange Bristol

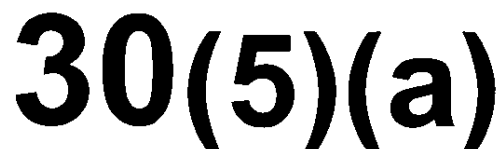
When you have completed and signed the form please send it to the Registrar of Companies at
Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff
for companies registered in England and Wales
or
Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB
for companies registered in Scotland
DX 235 Edinburgh
or LP - 4 Edinburgh 2

TUESDAY



A30 11/12/2007 43
COMPANIES HOUSE

Laserform International 10/07



CHFP025

Company Name in full

Cranleigh Foundation

I, Emma-Jane Burnell

of Orchard Court, Orchard Lane, Bristol BS1 5WS

† Please delete as appropriate

a [Solicitor engaged in the formation of the company] 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

Burns

**BURGES SALMON
LLP**

Declared at

NARROW QUAY HOUSE
NARROW QUAY
BRISTOL
BS1 4AH

Day Month Year

on 1 0 1 2 2 0 0 7

① Please print name

before me ①

A 7 TIBER

Signed

André 132

Date _____

10/12/07

A ~~C O N F I D E N T I A L~~ 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

Veale Wasbrough Lawyers
Orchard Court, Orchard Lane, Bristol, BS1 5WS

Tel 0117 9252 020

DX number 7831

DX exchange Bristol

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for companies registered in England and Wales

or
Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB
for companies registered in Scotland **DX 235**

DX 235 Edinburgh





10

Please complete in typescript,
or in bold black capitals.

CHWP000

Notes on completion appear on final page

First directors and secretary and intended situation of
registered office

Company Name in full

CRANLEIGH FOUNDATION

Proposed Registered Office

(PO Box numbers only, are not acceptable)

CRANLEIGH SCHOOL

HORSESHOE LANE

Post town

CRANLEIGH

County / Region

SURLEY

Postcode

GU68QQ

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

VEALE WASBROUGH LAWYERS

Address

ORCHARD COURT

ORCHARD LANE

Post town

BRISTOL

County / Region

Postcode

BS1 5WS

Number of continuation sheets attached

2

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

VEALE WASBROUGH LAWYERS

ORCHARD COURT, ORCHARD LANE

BRISTOL

Tel

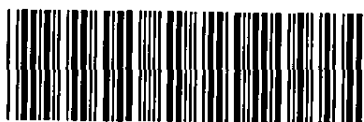
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DX number

7831

DX exchange

BRISTOL



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11/12/2007

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COMPANIES HOUSE

TUESDAY

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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
or LP - 4 Edinburgh 2

Company Secretary (see notes 1-5)

Company name		CRANLEIGH FOUNDATION	
NAME	*Style / Title	MR	*Honours etc
Forename(s)		NICHOLAS OLIVER PERS	
Surname		NORTH	
Previous forename(s)			
Previous surname(s)			
Address **		WHISTLERS	
		THE RIDGEWAY	
Post town		CRANLEIGH	
County / Region		SURREY	Postcode GU6 7HW
Country		UK	
<small>** 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.</small>			
Consent signature		Date 15/9/07	

Directors (see notes 1-5)

Please list directors in alphabetical order

NAME		*Style / Title	MR	*Honours etc
Forename(s)		JOHN ANTHONY VICTOR		
Surname		TOWNSEND		
Previous forename(s)				
Previous surname(s)				
Address **		THE COACH HOUSE, WINTERFORD		
		BARHATCH LANE		
Post town		CRANLEIGH		
County / Region		SURREY	Postcode GU6 7NH	
Country		UK		
<small>** 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.</small>				
Date of birth	Day	Month	Year	Nationality
	24	01	1948	BRITISH CANADIAN
Business occupation	BANKER			
Other directorships	SEE ATTACHED			
I consent to act as director of the company named on page 1				
Consent signature		Date 10/9/07		

20251. YACHTMAN AHO.

10/23/11 10:45 AM

5000 437408200

4425221441

4/25/53

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WATERBURY

24911045

5-22-64

(13) 45-87-178 8226

Anthony Townsend - Current Directorships
As at July 2007

<u>Company</u>	<u>Business</u>	<u>Date of Appointment</u>
BRIT Insurance Holdings Plc	Insurance Holding Company	2 August 1999
Brit Syndicates Limited (Chairman) (formerly Wren Syndicates Management Limited)	Lloyd's Managing Agency	16 December 1999
Brit Insurance Limited	Insurance Company	17 August 2004
Brit Underwriting Limited	Insurance Underwriter	12 September 2005
British and American Investment Trust Plc (Chairman with effect from 01 October 2004)	Investment Trust	6 October 1999
F & C Global Smaller Companies PLC	Investment Trust	24 September 2004
Finsbury Growth & Income Trust PLC	Investment Trust	01 February 2005
The Biotech Growth Trust PLC (Formerly Finsbury Emerging Biotechnology Trust Plc)	Investment Trust	4 June 1997
RCM Technology Trust Plc (Formerly Finsbury Technology Trust Plc)	Investment Trust	7 November 1995
Finsbury Worldwide Pharmaceutical Trust Plc	Investment Trust	14 February 1995
iimia Investment Trust plc (Chairman) (2nd version)	Investment Trust	23 February 2004
Hansa Capital Limited (Formerly Hanseatic Asset Management Limited)	Investment Manager	20 October 1998
Cranleigh School Company	Private Sector School	21 November 1998
Cranleigh Enterprises Ltd	School Supplies Company	4 November 1999

NOTES 1. Bold print denotes a listed company.
2. All the above are UK companies.

Company Secretary (see notes 1-5)

Form 10 Continuation Sheet

CHWP000

Company Name

CRANLEIGH FOUNDATION

NAME *Style / Title

*Honours etc

* Voluntary details

Forename(s)

Surname

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

*Honours etc

Forename(s)

Surname

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

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

4342270

DATE: MAY 29, 1967

[illegible]

12-14-64

2000 8145

37241 72311

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[illegible]

THE 1944-1945 SEASON

Company Secretary (see notes 1-5)

* Voluntary details	NAME	*Style / Title		*Honours etc	
	Forename(s)				
	Surname				
	Previous forename(s)				
	Previous surname(s)				
† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address.	Address †				
	Post town				
	County / Region			Postcode	
	Country				
	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

† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address.	NAME	*Style / Title	MRS	*Honours etc	
	Forename(s) MELANIE JANE				
	Surname WILLIAMSON				
	Previous forename(s)				
	Previous surname(s) ADRIAN				
	Address †				
Post town ESHER					
County / Region SURREY			Postcode KT10 0BZ		
Country UK					
Day Month Year					
Date of birth	13	04	19	66	Nationality BRITISH
Business occupation	PUBLICITY CONSULTANT				
Other directorships	TOYHORSE INTERNATIONAL				
GAIN HOUSE HOTEL					
I consent to act as director of the company named on page 1					
Consent signature		Date			04/09/07

W. E. B. DUBOIS

W. E. B. DUBOIS

W. E. B. DUBOIS

W. E. B. DUBOIS

W. E. B. DUBOIS

W. E. B. DUBOIS

W. E. B. DUBOIS

W. E. B. DUBOIS

W. E. B. DUBOIS

W. E. B. DUBOIS

W. E. B. DUBOIS

Please list directors in alphabetical order

MR	*Honours etc
----	--------------

* Voluntary details

MONTAGUE JOHN

MEYER

24 KENNEDY: Poor Boy

↑↑ 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

AT NENSINGTON PARK ROAD

10

Postcode	W11 3BU
----------	---------

LONDON

Day Month Year

London Postcode W11 3BU

OK

Day	Month	Year
18	12	1944

Nationality BRITISH

TIMBER DISTRIBUTOR

SEE ATTACHED

SEE ATTACHED

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

Consent signature

W. H. Hays

Date 23/8/07.

This section must be signed by either an agent on behalf of all subscribers or the subscribers (i.e those who signed as members on the memorandum of association).

