

Company no 06886904

PRIVATE COMPANY LIMITED BY GUARANTEE

WRITTEN RESOLUTION

of

Wigmore Ascent Education Trust

(the "Trust")

Written resolution of the Trust pursuant to chapter 2 part 13 of the Companies Act 2006 ("Act") proposed as a special resolution as detailed below

SPECIAL RESOLUTION

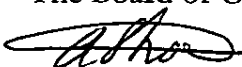
That the present Memorandum and Articles of Association of the Company be and are abrogated in their entirety and replaced by substitute Articles of Association in the form annexed.

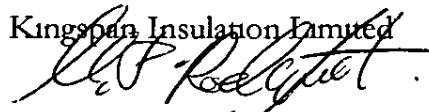
Circulation date: 11 March 2010

Registered office: Wigmore School, Ford Street, Wigmore, Near Leominster,
Herefordshire HR6 9UW

Agreement to written resolution


We the undersigned, being persons entitled to vote on the above resolution, irrevocably agree to such resolution:

Name of member	The Board of Governors of Wigmore School
Signed	
Dated	30/3/10

Name of member:	Kingspan Insulation Limited
Signed	
Dated	29 th March 2010

Name of member:	Clive Richards
Signed	
Dated	



Name of member:	Edu-Tech Solutions Limited
Signed:	A MANNING . P.P. 
Dated:	30 th MARCH 2010

Name of member	Ted St George
Signed	Ted St George
Dated	23/03/2010

Company No. 06886904

COMPANIES ACT 2006

A COMPANY LIMITED BY GUARANTEE

NOT HAVING A SHARE CAPITAL

**ARTICLES OF ASSOCIATION OF
WIGMORE ASCENT EDUCATION
TRUST**

Incorporated on 24 April 2009

Amended by Special Resolution on 30 March 2010

**Wrigleys Solicitors LLP
19 Cookridge Street
Leeds LS2 3AG**

Tel: 0113 244 6100

Fax: 0113 244 6101

www.wrigleys.co.uk

Companies Act 2006

Company limited by guarantee and not having a share capital

ARTICLES OF ASSOCIATION OF WIGMORE ASCENT EDUCATION TRUST

1. NAME

The name of the **Charity** is **WIGMORE ASCENT EDUCATION TRUST**

2. LIMITED LIABILITY

The liability of Members is limited

3. GUARANTEE

Every Member promises, if the Charity is dissolved while he, she or it remains a Member or within 12 months afterwards, to pay up to £1 00 towards the costs of dissolution and the liabilities incurred by the Charity while he or she was a Member

4. THE MODEL ARTICLES

The **model articles** do not apply to the Charity

5. OBJECTS

The **Objects** of the Charity are, for the public benefit

- 5.1 to advance the education of the pupils at any School or at any other school in respect of which the Charity acts or has acted as a foundation, it being acknowledged that in carrying out this object the Charity must (where applicable) have regard to its obligation to promote community cohesion under the Education Acts,
- 5.2 to advance and enhance the development and education of people of all ages and without distinction of race, nationality, gender, sexuality, disability or of political, religious or other opinions,
- 5.3 to provide or assist in providing facilities for recreation or other leisure-time occupations at all times of the year, including before and after school, weekends and holidays, in the interests of social welfare and in order to improve the conditions of life of the public at large,

- 5 4 to advance the health and welfare of people and their families and to assist in enabling access to education and recreational and leisure facilities, and
- 5 5 to provide assistance to the charitable objects of any school which are not state funded

6. POWERS

The Charity has the following powers, which may be exercised only in promoting the Objects

- 6 1 To act as the foundation of any School
- 6 2 To acquire or have and hold property of any kind, including the acquisition of freehold or leasehold property to be held by the charity (either alone or jointly with any other person) in trust for the purpose of any School
- 6 3 To develop, improve, let or dispose of property of any kind, but only in accordance with the restrictions imposed by the Education Acts.
- 6 4 To appoint and remove foundation governors to any School, in compliance with the provisions of the Education Acts
- 6 5 To act as the trustee of any trust relating to any School
- 6 6 To nominate one or more governors for appointment to the governing body of any other school
- 6 7 To exercise its rights as the foundation of any School
- 6 8 To promote or carry out research
- 6 9 To provide advice
- 6 10 To publish or distribute information, including through classes, lectures and meetings
- 6 11 To co-operate with other bodies
- 6 12 To support, administer or set up other charities
- 6 13 To raise funds (but not by means of **Taxable Trading**)
- 6 14 To borrow money and give security for loans (but only in accordance with the restrictions imposed by the **Charities Act**)
- 6 15 To acquire lease or hire property (including land) of any kind

- 6 16 To let or dispose of property of any kind (but only in accordance with any restrictions imposed by the Charities Act)
- 6 17 To make grants or loans of money and to give guarantees
- 6 18 To set aside funds for special purposes or as reserves against future expenditure
- 6 19 To deposit or invest in funds in any manner (but to invest only after obtaining such advice from a **Financial Expert** as the **Trustees** consider necessary and having regard to the suitability of investments and the need for diversification)
- 6 20 To delegate the management of investments to a Financial Expert, but only on terms that
 - 6 20 1 the investment policy is set down **in writing** for the Financial Expert by the Trustees,
 - 6 20 2 every transaction is reported promptly to the Trustees,
 - 6 20 3 the performance of the investments is reviewed regularly with the Trustees,
 - 6 20 4 the Trustees are entitled to cancel the delegation arrangement at any time,
 - 6 20 5 the investment policy and the delegation arrangement are reviewed at least once a **year**,
 - 6 20 6 all payments due to the Financial Expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt, and
 - 6 20 7 the Financial Expert must not do anything outside the powers of the Trustees
- 6.21 To arrange for investments or other property of the Charity to be held in the name of a **Nominee Company** acting under the control of the Trustees or of a Financial Expert acting under their instructions, and to pay any reasonable fee required
- 6 22 To deposit documents and physical assets with any company registered or having a place of business in England and Wales as **Custodian**, and to pay any reasonable fee required
- 6 23 To insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required

- 6 24 To pay for **Indemnity Insurance** for the Trustees
- 6 25 Subject to Article 12, to employ paid or unpaid agents, staff or advisers
- 6 26 To enter into contracts to provide services to or on behalf of other bodies
- 6 27 To establish or acquire subsidiary companies to assist or act as agents for the Charity
- 6 28 To pay the costs of forming the Charity.
- 6 29 To do anything else within the law which promotes or helps to promote the Objects

7 **MEMBERSHIP**

- 7 1 The Charity must maintain a register of **Members**
- 7 2 **Membership** of the Charity is open to any person (being any individual, company or other organisation (whether or not incorporated) interested in promoting the **Objects** who
 - 7 2 1 applies to the Charity in the form required by the **Trustees**,
 - 7 2 2 is approved by the Trustees, and
 - 7 2 3 signs the register of Members or consents **in writing** to become a Member either personally or (in the case of an organisation) through an **authorised representative**
- 7 3 The Trustees may not admit to membership
 - 7 3 1 any **Local Authority Person** where the admission of such person would result in the total number of members who are Local Authority Persons being 19% or more of the total membership, or
 - 7 3 2 any body corporate falling within the definition of a company controlled by a **Local Authority** (contained in section 68(1) of the Local Government and Housing Act 1989) or within the definition of a company subject to Local Authority influence (contained in section 69(1) of the said Act), or
 - 7 3 3 any Local Authority
- 7 4 The Trustees may establish different classes of Membership (including **Informal Membership**), prescribe their respective privileges and duties and set the amounts of any subscriptions

- 7.5 Membership is terminated if the Member concerned
- 7.5.1 gives **written** notice of resignation to the Charity,
 - 7.5.2 dies, or in the case of an organisation ceases to exist,
 - 7.5.3 is more than six months in arrear in paying the relevant subscription, if any (but in such a case the Member may be reinstated on payment of the amount due),
 - 7.5.4 is removed from Membership by resolution of the Trustees on the ground that in the reasonable opinion of the Trustees that Member's continued Membership is harmful to the Charity. The Trustees may only pass such a resolution after notifying the Member in writing and considering the matter in the light of any written representations which the Member concerned puts forward within 14 **clear days** after such notice has been sent,
 - 7.5.5 being an individual becomes a Local Authority Person (save where this would not result in the total number of members who are Local Authority Persons being 19% or more of the total membership), or
 - 7.5.6 being a company becomes a company within the meaning of article 7.3.2 above
- 7.6 Membership of the Charity is not transferable