Signed

Verke. Wambush

Date 10/12/07

Signed

Date

Signed

• • •

Date _____

Signed

[illegible]

Date _____

Signed

Date _____

Signed

Number of items	Control (%)	Low (%)	High (%)	Very High (%)
0	0	0	0	0
10	85	75	65	55
20	95	85	75	65
30	98	88	78	68
40	99	90	80	70
50	100	92	82	72
60	100	94	84	74
70	100	96	86	76
80	100	98	88	78
90	100	100	90	80
100	100	100	92	82

Date _____

Signed

Date _____

Wentworth John

Wentworth John

Wentworth

Wentworth

Wentworth

Wentworth John
Wentworth John
Wentworth John

**CRANLEIGH SCHOOL – REGISTER OF DIRECTORS’
INTERESTS IN DEBENTURES**

Montague John Meyer

CANADIAN TRANSPORT (TERMINALS) LIMITED
COMPASS FOREST PRODUCTS LIMITED
CONSOLIDATED TIMBER HOLDINGS LIMITED
CLT TIMBER & TRANSPORT LTD
CRANLEIGH SCHOOL
FALCON PANEL PRODUCTS LIMITED
HOFFMAN THORNWOOD LTD
MACMILLAN BLOEDEL PANELBOARD AGENCIES LIMITED
MBM TERMINALS LIMITED
MBM FOREST PRODUCTS (HOLDINGS) LIMITED
MBM FOREST PRODUCTS LIMITED
MERIDIAN WOOD PRODUCTS LIMITED
PORTHMELLIN SECURITIES LIMITED
PXP HOLDINGS LTD
RINGTOWN LIMITED
J T SYDENHAM & CO LIMITED
SHERBORNE HOLDINGS LIMITED
TRAFALGAR CASES LTD

OVERSEAS
VAN HOOREBEKE SA
ISIPAN SA

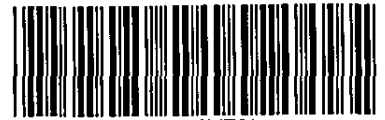
133754/20

Memorandum of Association
The Cranleigh Foundation

THE COMPANIES ACTS 1985 & 2006
COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION
OF
CRANLEIGH FOUNDATION

TUESDAY



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56

COMPANIES HOUSE

Name	1	The name of the company is Cranleigh Foundation ("the Foundation")
Registered Office	2	The registered office of the Foundation shall be in England and Wales
Object	3	The object ("the Object") for which the Foundation is established is to promote and advance any charitable purpose directly connected with Cranleigh School ("the School"), and in the event that the School ceases to exist to promote other educational charitable purposes for the benefit of the community
Powers	4	For the purpose of attaining the Object but not further or otherwise the Foundation shall have the powers set out in the APPENDIX to this Memorandum which are hereby incorporated in and form part of this Memorandum
Income and Property to be Applied to Objects	5	<p>The income and property of the Foundation obtained from any source shall be applied solely towards the promotion of the Object and no part of it shall be paid or transferred, directly or indirectly by way of dividend, bonus or in any other way by way of profit, to the member of the Foundation and no Trustee shall be appointed to any office of the Foundation paid by salary or fees or receive any remuneration or other benefit in money or moneys worth from the Foundation except as authorised by this Memorandum</p> <p>PROVIDED THAT the Foundation may make payment or remission (as the case may be) in good faith of</p>
Payment of Employees etc	5 1	reasonable and proper remuneration and benefits to any officer or servant of the Foundation (not being a member of the Board of Trustees of the Foundation) for any services actually rendered to the Foundation, and/or
Interest on Loans by the Member	5 2	interest on money lent by any member of the Foundation or of its Board of Trustees at a rate per annum not exceeding 2% over the base rate

		prescribed for the time being by Barclays Bank plc, or 3% whichever is the greater, and/or
Rent for Property Let by the Member	5 3	reasonable and proper rent or other payment for premises demised, let or licensed to the Foundation by any member of the Foundation or any member of the Board of Trustees, and/or
Fees etc to a Foundation in which a Trustee has an Interest	5 4	fees, remuneration or other benefit in money or money's worth to a company of which the member of the Foundation or a Trustee is a member holding not more than 2% of the issued capital thereof and such member shall not be bound to account for any share of profits he or she may receive in respect of any such payment, and/or
Reasonable Expenses	5 5	reasonable out-of-pocket expenses incurred by any Trustee in connection with the performance of his or her duties as Trustee, and/or
Indemnity Insurance	5 6	any premium in respect of indemnity insurance as referred to in Clauses 17 and 18 of the Appendix to this Memorandum, and/or
Indemnity Out of the Foundation's Assets	5 7	an indemnity to a Governor or other officer of the Foundation against any liability incurred by him in that capacity, to the extent permitted by section 309A or 310 of the Companies Act 1985
Scholarships, Bursaries, etc	5 8	a payment or remission under a scholarship, exhibition, bursary, grant, award, prize, assisted place or other benefaction in respect of part or all of the fees payable for a pupil at the School, or otherwise for the benefit of a pupil or former pupil of the School, following a competitive examination and/or some other process of assessment or adjudication of merit, need or appropriateness, even though a Trustee is a parent, legal guardian or other responsible adult acting in place of a parent of such pupil or former pupil, and/or
Contracts for Goods/Services	5 9	any sum or material benefit due and payable under a contract entered into pursuant to clause 6 below, and/or
Other payment	5 10	any other payment or benefit made with the prior consent of the Charity Commission for England and Wales
Goods and Services Provided by a Trustee	6	Any Trustee (or any firm or company of which a Trustee is a member or employee) may enter into a contract with the Foundation to supply goods and/or services in return for payment or other material benefit, but (except in the case of clause 5 4 above) only if
	6 1	the goods and/or services are actually required by the Foundation, and
	6 2	the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedures in clause 7 below, and
	6 3	no more than half of the Trustees are parties to such a contract in any financial year

Personal Interest of a Trustee	7	Whenever a Trustee has a personal interest in a matter to be discussed at a meeting of the Board of Trustees or a Committee of the Trustees, the Trustee concerned must
	7 1	declare an interest at or before discussion begins on the matter, and
	7.2	withdraw from the meeting for that item unless expressly invited to remain in order to provide information, and
	7 3	not be counted in the quorum for that part of the meeting, and
	7 4	withdraw during the vote and have no vote on the matter
Limited Liability	8	The liability of the member is limited
Contribution on Winding-Up	9	The member of the Foundation undertakes to contribute such amount as may be required not exceeding ten pounds (£10) -
	9 1	to the assets of the Foundation, in the event of its being wound up while it is a member, or within one year after it ceases to be a member,
	9 2	to payment of debts and liabilities of the Foundation contracted before it ceased to be a member, and of the costs, charges and expenses of winding-up; and
	9 3	to the adjustment of the rights of the contributories among themselves
Dissolution	10	If upon the winding-up or dissolution of the Foundation there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to the member of the Foundation, but shall be given or transferred to Cranleigh School or, if such school shall have ceased to exist or ceased to be charitable, to some other charitable institution or institutions, having objects similar to the object of the Foundation
Accounts	11	Proper accounts shall be kept of the sums of money received and expended by the Foundation and the matters in respect of which such receipts and expenditure take place, of all sales and purchases of goods or services by the Foundation and of the property, assets and liabilities of the Foundation, and, such accounts shall be open at all reasonable times to the inspection of the Member
		Once at least in every year the accounts of the Foundation shall be examined and the truth and fairness of the income and expenditure account

**Amendments to the
Memorandum**

- and balance sheet ascertained by one or more properly qualified auditor or auditors as defined by the Companies Act 1985
- 12 No addition alteration or amendment to which s64 of the Charities Act 1993 applies shall be made to or in the provisions of the Memorandum of Association for the time being in force unless the same shall first have been submitted to and approved by the Charity Commissioners for England and Wales and no addition alteration or amendment shall be made to or in the provisions of such Memorandum which would cause the Foundation to cease to be a charity at law

**APPENDIX TO THE MEMORANDUM OF ASSOCIATION
(Powers of the Foundation)**

Scholarships, Exhibitions, Bursaries, Prizes, Awards, Allowances and Leaving Awards	1	The power at the absolute discretion of the Trustees (but taking into account any views of the Governing Body of Cranleigh School) and on such terms as they see fit
	(a)	To institute, establish, contribute towards and administer scholarships, exhibitions, bursaries, grants, awards, prizes and other benefactions tenable at the School to pupils selected on grounds of merit or considered worthy of suitable reward or mark of distinction
	(b)	To provide maintenance allowances for pupils in financial need to enable them to attend the School and/or to enable them to participate in ex-curricular activities undertaken for educational purposes and to make such other allowances or associated allowances as the Board of Trustees shall in their absolute discretion consider appropriate
	(c)	During or at the end of any School year to award Leaving Exhibitions to pupils leaving the School in that year and tenable at any university or other institution of higher or further education (including professional or technical education) approved by the Board of Trustees or for the purpose of enabling the exhibitioner to pursue a course of study approved by them or on ceasing to attend an educational establishment, to prepare for, or enter, employment or other work or calling
Facilities	2	The power to provide facilities for the School or otherwise in furtherance of the Object including the purchase, development, alteration, renewal, fitting out and equipping of a school or schools, class rooms, offices, board, lodgings and other facilities for pupils, teachers, and others instructed or employed by the School or the Foundation, including facilities for study, research, recreation sports and also performance of artistic and cultural activities of every description
Donation	3	The power to make any charitable donation either in cash or assets for the furtherance of the object of the Foundation or the School
Acquisition	4	Subject to such consents as shall be required by law, the power to purchase, take on lease, or in exchange, hire or otherwise acquire any property (whether real or personal and whether in the United Kingdom or elsewhere) and any rights or privileges the acquisition of which the Foundation may think necessary or convenient for any of the purposes of the Foundation
Additions and Alterations to Buildings	5	The power to construct, maintain, add to, improve furnish, equip and alter any building or erection necessary for the work of the Foundation or the School
Disposal of Assets	6	The power (subject to the Charities Act 1993 and in particular to Part V) to sell, lease, mortgage, turn to account, manage and improve all or any of the property or assets of the Foundation subject to such terms and conditions as may be thought expedient and to exercise any rights privileges or advantages, easements or other benefits attached to such property or assets and to undertake, maintain, execute and do all such lawful acts, matters and things as the Foundation may be obliged or required or ought to do as the owner of such property or assets
Permitting use of the Foundation's	7	The power to allow any property of any kind belonging to the Foundation to be used or occupied by the School for any purposes connected with the School or by