8. GENERAL MEETINGS

- 8.1 A meeting may be called at any time by the Trustees and must be called within 28 clear days of a written request from at least one third of the Members. Meetings are called on at least 14 clear days' written notice specifying the business to be discussed
- 8.2 Members are entitled to attend meetings either personally or (in the case of a Member organisation) by an authorised representative or by proxy or by suitable means agreed by the Trustees in which all participants may communicate with all the other participants. Proxy forms must be delivered to the **Secretary** at least 24 hours before the meeting
- 8.3 There is a quorum at a meeting if the number of Members present in person by proxy or by authorised representative is at least three or one third of the Members if greater. Where the Charity has only one Member then that Member present in person, by proxy or by authorised representative shall be a quorum

- 8 4 The **Chairman** or (if the Chairman is not present or is unable or unwilling to do so) some other Member elected by those present presides at a meeting. There is no casting or second vote for the chairman of a meeting.
- 8 5 Except where otherwise provided by the **Articles** or the **Companies Act**, every issue is decided by a majority of the votes cast.
- 8 6 Every Member present in person or through an authorised representative or by proxy has one vote on each issue save that the total aggregate vote on any matter cast by **Local Authority Persons** shall not exceed 19% of the total votes cast either for or against that matter. In the event that the number of Members who are Local Authority Persons represents more than 19% of the total number of Members present (or deemed present and whether in person or through an authorised representative or by proxy or otherwise) and entitled to vote ('the Total'), such Local Authority Persons shall either not be entitled to vote or, if the Total would permit one or more of them to vote without in the aggregate representing more than 19% of the Total then the Local Authority Persons present shall be required to decide amongst themselves (by whatever means they shall think fit) which one or more such Local Authority Persons shall be entitled to vote. In default of unanimous agreement declared as such by such Local Authority Persons to the chair of the meeting within fifteen minutes of the question being raised, declared on any written resolution or declared in such other manner as may be determined by the board of Trustees, none of such Local Authority Persons shall be entitled to vote.
- 8 7 A written resolution signed by a majority of those members who would have been entitled to vote on it if it had been proposed at a general meeting at which he was present (or, where the Companies Acts require, a greater majority) is as valid as a resolution actually passed at that meeting. For this purpose the written resolution may be set out in more than one document and will be treated as passed on the date of the last signature required for the requisite majority.
- 8 8 Save as required by the Companies Act the Charity need not hold an **AGM**.
- 8 9 At an AGM, if one is held, the Members
- 8 9 1 receive the accounts of the Charity for the previous **financial year**,
- 8 9 2 receive the Trustees' report on the Charity's activities for the previous **financial year**,

- 8 9 3 elect Trustees to fill any vacancies,
- 8 9 4 appoint auditors for the Charity,
- 8 9 5 may confer on any individual (with his or her consent) the honorary title of Patron, President or Vice-President of the Charity, and
- 8 9 6 may discuss and determine any issues of policy or deal with any other business put before them by the Trustees

9. THE TRUSTEES

- 9 1 The Trustees as **Charity Trustees** have control of the Charity and its property and funds
- 9 2 If on incorporation of the Charity there shall be a sole Trustee that trustee will be able to exercise all the Trustees' powers set out in these Articles and any provision regarding the number of trustees which constitutes a quorum is modified accordingly On appointment of any second or other trustee this Article 9 2 shall cease to apply
- 9 3 Subject to Article 9 2, the Trustees when complete consist of at least three and not more than twelve individuals If the number of Trustees shall fall below three the remaining Trustees may act (and in default the Members may act) to appoint further Trustees as required
- 9 4 The subscribers to the **Memorandum** are the first Trustees
- 9 5 The appointment and removal of Trustees shall be subject to any restrictions imposed by the Education Acts In addition no person may be nominated to be, become or remain a Trustee if he or she is a Local Authority Person where the appointment of such person or their remaining in office will result in the aggregate number of Trustees who are Local Authority Persons exceeding 19% of the membership of the board of Trustees
- 9 6 Every Trustee must after their appointment sign
 - 9 6 1 a declaration of willingness to act as a charity trustee of the Charity, and
 - 9 6 2 a declaration confirming that they are not disqualified from acting as a charity trustee under the Education Acts,
 before he or she may vote at any meeting of the Trustees