Property		any trading company wholly owned by the School or the Foundation or by any other body established for charitable purposes or not-for-profit for such period and on such terms as to rent or other payment (if any) as the Trustees shall think fit PROVIDED ALWAYS that any use or occupation of property belonging to the Foundation by any trading company wholly owned by the School or by the Foundation shall be at arms length and on commercial terms which include an open market rent or other payment
Methods of Raising Income	8	The power to take such steps by personal or written appeals, public meetings, film shows, sales of booklets and advertising matter, or otherwise, as may from time to time be deemed expedient for procuring contributions or donations or income to enable the Foundation to carry out any of its objects which may require such assistance
Gifts, Legacies, etc	9	The power to accept any gifts, endowments, legacies, bequests, devises, subscriptions, grants, loans or contributions of any kind of money or property of any kind including contributions subject to special trusts or conditions Provided that in relation to any contributions subject to any special trusts or conditions the Foundation shall hold and apply the same in accordance with the trusts and conditions on which they were transferred and shall only deal with or invest the same in such manner allowed by law, having regard to such trusts
Borrowing	10	Subject to such consents as may be required by law, the power to borrow and raise money and to secure by mortgage, charge or lien upon the whole or any part of the Foundation's property or assets (whether present or future) the discharge by the Foundation or any other person of any obligation or liability, or raise money for the purposes of the Foundation on such terms and in such manner as the Board of Trustees may think fit
Advancing Money and Credit	11	The power to lend and advance money or give credit on any terms and with or without security to any person, firm or company, to enter into guarantees, contracts of indemnity and suretyships of all kinds, to receive money on deposit or loan upon any terms and to secure or guarantee in any manner and upon any terms the payment of any sum of money or the performance of any obligation by any person, firm or company
Trading Company	12	The power, in exchange for full value consideration and subject to Part V of the Charities Act 1993, to grant licences or make any disposition of the property or assets of the Foundation to a trading company formed and operated for a purpose (inter alia) of benefiting the Foundation It shall be a condition of any such licence or disposition that the trading company shall by some tax effective means (currently by Gift Aid) transfer all its profit of a capital and income nature in favour of the Foundation and that no licence or disposition shall be of such a nature or scope as to make improper or excessive use of the property or other assets of the Foundation for non-charitable purposes
Procurement of Funds	13	The power to procure, obtain, collect and receive money and funds by way of contributions, donations, subscriptions, legacies, grants, licence fees, fees, appeals for funds or any other lawful method, and to accept and receive any gifts or property of any description, whether subject to any special trust or not Provided always that any moneys so received by the Foundation shall be used or applied by the Foundation for or towards its charitable object
Publicity	14	The power to adopt such means of publicising the Foundation and its object and activities as may seem expedient, and in particular by advertising in any media, and by granting prizes, awards and donations
Employment	15	The power

- | | | |
|------------------------------------------|----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | (a) | to engage or employ such persons (whether as employees, consultants, advisers or however) as may be requisite or desired for the promotion of the object of the Foundation, |
| | (b) | to engage or employ such persons upon such terms as the Board of Trustees thinks fit, |
| | (c) | to decide and to fix salaries (subject always to Clause 5 of this Memorandum) as the Board of Trustees may deem proper and to enter into any service agreements which they shall consider necessary or desirable, and |
| | (d) | to terminate any such employment upon such terms as the Board of Trustees may decide |
| Pensions and Superannuation | 16 | The power to make all reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees and their widows or widowers and other dependants |
| Indemnity Insurance for Employees | 17 | The power to insure at the expense of the Foundation and arrange insurance cover for and to indemnify its officers, staff, voluntary workers and members from and against all such risks incurred in the course of their duties as may be thought fit and in relation to the Board of Trustees (or any of them) so far as is permitted by Clause 18 of this Appendix |
| Trustees' Indemnity Insurance | 18 | Subject to Clauses 18 1 and 18 2, the power to provide indemnity insurance to cover the liability of the Board of Trustees or any officer of the Foundation (or any of them) in relation to the following liabilities |
| | (a) | any liability that by virtue of any rule of law would otherwise attach to a director of a company in respect of any negligence, default, breach of duty or breach of trust of which he or she may be guilty in relation to the Foundation, |
| | (b) | the liability to make a contribution to the Foundation's assets as specified in section 214 of the Insolvency Act 1986 (wrongful trading) |
| | PROVIDED THAT | |
| | 18 1 | Any such insurance in the case of clause 18 sub-paragraph (a) above shall not extend to |
| | (i) | any liability resulting from conduct which the Trustees knew, or must be assumed to have known, was not in the best interests of the Foundation, or which the Trustees did not care whether it was in the best interests of the Foundation or not, |
| | (ii) | any liability to pay the costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud or dishonesty or wilful or reckless misconduct of the Trustees, |
| | (iii) | any liability to pay a fine |
| | 18 2 | There is excluded from clause 18 sub-paragraph (b) any liability to make such a contribution where the basis for the Trustee's liability is his or her knowledge prior to the insolvent liquidation of the Foundation (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Foundation would avoid going into insolvent liquidation |

Insurance of Foundation Property	19	The power to insure the Foundation and the Foundation's property and assets against such risks as the Board of Trustees shall consider it prudent or necessary to insure against
Acting as Trustee	20	The power to act as trustee and to undertake and execute any charitable trust which may lawfully be undertaken by the Foundation and may be necessary for the attainment of its object, and to perform any services in furtherance of the object of the Foundation, gratuitously or otherwise and to hold on separate trusts and not as part of the corporate property of the Foundation any land or funds previously held on behalf of the School and found by the Commissioners or the court to have been permanent endowment land or funds
Charitable Trusts	21	The power to establish charitable trusts for any charitable purpose or purposes in any way connected with the object of the Foundation, to act as trustees of any charitable trust whether established by the Foundation or otherwise and generally to undertake and execute any charitable trust which may lawfully be undertaken by the Foundation and may be conducive to its object
Subscriptions and Guarantees	22	The power to subscribe or guarantee money for charitable purposes in any way connected with the purposes of the Foundation or calculated to further its object
Investment	23	The power to invest the moneys of the Foundation not immediately required for its purposes in or upon such investments securities or property as may be thought fit, subject to such conditions (if any) and such consents (if any) as may be imposed or required by law
Investment Managers	24	<p>The power to delegate upon such terms and at such reasonable remuneration as the Foundation may think fit to professional investment managers ("the Managers") the exercise of all or any of its powers of investment provided that</p> <p>(a) the Managers shall be authorised to carry on investment business under the provisions of the Financial Services and Markets Act 2000 as amended from time to time or any legislation enacted in substitution thereof,</p> <p>(b) the delegated powers shall be exercisable only within clear policy guidelines drawn up in advance by the Foundation,</p> <p>(c) the Managers shall be under a duty to report promptly to the Foundation any exercise of the delegated powers and in particular to report every transaction carried out by the Managers to the Foundation within fourteen (14) days and to report regularly on the performance of investments managed by them unless different arrangements and periods for the reporting of transactions and performance are agreed between the Foundation and the Managers from time to time,</p> <p>(d) the Foundation shall be bound to review the arrangements for delegation at intervals not (in the absence of special reasons) exceeding twelve (12) months, any failure by the Foundation to undertake such reviews within the period of twelve (12) months shall not invalidate the delegation,</p> <p>(e) the Foundation shall be responsible for choosing the Managers, fixing or enforcing the terms upon which the Managers are employed; requiring the remedy of any breaches of those terms and otherwise supervising the Managers but the Trustees shall not be liable for the acts and defaults of the Managers,</p> <p>(f) the Foundation is entitled to cancel the delegation arrangements at any time, and</p> <p>(g) the Managers shall be appointed on terms that they do not in respect of the assets</p>

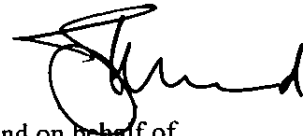
		of the Foundation do anything outside the powers of the Foundation
Nominees	25	The power to arrange for investments or other property of the Foundation to be held in the name of a nominee (being a corporate body) under the control of the Board of Trustees or a person authorised to carry on business as an investment manager or custodian under the provisions of the Financial Services and Markets Act 2000 as amended from time to time or any legislation enacted in substitution thereof acting under their instructions and to pay any reasonable fee required
Alliances	26	The power to establish, support, subsidise, promote, co-operate or federate with, affiliate or become affiliated to, act as trustees or agents for, or manage or lend money or other assistance to any other educational association, society or other body, corporate or unincorporated, established for charitable purposes only
Amalgamation	27	The power to amalgamate, federate, affiliate, co-operate or combine wholly or in part with or to any charitable institutions, societies or companies formed for objects similar to those of the Foundation, such institutions, societies or companies being prohibited from distributing profits and assets among their members to at least the extent imposed by this Memorandum upon the Foundation
Transfer of Assets	28	The power to transfer or make over with or without valuable consideration any part of the property or assets of the Foundation not required for the purposes for which it is formed to any body having charitable purposes or a charitable purpose as its objects or object, provided that such body is by its constitution prohibited from distributing its profits or assets among its members to at least the extent imposed by this Memorandum upon the Foundation and subject in all respects to the provisions of the <i>Charities Act 1993</i> and any amendment or re-enactment thereof
Enactment	29	The power to make bye-laws, rules and regulations with regard to the affairs or the management of the Foundation
Formation Costs	30	The power to pay out of the funds of the Foundation all the costs, charges and expenses preliminary or incidental to the promotion, formation, establishment and incorporation of the Foundation
Additional Powers	31	The power to do all such other lawful things as are necessary for the attainment of the above object
		PROVIDED THAT
Trust Property	(a)	In case the Foundation shall take or hold any property which may be subject to any trust, the Foundation shall only deal with the same in such manner as allowed by law having regard to such trusts
Charitable Property	(b)	In case the Foundation shall hold any property subject to the jurisdiction of the Charity Commission for England and Wales, the Foundation shall not sell, mortgage, charge, or lease such property without such authority, approval or consent as may be required by law

In this Memorandum "the Board of Trustees" shall mean the persons appointed as such under the Articles of Association to have the general control and management of the administration of the Foundation and "Trustee" shall mean any one of them. Headings, sub-headings and format lines are for ease of reading and do not form part of this Memorandum. Words or expressions defined in the Articles of Association shall bear the same meanings in this Memorandum of Association unless inconsistent with the subject or context.

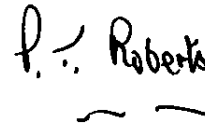
The subscriber to this Memorandum wishes to be formed into a company pursuant to this Memorandum.

Name Address and Description of Subscriber

Cranleigh School
Horseshoe Lane
Cranleigh
GU6 8QQ


For and on behalf of
Cranleigh School

Witness to the above signature



Name P T ROBERTS

Address: ORANORE
HORSESHOE LANE
CRANLEIGH
SURREY, GU6 8QE

Dated 30th November 2007.

THE COMPANIES ACTS 1985 and 2006
A COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION
OF
CRANLEIGH FOUNDATION
("THE FOUNDATION")

**Definitions &
Interpretation**

INTERPRETATION

1 In these Articles, unless the context otherwise requires

"the Articles" means the articles of association of the Foundation

"the Board of Trustees" means the directors of the Foundation, being the charity trustees of the Foundation (and "Trustee" means any one of them)

"the Charities Acts" mean the *Charities Act 1993* and the *Charities Act 2006*

"Circulation Date" means the circulation date of a written resolution being the date at which copies of it are sent or submitted to the Members or to at least one Member

"clear days" in relation to any period of notice means 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

"the Companies Acts" means the *Companies Act 1985* and the *Companies Act 2006* *"electronic form"* means a document supplied by electronic means (such as by email or by fax) or by any other means which is in electronic form (such as a disk sent by post)

"hard copy" means a document supplied in paper copy or similar form capable of being read

"Member" means the member of the Foundation who for the avoidance of doubt is the School being the sole member of the Foundation

"the Memorandum" means the memorandum of association of the Foundation

"month" means calendar month

"Office" means the registered office of the Foundation

"Parent" means the parent or, as the case may be, legal guardian of a Pupil

"Pupil" means a pupil at the School

"Rules" means rules, whether referred to as rules, regulations, a scheme or bye laws, as referred to in Articles 35 to 37

"the School" means Cranleigh School or any other school or schools from time to time carried on by Cranleigh School as now or in the future constituted

"the Seal" means the common seal (if any) of the Foundation

"Secretary" means the secretary of the Foundation or from such time as the relevant provisions of the Companies Act 2006 come into force, if no secretary has been appointed the person appointed to carry out the duties of the secretary of the Foundation,

"the United Kingdom" means the United Kingdom of Great Britain and Northern Ireland

The following rules of interpretation shall also apply

Modification or Re-enactment

Reference to any provisions of the Companies Acts or the *Charities Acts* or any other statute shall be a reference to such provisions as modified or re-enacted by any statute or regulations for the time being in force

Meanings where there is no inconsistency

Except as provided above, words or expressions defined in the *Companies Acts* or the *Charities Acts* (subject to any statutory modification or re-enactment) in force at the date on which these Articles become binding on the Foundation shall bear the same meanings in these Articles unless inconsistent with the subject or context

Words in the masculine include the feminine gender and vice versa
Words in the singular include the plural and vice versa

Headings, Sub-Headings, Underlinings and Format Lines are for ease of reading and unless they form part of a phrase or sentence, do not form part of these Articles

OBJECTS

- | | | |
|----------------------------|---|---------------------------------------------------------------------------------------------|
| Purposes and Powers | 2 | The Foundation is established for the purposes and has the powers set out in the Memorandum |
|----------------------------|---|---------------------------------------------------------------------------------------------|

MEMBERS

- | | | |
|----------------------------|---|-------------------------------------------------------------------------------------------------------|
| The Sole Member | 3 | The School shall be the sole member of the Foundation ("the Member") |
| Register of Members | 4 | The provisions of Sections 352 and 352A of the Companies Act 1995 shall be observed by the Foundation |
| Membership | 5 | Membership of the Foundation is not transferable |

GENERAL MEETINGS

- | | | |
|-------------------------|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| General Meetings | 6 | All general meetings shall be called General Meetings |
| | 7 | A General Meeting |
| | (a) | may be convened whenever the Board of Trustees see fit, or |
| | (b) | shall be convened by the Board of Trustees if the Member makes a requisition in hard copy or in electronic form pursuant to the provisions of the Companies Acts which must be left at or sent to the Office, stating the object of the proposed meeting, or |
| | (c) | may be convened by the Member if the Board of Trustees has not within 21 days from receipt of a requisition given notice to convene the meeting |

NOTICE OF GENERAL MEETINGS

- | | | |
|-----------------------------------|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Notice of General Meetings | 8 | As to notice of general meetings |
| | (a) | all General Meetings shall be called by at least 14 clear days' notice but may be called by shorter notice if it is so agreed by the Member, and |
| | (b) | the notice shall specify the time, the date and place of the meeting and the general nature of the business to be transacted, |
| | (c) | the notice shall be given to the Member and to the auditors, and |
| | (d) | 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 |

	(e)	a Member present at any meeting of the Foundation shall be deemed to have received notice of the meeting and, where requisite, the purposes for which it was called
Providing notices and documents to Members	9	<p>Notice of meetings or documents shall be sent or supplied to the Member by or through a combination of</p> <p>(a) hard copy (see Article 77),</p> <p>(b) in electronic form (see Article 78), or</p> <p>(c) by means of a website (see Article 79)</p>
Further provisions on notices	10	See Articles 74 to 83 below for further provisions relating to sending notices and documents
PROCEEDINGS AT GENERAL MEETINGS		
Quorum for General Meetings	11	<p>The quorum requirements for general meetings are</p> <p>(a) ONE Member being the duly authorised representative of the sole Member of the Foundation,</p> <p>(b) if a quorum is not present within 30 minutes from the time appointed for a meeting to start</p> <p>(i) a meeting convened on the requisition of the Member shall be dissolved, or</p> <p>(ii) any other meeting shall be adjourned to such other time date and place not less than seven days and not more than 28 days thence as the chairman shall appoint</p>
Majority to Pass a Resolution	12	Resolutions, other than special resolutions, put to the vote of a meeting shall be decided on simple majority and special resolutions shall be decided on a majority of at least 75 per cent of those present and entitled to vote
THE CHAIRMAN OF A GENERAL MEETING		
Chairman of a General Meeting	13	<p>The chairman of a general meeting shall be</p> <p>(a) the Chairman of the Board of Trustees, or</p> <p>(b) if he is not present within 15 minutes after the time appointed for the meeting to start or is unwilling to preside or has an interest in a matter to be decided, the Trustee chosen by the</p>