- 9 7 Each Member shall be entitled (but not obliged) to appoint one Trustee of the Charity and at any time to remove or replace its nominated Trustee from office. If a Trustee nominated by a Member shall die or be removed from or vacate office for any cause, then that Member shall be entitled to appoint another person as a Trustee of the Charity.
- 9 8 Any removal or appointment of a Trustee pursuant to Article 9 7 shall be in writing, signed by or on behalf of the relevant Member and sent to the Charity at its registered office, marked for the attention of the Secretary or delivered to a duly constituted meeting of the Trustees of the Charity. Any such appointment or removal shall take effect as at the time of such lodgement or delivery or at such later time as shall be specified in such notice.
- 9 9 Apart from the first three years after incorporation of the Charity, one third (or the number nearest one third) of the Trustees (but not including co-opted Trustees who are appointed annually pursuant to Article 9 13) must retire, those longest in office retiring first and the choice between any of equal service being made by drawing lots. Such retirement shall (apart from the first three years after incorporation) take place each year at the end of the Charity's financial year or may at the discretion of the Board take place at the AGM if one is to be held.
- 9 10 A retiring Trustee who remains qualified may be reappointed but may not serve in office for more than an average of 9 years in any 10 year period.
- 9 11 A Trustee's term of office automatically terminates if he or she
- 9 11 1 is disqualified under the Charities Act from acting as a charity trustee,
 - 9 11 2 is removed as, or disqualified from acting as a charity trustee under the Education Acts or is otherwise prohibited by law from being a charity trustee or a director. For the avoidance of doubt any person who is paid to work at a School, except for the head teacher, shall not be eligible to be or to remain a Trustee,
 - 9 11 3 is, in the opinion of the other Trustees, at any time incapable, whether mentally or physically, of managing his or her own affairs,
 - 9 11 4 is absent from three consecutive meetings of the Trustees and is asked by a majority of the other Trustees to resign,

- 9 11 5 is a Member and ceases to be a Member or, in the case of a trustee nominated by a Member, that Member ceases to be a Member For the avoidance of doubt this shall not prevent such person being appointed (or reappointed as the case may be) as an Additional Trustee pursuant to Article 9 12 or co-opted as a Trustee pursuant to Article 9 13,
- 9 11 6 resigns by written notice to the Trustees (but only if at least two Trustees will remain in office),
- 9 11 7 has served in office as a Trustee for more than 9 years in any 10 year period,
- 9 11 8 is removed by resolution of the Members present and voting at a general meeting (but only if at least two Trustees will remain in office) after the meeting has invited the views of the Trustee concerned and considered the matter in the light of any such views,
- 9 11 9 becomes a **Local Authority Person** and by reason thereof the limit on the number of Trustees who are permitted to be Local Authority Persons contained in Article 9 5 is breached
- 9 12 The Members may by ordinary resolution appoint any person who is willing to act as an Additional Trustee provided
- 9 12 1 he or she is recommended by not less than two thirds of the Trustees, and
- 9 12 2 if appointed he or she would not be disqualified from acting under Article 9 11
- A decision exercising the power of appointment or removal will be communicated by notice in writing to the Trustees concerned signed by or on behalf of the Members
- 9.13 The Trustees may at any time co-opt any individual who is qualified to be appointed as a Trustee to fill a vacancy in their number or as an Additional Trustee A co-opted Trustee shall automatically cease to hold office at the end of the financial year (or if earlier at the first Annual General Meeting of the Charity, if any, following appointment) in which he was co-opted but will be eligible for reappointment in accordance with article 9 10
- 9 14 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