Trustees present to chair the meeting, or

- (c) if no Trustees is willing to act as Chairman, or if no Trustee is present within 15 minutes after the time appointed for the meeting to start, the Member or a duly authorised representative of the Member shall chair the meeting

ADJOURNMENT OF A GENERAL MEETING

Adjournment of a
General Meeting

- 14 The procedures for adjournment of a general meeting are
- (a) the chairman of a meeting may, with the consent of the meeting, or when so directed by a quorate meeting, adjourn the meeting to such other time and place within the next 14 days as the chairman thinks fit,
 - (b) no business shall be transacted at an adjourned meeting except business which could have been transacted if that meeting had taken place, and
 - (c) if a meeting is adjourned for seven days or more, notice of the adjourned meeting shall be given specifying the time and place of the adjourned meeting. Otherwise it shall not be necessary to give any such notice

VOTES AT GENERAL MEETINGS

Every Member Shall
have one Vote

- 15 On a show of hands the Member or its duly authorised representative shall have one vote

WRITTEN RESOLUTIONS

- 16 The Foundation may pass a resolution in writing provided the Member has consented to the resolution. Such a resolution will be effective as if it was passed at a general meeting duly convened and held where the Member would have been entitled to vote upon it
- 17 Where the Foundation proposes to pass a special resolution by means of a written resolution, it must state in the written resolution that it is to be passed by means of a special resolution
- 18 As to the circulation of written resolutions
- (a) The Foundation must send a copy of the resolution to the Member in hard copy form, in electronic form or by means of a website in accordance with Articles 74 to 83
 - (b) A copy of the written resolution must be provided with a statement informing the Member
 - (i) how to consent to the resolution, and
 - (ii) the date by which the resolution must be passed so that it does not lapse (in accordance with Article 19)

- | | | |
|---------------------|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | 19 | A proposed written resolution will lapse if it is not passed before the deadline set out in the statement accompanying the written resolution and in the absence of such statement shall lapse 56 days after the circulation date |
| | 20 | Any agreement by the Member to a written resolution is invalid if given after that date |
| | 21 | The Member has agreed to a written resolution where the Secretary receives from him in hard copy or electronic form (or from someone acting on his behalf) an authenticated document that <ul style="list-style-type: none">(a) identifies the resolution to which it relates, and(b) indicates the Members agreement to the resolution |
| | 22 | Once the Members agreement to the resolution has been obtained, it cannot be revoked |
| Objection to Voting | 23 | No objection shall be raised to the qualification of any voter, except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid
Any objection made in due time shall be referred to the chairman whose decision shall be final and conclusive |

APPOINTMENT OF TRUSTEES

- | | | |
|------------------------|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| The Number of Trustees | 24 | The number of Trustees shall be not less than THREE and all of whom shall be co-opted

The Member may in general meeting increase or reduce the minimum number of Trustees and determine in what rotation such numbers shall go out of office |
| First Trustees | 25 | The First Trustees shall be <ul style="list-style-type: none">(a) Dr S Mockford,(b) Mr M J Meyer,(c) Mr J A V Townsend, and(d) Mrs M J Williamson |
| Co-opted Trustees | 26 | The Member may appoint to the Board of Trustees such persons as it considers suitable to be co-opted Trustees |
| Pre-Condition to | 27 | Every person wishing to become a Trustee may be required to sign a |

**taking Office as a
Trustee**

declaration of acceptance and of willingness to act as a Trustee in the form prescribed by the Board of Trustees from time to time

Any such declaration shall include confirmation that the proposed Trustee is not disqualified from becoming a Trustee by reason of any provision in these Articles, but the Board of Trustees shall not unless required by law be required to carry out any independent investigation on such matter and shall be entitled to rely upon such confirmation

**The Rights of a
Trustee**

- 28 Each new Trustee shall become entitled to the rights of being a Trustee, including, but not limited to, the right to such information and advice with regard to the activities of the Foundation as Trustees may lawfully and reasonably be able to supply or procure

QUALIFICATIONS AND DISQUALIFICATION OF TRUSTEES

**Qualification to be a
Trustee**

- 29 No person shall take office as a Trustee
- (a) unless he is a natural person, and not a body corporate,
 - (b) unless he is aged 18 or over
 - (c) if he is employed by the Foundation,
 - (d) in circumstances such that, had he already been a Trustee, he would have been disqualified from acting under the provisions of Articles 30 or 42 to 44,

but a person may be a Trustee notwithstanding that he or she is the parent of a Pupil, or prospective or former Pupil, or is a former Pupil who is in receipt of, or in respect of whom an application is being made for, or is eligible to be considered for, a scholarship, exhibition, bursary, grant, award, prize, other benefaction, maintenance allowance, leaving exhibition or other benefit granted in accordance with the provisions of the Memorandum

**Disqualification of
Trustees**

- 30 A person shall be disqualified from holding or continuing to hold office as a Trustee if
- (a) he becomes incapable by reason of mental disorder, illness or injury of managing or administering his own affairs, or
 - (b) he has been adjudged bankrupt or sequestration of his estate has been awarded and (in either case) he has not been discharged and the bankruptcy order has not been annulled or rescinded, or
 - (c) he has made a composition or arrangement with, or granted a trust deed for, his creditors and has not been discharged in respect of it, or
 - (d) at any time when he is subject to a disqualification order under the Company Directors Disqualification Act 1986 or to an order made under section 429(2)(b) of the Insolvency Act 1986 (failure to pay under county court administration order) or if he

ceases to be a Trustee by virtue of any provision in the Companies Acts, or

- (e) he is disqualified from acting as a trustee or director by virtue of section 72 of the Charities Act 1993, or
- (f) he has been removed from the office of charity trustee or trustee for a charity by an order made by the Charity Commission or the High Court on the grounds of any misconduct or mismanagement in the administration of the charity for which he was responsible or to which he was privy, or which he by his conduct contributed to or facilitated, or
- (g) at any time his or her name is included in any list of persons considered to be unsuitable to have access to children or young persons (which shall include, without limitation, the Sex Offenders Register), or
- (h) at any time prior to taking office as a Trustee or since taking office he has been convicted, or charged, and the charge has not been dropped, of an offence of a type, or carrying such punishment, as the Board of Trustees may prescribe by Rules made for the purpose, or
- (i) in any other circumstance prior to taking office as a Trustee or since taking office considered by the Board of Trustees to be material he is disqualified in accordance with Rules made for the purpose

Notices to the Secretary

- 31 Where, by virtue of these Articles a person becomes disqualified from holding, or from continuing to hold, office as a Trustee, and he is, or is proposed, to become such a Trustee, he shall upon becoming so disqualified give notice in hard copy or electronic form of that fact to the Secretary

Members of any Committee

- 32 Articles 29 to 31 also apply to any member of any committee of the Trustees who is not a Trustee

POWERS OF TRUSTEES

Trustees' Powers

- 33 General provisions concerning Trustees' powers are
- (a) subject to the provisions of the Companies Acts, the Charities Acts, the Memorandum and the Articles and to any directions given by special resolution, the business of the Foundation shall be managed by the Board of Trustees who may exercise all the powers of the Foundation,
 - (b) no alteration of the Memorandum or Articles and no such direction shall invalidate any prior act of the Board of Trustees which would have been valid if that alteration had not been made or that direction had not been given,
 - (c) the powers given by this Article shall not be limited by any special power given to the Board of Trustees by the Articles,

and

- (d) a meeting of Trustees at which a quorum is present may exercise all powers exercisable by the Board of Trustees

Bank Accounts

- 34 Any bank account in which any part of the assets of the Foundation is deposited shall be operated by the Board of Trustees and shall indicate the name of the Foundation