10. TRUSTEES' PROCEEDINGS

- 10.1 The Trustees must hold at least three meetings each year
- 10.2 A quorum at a meeting of the Trustees is whichever is the greater of three Trustees or half their number rounded up to the nearest whole save where Article 9.2 applies and the Charity has only one Trustee, that trustee shall be a quorum. Save where Article 9.2 applies, where there are less than three Trustees the remaining Trustees may meet for the purposes of appointing a further Trustee in accordance with Article 9
- 10.3 A meeting of the Trustees may be held either in person or by suitable electronic or other means agreed by the Trustees in which all participants may communicate with all the other participants.
- 10.4 The Chairman or (if the Chairman is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting
- 10.5 Subject to Article 10.7, every issue may be determined by a simple majority of the votes cast at a meeting, but a written resolution signed by all the Trustees who would have been entitled to vote on that issue if it had been proposed at a meeting of the trustees at which he was present is as valid as a resolution passed at a meeting. For this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature
- 10.6 Subject to Article 10.7, except for the chairman of the meeting, who has a casting vote, every Trustee has one vote on each issue
- 10.7 No Trustee who is a Local Authority Person shall be entitled to vote on any matter or at any time during any meeting of the Trustees if the aggregate number of Trustees who are Local Authority Persons shall constitute more than 19% of the total number of Trustees present (or deemed present and whether in person, by proxy or otherwise) or voting at such time save that where those Trustees (so present or voting) who are Local Authority Persons may agree among themselves (by whatever means they shall think fit) which persons from among their number shall be entitled to vote such that the limit on the percentage of votes which may be exercised by Local Authority Persons is not breached, then the agreed Trustees may vote. In default of unanimous agreement declared as such by such Trustees to the chair of the meeting within fifteen minutes of the question being raised, declared on any written resolution or declared in such other manner as may be agreed by the board of Trustees, none of such Trustees shall be entitled to vote

- 10.8 A procedural defect of which the Trustees are unaware at the time does not invalidate any decisions taken

11. TRUSTEES' POWERS

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

11.1.1 To appoint (and remove) any person (who may be a Trustee) to act as Secretary in accordance with the Companies Act

11.1.2 To appoint a Chairman, Treasurer and other honorary officers from among their number

11.1.3 To delegate any of their functions to committees consisting of two or more individuals appointed by them. At least one member of every committee must be a Trustee and all proceedings of committees must be reported promptly to the Trustees

11.1.4 To make standing orders consistent with the Memorandum, the Articles and the Companies Act to govern proceedings at general meetings and to prescribe a form of proxy

11.1.5 To make rules consistent with the Memorandum, the Articles and the Companies Acts to govern their proceedings and proceedings of committees

11.1.6 To make regulations consistent with the Memorandum, the Articles and the Companies Acts to govern the administration of the Charity and the use of its seal (if any)

11.1.7 To establish procedures to assist the resolution of disputes or differences within the Charity

11.1.8 To exercise any powers of the Charity which are not reserved to a meeting of the Members

- 11.2 In addition, the Trustees must appoint appropriately qualified Foundation Governors to serve on the governing body of each School. The number of such governors to be appointed shall be determined between the Charity and the School concerned

12. BENEFITS TO MEMBERS AND TRUSTEES

- 12.1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the Members but

- 12 1 1 Members who are not Trustees may be employed by or enter into contracts with the Charity and receive reasonable payment for goods or services supplied,
 - 12 1 2 Members (including Trustees) may be paid interest at a reasonable rate on money lent to the Charity,
 - 12 1 3 Members (including Trustees) may be paid a reasonable rent or hiring fee for property or equipment let or hired to the Charity, and
 - 12 1 4 Members (including Trustees) who are also beneficiaries may receive charitable benefits in that capacity
- 12 2 A Trustee must not receive any payment of money or other Material Benefit (whether directly or indirectly) from the Charity except
- 12 2 1 as mentioned in Articles 6 24 (indemnity insurance) 12 1 2 (interest), 12 1 3 (rent), 12 1 4 (charitable benefits) or 12 3 (contractual payments),
 - 12 2 2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in the administration of the Charity,
 - 12 2 3 an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings),
 - 12 2 4 payment to any company in which a Trustee has no more than a 1 per cent shareholding, and
 - 12 2 5 in exceptional cases, other payments or benefits (but only with the written approval of the Commission in advance)
- 12 3 A Trustee may not be an employee of the Charity, but a Trustee or a Connected Person may enter into a contract with the Charity to supply goods or services in return for a payment or other Material Benefit if
- 12 3 1 the goods or services are actually required by the Charity,
 - 12 3 2 the nature and level of the benefit is no more than reasonable in relation to the value of the goods or services and is set at a meeting of the Trustees in accordance with the procedure in Article 12 5, and
 - 12 3 3 no more than half of the Trustees are interested in such a contract in any financial year