RULES

**Rules to be made by
the Board of Trustees**

- 35 The Board of Trustees may from time to time make such Rules as they may deem necessary or expedient or convenient for the proper conduct and management of the Foundation and its affairs, but consistent always with the terms of the Memorandum and these Articles
- 36 The absence of any such Rules in respect of any such matter shall not preclude the Board of Trustees from otherwise making a determination in any particular case where not inconsistent with the provisions of these Articles
- 37 A copy of all Rules currently in force from time to time shall be kept with the minutes book of the Foundation and shall be published in such manner as the Board of Trustees consider appropriate having regard to the subject matter of the Rules

DELEGATION OF TRUSTEES' POWERS

**Agreement of the
Foundation**

- 38 The Board of Trustees may, by power of attorney or otherwise, appoint any person to be the agent of the Foundation for such purposes and on such conditions as they determine, including authority for the agent to delegate all or any of his powers

Committees

- 39 In relation to committees established by the Board of Trustees
- (a) the Board of Trustees may establish any committee to exercise, subject to these Articles, powers and functions of the Board of Trustees The constitution, membership and proceedings of any committee of the Board of Trustees shall be determined by the Board of Trustees The Board of Trustees shall indicate in hard copy or in electronic form to such a committee the extent and nature of the powers so delegated,
- (b) the membership of any committee of the Board of Trustees may include persons who are not Trustees provided that a majority of members of any such committee shall be Trustees The chairman of each committee shall be a Trustee The Board of Trustees may determine that some or all of the members of a committee who are not Trustees shall be entitled to vote in any proceedings of the committee No vote on any matter shall be taken at a meeting of a committee of the Board of Trustees unless the majority of members of the committee present are Trustees,
- (c) the quorum for any meeting of a committee shall be

determined by the Board of Trustees from time to time and in default shall be two,

- (d) for the avoidance of doubt, the Board of Trustees may delegate all financial and other matters, between meetings of Trustees, to a committee, including authority
 - (i) to resolve upon the operation of any bank account according to such mandate as it shall think fit,
 - (ii) to preserve the assets of the Foundation, the maintenance of the Foundation and take other urgent actions as such committee considers necessary or desirable, and
 - (iii) implement the policies adopted by the Board of Trustees
- (e) such committees shall conform to any Rules imposed by the Board of Trustees,
- (f) all delegations of powers to any committee shall be revocable by the Board of Trustees at any time,
- (g) unless the terms of the delegation to a committee are to the contrary, a committee may delegate any of its powers or the implementation of any of its resolutions to any sub-committee and the provisions of these Articles shall apply to such sub-committee as they apply to any committee with all such changes as the context may require, and
- (i) the meetings and proceedings of any such committee shall otherwise be governed by the provisions of these Articles for regulating the meetings and proceedings of the Board of Trustees so far as applicable unless superseded by any subsequent decisions of or Rules made by the Board of Trustees

TERM OF OFFICE, RESIGNATION & REMOVAL OF TRUSTEES

Term of Office of Trustees

40 As to the term of office of Trustees

- (a) the normal period of service of Trustees shall be for FIVE years

The term of office for each Trustee shall expire on the fifth anniversary of his taking office, except that the Board of Trustees may at any time determine in each particular case that the term of office shall instead expire at the end of a meeting of Trustees held within six months following such fifth anniversary. In such a case his successor may take office during the course of any such meeting even though the person he replaces continues in office until the end of such meeting

		<p>(b) the Board of Trustees may provide by Rules or in any particular case that a Trustee appointed to fill a casual vacancy shall hold office for the unexpired term of the office of the Trustee in whose place he is appointed,</p> <p>(c) unless the Board of Trustees resolve by a unanimous vote of those present and voting that a person who has been a Trustee for a continuous period of 20 years should continue in office, that Trustee shall retire at the end of the next meeting of Trustees and following retirement such a person may not be reappointed unless he has ceased to be a Trustee for a continuous period of 12 months,</p> <p>(d) a Trustee who has reached the age of seventy shall retire at the end of the next following his birthday unless before or at that meeting the Members resolve by a unanimous vote of those present and voting that he or she should continue in office. The same procedure shall apply with respect to each successive birthday of that Trustee,</p> <p>(e) retirement of a Trustee in accordance with paragraphs (a) to (d) shall only occur if at least three Trustees will remain in office when the retirement is to take effect, but if this would not be the case then such retirement shall occur at the next meeting of the Board of Trustees that it could do so with at least three Trustees remaining in office, and</p> <p>(f) subject to remaining eligible to be a particular type of Trustee any Trustee retiring at the end of his term of office may be re-appointed or re-elected</p>
Removal of any Trustee	41	In accordance with the Companies Acts upon giving of special notice of 28 days the Foundation may by passing an ordinary resolution (and complying with the procedures set out in sections 168 and 169 of the Companies Act 2006) remove any Trustee before the end of his period of office notwithstanding anything in these Articles or any agreement between the Foundation and the Trustee to the contrary
Ceasing to be a Trustee	42	<p>The office of a Trustee, shall be vacated if</p> <p>(a) he dies, or</p> <p>(b) any event or circumstance occurs which would disqualify him from being appointed a Trustee on the terms of Article 30, or</p> <p>(c) he resigns his office by notice to the Foundation (but only if at least three Trustees will remain in office when the notice of resignation is to take effect), or</p> <p>(d) he shall for more than three consecutive meetings have been absent without permission of the Board of Trustees from meetings of Trustees and the Board of Trustees resolve that his office be vacated, or</p> <p>(e) he shall in the opinion of the Board of Trustees be unable</p>

		properly to fulfil his duties as a Trustee by reason of illness, disability or infirmity and the Board of Trustees resolves that his office be vacated, or
		(f) he is removed from office by ordinary resolution of the Foundation in accordance with Article 41, or
		(g) he fails to declare the nature of any direct or indirect interest in Foundation business as required by the Act or these Articles and the Board of Trustees determine that his office be vacated, or
		(h) he ceases to hold office by virtue of any provision of the Companies Acts
Obligation or liability incurred by a person ceasing to be a Trustee	43	The removal of a Trustee shall be without prejudice to and shall not affect any obligation or liability incurred by him or to which he was subject prior to his removal
Notice to the Secretary	44	Where a Trustee resigns his office or is removed from office, the Trustee or, where he is removed from office, those removing him, shall give notice thereof to the Secretary in hard copy or in electronic form
TRUSTEES' EXPENSES		
Reasonable and proper out-of- pocket	45	Trustees may be paid all reasonable and proper out of pocket travelling, hotel and other expenses properly incurred by them in connection with their attendance at meetings of Trustees or committees of Trustees or general meetings or otherwise in connection with the discharge of their duties, but shall otherwise be paid no remuneration
TRUSTEES' APPOINTMENTS AND INTERESTS		
Personal Interest of Trustees	46	Any Trustee who has any personal interest in any matter to be discussed at a meeting of Trustees, including any duty or pecuniary interest (direct or indirect) in any contract or arrangement proposed to be entered into by the Foundation, shall disclose the interest before the discussion begins and shall withdraw from that part of a meeting of the Board of Trustees at which that matter is under discussion, unless expressly invited to remain in order to provide information, and shall not vote
Scholarships, Exhibitions, Bursaries or other benefit to a Pupil	47	A Trustee shall be deemed to have a personal interest and may not vote or take part in any proceedings concerning the award or continuance of any scholarship, exhibition, bursary, grant, award, prize, other benefaction, maintenance allowance, leaving exhibition or other benefit of any Pupil, or prospective or former Pupil in respect of whom such Trustee is the Parent or a relative or concerning any specific issue in respect of such Pupil, or prospective or former Pupil For this purpose a Trustee and a Pupil, or prospective or former Pupil, are relatives if, to the knowledge of such Trustee, they have a common ancestor, whether related by blood, adoption, marriage or legal guardianship being no more remote in either case than that of a grandparent

PROCEEDINGS OF TRUSTEES

Number of Trustees at Trustees' Meetings

- 48 Subject to the provision of the Articles, the Board of Trustees may regulate their proceedings as they think fit
- 49 As regards the number of Trustees at Trustees' meetings
- (a) the quorum for a meeting of the Board of Trustees, and any vote on any matter at such a meeting, shall be any three Trustees or one-third of the total number of Trustees rounded up to a whole number (whichever is the greater);
 - (b) the Board of Trustees may act even though there is a vacancy in their body provided that if there are fewer than three Trustees, they may act as the Board of Trustees only to
 - (i) appoint, and confirm the appointment of, additional Trustees, including accepting them also as Members, or
 - (ii) convene a general meeting, and propose resolutions to be considered at such meeting, or
 - (iii) pending the appointment of additional Trustees, act to preserve the assets of the Foundation and the maintenance of the Foundation or take other urgent action