- 12 4 Whenever a Trustee has a personal interest in a matter falling within Articles 12 1, 12 2 or 12 3 which is to be discussed at a meeting of the Trustees or a committee, he or she must comply with the procedure in Article 12 5
- 12 5 Where this Article applies, a Trustee must
- 12 5 1 declare an interest before the meeting or at the meeting before discussion begins on the matter,
 - 12 5 2 be absent from the meeting for that item unless expressly invited to remain in order to provide information,
 - 12 5 3 not be counted in the quorum for that part of the meeting, and
 - 12 5 4 have no vote on the matter and be absent during the vote if so requested by the other Trustees
- 12 6 This Article 12 may not be amended without the written consent of the Commission in advance.

13. CONFLICTS OF INTEREST

- 13 1 Trustees must avoid Conflicts of Interest and wherever a Conflict of Interest arises in a matter to be discussed at a meeting of the Trustees or a committee, a Conflicted Trustee must comply with the procedure set out in Article 12 5
- 13 2 Subject to Article 12, if a Conflict of Interest matter is proposed to the Trustees, the Unconflicted Trustees may agree to
- 13 2 1 authorise that matter, or
 - 13 2 2 authorise a Conflicted Trustee to act in their ordinary capacity as a Trustee and carry out all their duties and powers as a Trustee in relation to that matter
- 13 3 Where the Unconflicted Trustees consider an authorisation to act notwithstanding a Conflict of Interest, the Conflicted Trustee must comply with the procedure set out in Article 12 5

14. RECORDS AND ACCOUNTS

- 14 1 The Trustees must comply with the requirements of the Companies Acts and of the Charities Act as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the **Commission** of
- 14 1 1 annual returns,

- 14 1 2 annual reports, and
- 14 1 3 annual statements of account
- 14 2 The Trustees must keep proper records of
 - 14 2 1 all proceedings at Member meetings,
 - 14 2 2 all proceedings at meetings of the Trustees,
 - 14 2 3 all reports of committees, and
 - 14 2 4 all professional advice obtained
- 14 3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any time during normal office hours and may be made available for inspection by Members who are not Trustees if the Trustees so decide
- 14 4 A copy of the Charity's latest available statement of account must be supplied on request to any Trustee or Member. A copy must also be supplied, within two months, to any other person who makes a written request and pays the Charity's reasonable costs

15. NOTICES

- 15 1 Notices under the Articles may be sent by hand, by post or by suitable electronic means
- 15 2 The only address at which a Member is entitled to receive notices sent by post is an address in the U.K. shown in the register of Members
- 15 3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received
 - 15 3 1 24 hours after being sent by electronic means or delivered by hand to the relevant address,
 - 15 3 2 two clear days after being sent by first class post to that address,
 - 15 3 3 three clear days after being sent by second class or overseas post to that address,
 - 15 3 4 on the date of publication of a newspaper containing the notice,
 - 15 3 5 on being handed to the Member personally, or, if earlier,
 - 15 3 6 as soon as the Member acknowledges actual receipt

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

16. INDEMNITY

Subject to the provisions of the Education Acts, the Charity may indemnify any Trustee, Auditor, Reporting Accountant, Independent Examiner or other officer of the Charity against liability incurred by him or her in that capacity in the case of a Trustee, to the extent permitted by section 232 of the Companies Act 2006, in the case of an Auditor, to the extent permitted by section 532 of that Act

17. DISSOLUTION

- 17.1 If the Charity is dissolved and subject always to the provisions of the Education Acts (insofar as those provisions do not require the application of the assets of the Charity for purposes which are not charitable), the assets (if any) remaining after provision has been made for all its liabilities must be applied in one or more of the following ways

17.1.1 by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects,

17.1.2 directly for the Objects or for charitable purposes which are within or similar to the Objects,