Holding of Trustees' Meetings

- 50 As to the holding of meetings of Trustees
- (a) the Trustees shall hold at least two meetings in each year,
 - (b) meetings of the Board of Trustees shall be convened by the Secretary,
 - (c) in exercising his functions under this Article the Secretary shall comply with any direction
 - (i) given by the Board of Trustees, or
 - (ii) given by the Chairman of the Board of Trustees so far as such direction is not inconsistent with any such direction given by the Board of Trustees, and
 - (d) Any two Trustees may, by notice in hard copy or in electronic form given to the Secretary, requisition a meeting of the Board of Trustees and it shall be the duty of the Secretary to convene such a meeting as soon as is reasonably practicable

Notice of Meetings of the Board of Trustees

- 51 As to notice of meetings of the Board of Trustees
- (a) each Trustee shall be given, at least seven days before the date of a meeting

- (i) notice in hard copy or in electronic form of the meeting, and
- (ii) a copy of the agenda for the meeting together with, so far as is practicable, copies of relevant papers for consideration as envisaged in such agenda,

provided that where the Chairman so determines on the ground that there are matters demanding urgent consideration, it shall be sufficient if the notice of a meeting in hard copy or in electronic form, or the copies of the agenda or of the relevant papers are given within such shorter period as the Chairman directs,

- (b) a quorate meeting of the Board of Trustees duly convened shall be competent to exercise all the authorities, powers and discretions by or under these Articles for the time being vested in the Trustees generally,
- (c) a resolution to rescind or vary a resolution carried at a previous meeting of the Board of Trustees shall not be proposed at a meeting of the Board of Trustees unless the consideration of the rescission or variation of the previous resolution is a specific item of business on the agenda for that meeting,
- (d) the convening of a meeting and the proceedings conducted thereat shall not be invalidated by reason of any Trustee not having received notice of the meeting in hard copy or in electronic form or a copy of the agenda

Sending notices of Meetings and other documents

- 52 Notice of meetings or documents shall be sent or supplied to Trustees through either hard copy (see Article 53) or electronic form (see Article 54), or a combination of both
- 53 A notice or document sent by hard copy may be given, either personally, by sending it in a prepaid envelope to, or by leaving it at the Trustee's notified address
- 54 Notices or documents sent in electronic form shall
 - (a) only be sent to the Trustee if they have agreed to receive it in that form and have not, since the time of that agreement, indicated otherwise, and
 - (b) be sent to a notified address either by electronic means (such as by email) or by post (such as by disk) in accordance with Article 53

Chairman of a Meeting of the Board of Trustees

- 55 As to the chairman of a meeting of the Board of Trustees where the Chairman is absent from any meeting or there is at the time a vacancy in the office of the Chairman or if the Chairman is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the Trustees present may appoint one of their number to be chairman of the meeting

Persons who are not Trustees may attend	56	The Board of Trustees may invite persons who are not Trustees (including but not limited to a member of a Committee, any employee of the School or the Foundation, any Pupil, any professional adviser and any experts of any kind, including any person who may be disqualified from being a Trustee under these Articles) to attend the whole or part of any meeting for purposes connected with such meeting
Voting at a Meeting of the Board of Trustees	57	<p>As to voting at a meeting of the Board of Trustees</p> <p>(a) subject to these Articles, every question to be decided at a meeting of the Board of Trustees shall be determined by a majority of the votes of the Trustees present and voting on the question,</p> <p>(b) where there is an equal division of votes the chairman of the meeting shall have a second or casting vote</p>
A Trustee with an Interest	58	<p>As to a Trustee with an interest</p> <p>(a) a Trustee shall declare an interest and shall not be entitled to vote in respect of any matter in which he is interested,</p> <p>(b) a Trustee shall not be counted in the quorum present at a meeting in relation to a resolution on which he is not entitled to vote, and</p> <p>(c) if a question arises at a meeting of the Board of Trustees or of a committee of Trustees as to the right of a Trustee to vote, the question may, before the conclusion of the meeting, be referred to the chairman of the meeting and his ruling in relation to any Trustee other than himself shall be final and conclusive</p>
Defect in the Appointment of any Trustee	59	All acts done by a meeting of the Board of Trustees, or of a committee of Trustees, or by a person acting as a Trustee shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Trustee or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Trustee and had been entitled to vote
Written Resolutions of the Board of Trustees	60	A resolution in writing signed by all the Trustees entitled to receive notice of a meeting of the Board of Trustees or of a committee of the Board of Trustees shall be as valid and effectual as if it had been passed at a meeting of the Board of Trustees or (as the case may be) a committee of the Board of Trustees duly convened and held and may consist of several documents in the like form each signed by one or more Trustees
Reconvening a Meeting of the Board of Trustees	61	<p>As to the reconvening of a meeting of Trustees</p> <p>(a) a meeting of the Board of Trustees shall be terminated</p>

forthwith if

- (i) the Trustees so resolve, or
 - (ii) the number of Trustees present ceases to constitute a quorum for a meeting of the Board of Trustees in accordance with Article 49,
- (b) where a meeting is terminated before all the matters specified as items of business on the agenda for the meeting have been disposed of, a further meeting shall be convened by the Secretary as soon as is reasonably practicable unless the Board of Trustees otherwise decide, and
- (c) where the Trustees accordingly resolve to adjourn a meeting before all the items of business on the agenda have been disposed of, the Trustees shall before doing so determine the time and date at which a further meeting is to be held for the purposes of completing the consideration of those items, and they shall direct the Secretary to convene a meeting accordingly unless the Board of Trustees otherwise determine

Telephone or Other
Communication
Equipment

- 62 Any one or more Trustees may participate and vote at meetings of the Board of Trustees by means of any conference telephone or other communication equipment which allows all persons participating in the meeting to hear and speak to each other. Any Trustee so participating in a meeting shall be deemed to be present in person and shall count towards the quorum and business so transacted shall be effective for all purposes as that of a meeting of the Board of Trustees duly convened and held with such persons physically present together

CHAIRMAN

Chairman of the
Board of Trustees

- 63 As to the Chairman of the Board of Trustees
- (a) the Chairman shall be the person appointed by the Member to serve as Chairman,
 - (b) the Chairman shall ordinarily hold office for a term of FIVE year,
 - (c) the Chairman may be removed as Chairman by the Member,
 - (d) the Chairman shall have all the powers and responsibilities of the Chairman as set out in these Articles, including the right (unless disqualified by reason of a personal interest) to chair each meeting of the Foundation and each meeting of the Board of Trustees and the right to a second or casting vote in any case of equality of votes at every such meeting (but not in the case of a written resolution of the Members), and
 - (e) the expression "Chairman" includes the person who is at any time entitled to exercise the powers of the Chairman
- 64 The Chairman may at any time resign his office by giving notice in hard copy or in electronic form to the Secretary and to the Member

The Chairman shall cease to hold office if

- (a) he ceases to be a Trustee, or
- (b) he is removed from office in accordance with these Articles

SECRETARY

Secretary

65 As to the Secretary

- (a) subject to the provisions of the Companies Acts, the Secretary shall be appointed by the Trustees for such term, at such remuneration (provided he or she is not also a Trustee) and upon such conditions as they may think fit,
- (b) notwithstanding this Article, the Board of Trustees may, where the Secretary fails to attend a meeting of the Trustees, appoint a deputy or assistant secretary, any one of their number or any other person to act as Secretary for the purposes of that meeting,
- (c) the Secretary shall attend Trustees' meetings and general meetings, except where the Trustees determine to the contrary in respect of any particular matter, and
- (d) an assistant or deputy Secretary may be appointed by the Board of Trustees to act in place of the Secretary in his absence, and to the extent applicable and subject to any directions of the Board of Trustees, references in these Articles to the Secretary shall be construed as including such assistant or deputy Secretary

TREASURER/PATRON

66 The Trustees may confer on any individual (with his or her prior written consent) the honorary title of Treasurer or Patron

MINUTES

Minutes

67 The minutes of the proceedings of a meeting of the Board of Trustees shall be drawn up and entered into a book kept for the purpose by the person acting as secretary for the purposes of the meeting and shall be signed (subject to the approval of the Board of Trustees) at the same or next subsequent meeting by the person acting as chairman. The minutes shall include

- (a) details of all appointments of officers made by the Board of Trustees, and
- (b) details of all proceedings at meetings of the Foundation and of the Board of Trustees and of committees of Trustees, including the names of the Trustees present at each such meeting

Such minutes if purporting to be signed by the chairman of such meeting or the chairman of the next meeting shall be sufficient

evidence of the facts stated

DEEDS

Deeds

- 68 Any document to be executed on behalf of the Foundation as a deed shall be signed by two Trustees (or where a company secretary has been appointed, one Trustee and the company secretary)

ACCOUNTS AND RECORDS

Accounts and related matters

- 69 As to accounts and related matters
- (a) accounting records shall be kept by the Board of Trustees in accordance with the Companies Acts and with Part VI of the Charities Act 1993 and any Statement of Recommended Practice in force from time to time at the Office or such other place or places as the Board of Trustees think fit,
 - (b) the accounting records shall be open to inspection by the Trustees at all reasonable times,
 - (c) the Trustees shall cause the accounts and all annual statements and reports to be laid before the Foundation in accordance with the Charities Acts and the Companies Acts, and
 - (d) a copy of every annual statement of accounts, auditor's report and report of the Board of Trustees shall be sent to every Trustee, Member or other individual entitled to receive notices of General Meetings in hardcopy or electronic form no later than the date at which such documents should be filed at Companies House

Audits

- 70 As regards audits
- (a) at least once in every year the Foundation accounts shall be independently examined by one or more properly qualified auditor or auditors as defined by the Companies Acts, and
 - (b) auditors shall be appointed by the Board of Trustees and their duties regulated in accordance with the Companies Acts

Documents to be made available to all Trustees

- 71 As regards documents to be made available to all Trustees
- (a) subject to this Article, the Trustees shall ensure that a copy of
 - (i) the accounts,
 - (ii) all Rules,
 - (iii) the agenda for every meeting of the Trustees,
 - (iv) the draft minutes of every such meeting, if they have been approved by the person acting as chairman of that meeting,

- (v) upon request, the signed minutes of every such meeting, and
- (vi) any report, document or other paper considered at any such meeting,

are, as soon as is reasonably practicable, made available to each Trustee, and

- (b) there may be excluded from any item so required to be made available (other than from the accounts and all annual statements and reports laid or to be laid before the Foundation in accordance with the Charities Acts, the Companies Acts, which are to be provided in full to the Trustees) any material relating to
 - (i) a named person employed, or proposed to be employed, at the School or Foundation,
 - (ii) any matter which, by reason of its nature, the Trustees are satisfied in their discretion should remain confidential

ANNUAL REPORT AND ANNUAL RETURN

Annual Report and Annual Return

- 72 The Trustees shall comply with their obligations under the Charities Acts with regard to the preparation of an annual report and annual return and their transmission to the Charity Commissioners
- 73 The Trustees shall also comply with their obligations under the Companies Acts as to the preparation of an annual return and its transmission to the Registrar of Companies, together with all forms and resolutions as appropriate

CIRCULATION OF NOTICES, RESOLUTIONS and DOCUMENTS

Notices and documents

Providing notices and documents to Members

- 74 The following Articles set out the provisions regarding the circulation of notices, resolutions and documents provided through hard copy and electronic form
- 75 Notice of meetings and circulation of resolutions or documents shall be sent or supplied to the Member by or through a combination of
 - (a) hard copy (see Article 77),
 - (b) in electronic form (see Article 78), or
 - (c) by means of a website (see Article 79)
- 76 Where the Member has received a notice, resolution or document from the Foundation otherwise than in hard copy form, the Member is entitled to require the Foundation to send him a version of the notice,

		resolution or document in hard copy form The notice, resolution or document must be sent as soon as reasonably practicable and in any event within 21 days of receipt of the request and the Foundation may not make a charge for providing the notice, resolution or document
Notices or documents sent in hard copy	77	A notice, resolution or document sent by hard copy may be given, either personally, by sending it in a prepaid envelope to, or by leaving it at the Member's notified address
Notices or documents sent in electronic form	78	<p>Notices, resolutions or documents sent in electronic form shall</p> <p>(a) only be sent to the Member if the Member has agreed to receive it in that form and has not, since the time of that agreement, indicated otherwise,</p> <p>(a) be sent to a notified address either by electronic means (such as by email) or by post (such as on a disk) in accordance with Article 77</p>
Notices or documents sent by means of a website	79	<p>As to notices, resolutions or documents sent by means of a website</p> <p>(a) notices, resolutions or documents shall be sent by means of a website provided that the Member has agreed in hard copy or in electronic form to receive notices and documents in that way</p> <p>(b) the Member will be deemed to have agreed to receive notices, resolutions and documents in this way where the Member has been asked by the Foundation to agree to receive notices, resolutions and documents through a website and the Foundation has not received a response within the period of 28 days beginning with the date on which the Foundation's request was sent The Member is not taken to have so agreed if the Foundation's request did not state clearly what the effect of a failure to respond would be, or was sent less than twelve months after the previous request was made</p> <p>(c) the notice, resolutions or document must be made available in a form, and by a means that the Foundation reasonably considers will enable the recipient to read it, and retain a copy of it</p> <p>(d) the notice, resolution or document must be made available on the website beginning with the date on which the notification is sent to the recipient and the notice resolution or documents must be available on the website throughout the period beginning with the date of the notification and ending with the conclusion of the meeting or the date on which the resolution</p>

lapses

- (e) the Foundation must notify the Member in hard copy or in electronic form of the presence of the notice, resolution or document on the website
- (f) the notification must include the address of the website, the place on the website where it may be accessed and how to access the notice, resolutions or document, and
- (g) the notice or resolution is taken to be sent on the date on which the notice or document first appears on the website after the notification was sent

**Authentication of
notices and documents**

80 As to the authentication of notices and documents

- (a) A notice, resolution or document sent or supplied in hard copy is sufficiently authenticated if it is signed by the person sending or supplying it
- (b) A notice, resolution or document sent or supplied in electronic form is sufficiently authenticated if the identity of the sender is confirmed in a manner specified by the Foundation from time to time, and in the absence of such specification where the communication contains or is accompanied by a statement of the identity of the sender and the Foundation has no reason to doubt the truth of that statement

**Deemed receipt of
notices or documents
sent by the Foundation**

81 As to the sending of notices, resolutions or documents

- (a) Where the notice, resolution or document is sent by post (whether in hard copy or electronic form) to an address in the United Kingdom, and the Foundation is able to show that it was properly addressed, prepaid and posted, it is deemed to have been received by the recipient 48 hours after it was posted
- (b) Where the notice, resolution or document is sent or supplied by electronic means, and the Foundation is able to show that it was properly addressed, it is deemed to have been received by the intended recipient 48 hours after it was sent
- (c) Where the notice, resolution or document is sent or supplied by means of a website, it is deemed to have been received by the intended recipient either when the material was first made available on the website, or if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website

Calculation of notice
period

- 82 In calculating a period of hours for the purposes of sending notices, resolutions or documents to the Member (but not for the purposes of clear days under Article 8) no account shall be taken of any part of a day that is not a working day

Provision of email
address by the
Foundation

- 83 Where the Foundation has given an electronic address in notice calling a meeting, either by the Member or the Board of Trustees, it is deemed to have agreed that any document relating to proceedings at the meeting may be sent by electronic means to that address (subject to any conditions or limitations specified in the notice)

INDEMNITY AND INSURANCE

Indemnity

- 84 Every Trustee, Auditor, Secretary or other officer of the Foundation shall be entitled to be indemnified out of the assets of the Foundation against all costs and liabilities incurred by them in relation to any proceedings (whether criminal or civil) which relate to anything done or omitted or alleged to have been done or omitted by him acting in his/her role, save that no Trustee, Auditor, Secretary or other officer of the Foundation shall be entitled to be indemnified
- (a) For any liability incurred by him to the Foundation or any *associated* company of the Foundation (as defined by the Companies Acts for these purposes),
 - (b) For any fine imposed in criminal proceedings,
 - (c) For any sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature howsoever arising,
 - (d) For any costs for which he has become liable in defending any criminal proceedings in which he is convicted and such conviction has become final,
 - (e) For any costs for which he has become liable in defending any civil proceedings brought by the Foundation or an associated company in which a final judgment has been given against him, and
 - (f) For any costs for which he has become liable in connection with any application under sections 144 or 727 of the Companies Act 1985 or sections 661(3) or (4) and 1157 of the Companies Act 2006 in which the court refuses to grant him relief and such refusal has become final

Insurance

The Trustees shall have the power under Clause 5 6 of the Memorandum to purchase and maintain for any Trustees such insurance notwithstanding his interest in such insurance policy

DISSOLUTION

Dissolution

- 85 Clause 10 of the Memorandum relating to the winding up and dissolution of the Foundation shall have effect as if its provisions were repeated in these Articles

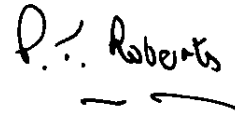
Name Address and Description of Subscriber

Cranleigh School
Horseshoe Lane
Cranleigh
GU6 8QQ



For and on behalf of
Cranleigh School

Witness to the above signature



Name P J ROBERTS
Address OAKMERE
 HORSESHOE LANE
 CRANLEIGH
Dated SURREY GU6 8PE

 30th November 2007