17.1.3 in such other manner consistent with charitable status as the Commission approve in writing in advance

- 17.2 A final report and statement of account must be sent to the Commission

18. INTERPRETATION

In the Memorandum and in the Articles, unless the context indicates another meaning

'Additional Trustees' means a person nominated by any Member of the Charity to be a Trustee in addition to the Trustee that each Member is allowed to nominate under Article 9.7,

'AGM' means an annual general meeting of the Charity,

'the Articles' means the Charity's articles of association,

'authorised representative' means an individual who is authorised by a Member organisation to act on its behalf at meetings of the Charity and whose name is given to the Secretary,

'Chairman' means the chairman of the Trustees,

'the Charity' means the company governed by the Articles,

'the Charities Act' means the Charities Act 1993 as amended,

'the Charities Acts' means the Charities Act 1993 (as amended) and the Charities Act 2006,

'charity trustee' has the meaning prescribed by section 97(1) of the Charities Act,

'clear day' means 24 hours from midnight following the relevant event,

'the Commission' means the Charity Commissioners for England and Wales,

'the Companies Acts' means the Companies Acts (as defined in section 2 of the Companies Act 2006) insofar as they apply to the Charity,

'Conflict of Interest' includes a conflict of interest and duty and a conflict of duties,

'Conflicted Trustee' means any Trustee who has a Conflict of Interest in relation to a matter to be discussed or voted upon at a meeting of the Trustees,

'Connected Person' means any spouse, partner, parent, child, brother, sister, grandparent or grandchild of a Trustee, any Firm of which a Trustee is a Member or employee, and any company of which a Trustee is a director, employee or shareholder having a beneficial interest in more than 1 per cent of the share capital,

'Custodian' means a person or body who undertakes safe custody of assets or of documents or records relating to them,

'Education Acts' means the Education Acts as defined in section 578 of the Education Acts 1996 and includes any regulations made under the Education Acts,

'Financial Expert' means an individual, company or Firm who is authorised to give investment advice under the Financial Services and Markets Act 2000,

'financial year' means the Charity's financial year,

'Firm' includes a limited liability partnership,

'Indemnity Insurance' means insurance against personal liability incurred by any Trustee for an act or omission which is or is alleged to be a breach of trust or breach of duty, unless the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty,

'Informal Membership' refers to a supporter who may be called a 'member' but is not a company Member of the Charity

'Local Authority' means a local authority within the meaning given in section 67 of the Local Government and Housing Act 1989

'Local Authority Person' means any person associated with a local authority within the meaning given in section 69 of the Local Government and Housing Act 1989

'Material Benefit' means a benefit which may not be financial but has a monetary value,

'Member' and **'Membership'** refer to company membership of the Charity,

'Memorandum' means the Charity's Memorandum of Association,

'the model articles' means the model articles contained in schedule 2 of The Companies (Model Articles) Regulations 2008,

'month' means calendar month,

'Nominee Company' means a corporate body registered or having an established place of business in England and Wales,

'the Objects' means the Objects of the Charity as defined in Article 5,

'ordinary resolution' means a resolution which is passed by a majority of Members,

'Qualifying School' means a foundation school within the meaning of section 21(1)(a) Schools Standards and Framework Act 1988,

'School' means a Qualifying School in respect of which the Charity acts as a foundation for the purposes of the Schools Standards and Framework Act 1988,

'Secretary' means the company secretary of the Charity,

'Taxable Trading' means carrying on a trade or business for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects, the profits of which are subject to corporation tax (for the avoidance of doubt this applies only to trading where the income exceeds

the levels authorised in any extra-statutory concessions for charities granted by HM Revenue and Customs from time to time),

'Trustee' means a director of the Charity and **'Trustees'** means the directors

'Unconflicted Trustee' means any Trustee who has no Conflict of Interest in relation to a matter to be discussed or voted upon at a meeting of the Trustees,

'written' or **'in writing'** refers to a legible document on paper including a fax message or in electronic format,

'year' means calendar year

18.1 Expressions defined in the Companies Acts have the same meaning

18.2 References to an Act of Parliament are to that Act as amended or re-enacted from time to time and to any subordinate legislation made under it