

FILE COPY



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

Company Number **10679396**

The Registrar of Companies for England and Wales, hereby certifies that

AURORA CARROLL LIMITED

is this day incorporated under the Companies Act 2006 as a private company, that the company is limited by shares, and the situation of its registered office is in England and Wales

Given at Companies House, Cardiff, on **20th March 2017**



* N10679396S *



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**



Companies House

IN01_(ef)

Application to register a company



Received for filing in Electronic Format on the: **20/03/2017**

X62M4D02

*Company Name in
full:*

AURORA CARROLL LIMITED

Company Type:

Private company limited by shares

*Situation of
Registered Office:*

England and Wales

*Proposed Registered
Office Address:*

**C/O THE AURORA GROUP 33 HOLBORN
LONDON
UNITED KINGDOM EC1N 2HT**

Sic Codes:

82990

Proposed Officers

Company Director ***1***

Type: **Person**

Full Forename(s): **MR TORSTEN**

Surname: **MACK**

Service Address: **recorded as Company's registered office**

Country/State Usually **UNITED KINGDOM**

Resident:

Date of Birth: ****/11/1974** *Nationality:* **GERMAN**

Occupation: **COMMERCIAL
DIRECTOR**

The subscribers confirm that the person named has consented to act as a director.

Company Director 2

Type: **Person**

Full Forename(s): **MR STEPHEN**

Surname: **BRADSHAW**

Service Address: **recorded as Company's registered office**

*Country/State Usually
Resident:* **UNITED KINGDOM**

Date of Birth: ****/11/1950** *Nationality:* **BRITISH**

Occupation: **CHIEF
EXECUTIVE
OFFICER**

The subscribers confirm that the person named has consented to act as a director.

Statement of Capital (Share Capital)

<i>Class of Shares:</i>	ORDINARY	<i>Number allotted</i>	1
<i>Currency:</i>	GBP	<i>Aggregate nominal value:</i>	1
<i>Prescribed particulars</i>			

THE ORDINARY SHARES SHALL BE NON REDEEMABLE BUT SHALL HOLD FULL RIGHTS IN RESPECT OF VOTING, AND SHALL ENTITLE THE HOLDER TO FULL PARTICIPATION IN RESPECT OF EQUITY AND IN THE EVENT OF A WINDING UP OF THE COMPANY. THE SHARES MAY BE CONSIDERED BY THE DIRECTORS WHEN CONSIDERING DIVIDENDS FROM TIME TO TIME.

Statement of Capital (Totals)

<i>Currency:</i>	GBP	<i>Total number of shares:</i>	1
		<i>Total aggregate nominal value:</i>	1
		<i>Total aggregate unpaid:</i>	0

Initial Shareholdings

<i>Name:</i>	AURORA CARE AND EDUCATION OPCO LIMITED	<i>Class of Shares:</i>	ORDINARY
<i>Address</i>	C/O THE AURORA GROUP 33 HOLBORN LONDON UNITED KINGDOM EC1N 2HT	<i>Number of shares:</i>	1
		<i>Currency:</i>	GBP
		<i>Nominal value of each share:</i>	1
		<i>Amount unpaid:</i>	0
		<i>Amount paid:</i>	1

Persons with Significant Control (PSC)

Statement of initial significant control

On incorporation, there will be someone who will count as a Person with Significant Control (either a registerable person or relevant legal entity (RLE)) in relation to the company

Relevant Legal Entity (RLE) details

Company Name: **AURORA CARE AND EDUCATION OPCO LIMITED**

Service Address: **C/O THE AURORA GROUP 33 HOLBORN
LONDON
UNITED KINGDOM
EC1N 2HT**

Legal Form: **LIMITED COMPANY**

Governing Law: **UNITED KINGDOM**

Register Location: **UNITED KINGDOM**

Country/State: **UNITED KINGDOM**

Registration Number: **09768784**

<i>Nature of control</i>	The relevant legal entity holds, directly or indirectly, 75% or more of the shares in the company.
<i>Nature of control</i>	The relevant legal entity holds, directly or indirectly, 75% or more of the voting rights in the company.
<i>Nature of control</i>	The relevant legal entity has the right, directly or indirectly, to appoint or remove a majority of the board of directors of the company.

Statement of Compliance

I confirm the requirements of the Companies Act 2006 as to registration have been complied with.

Name: **AURORA CARE AND EDUCATION OPCO LIMITED**
Authenticated **YES**

Authorisation

Authoriser Designation: **subscriber** *Authenticated* **YES**

COMPANY HAVING A SHARE CAPITAL

Memorandum of Association of

AURORA CARROLL LIMITED

Each subscriber to this Memorandum of Association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company and to take at least one share.

Name of each subscriber	Authentication by each subscriber
AURORA CARE AND EDUCATION OPCO LIMITED	AURORA CARE AND EDUCATION OPCO LIMITED

Dated 20/3/2017

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

AURORA CARROLL LIMITED



N A B A R R O

125 London Wall
London EC2Y 5AL

Tel: +44 (0)20 7524 6000

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THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
of
AURORA CARROLL LIMITED
(the "**Company**")

1. DEFINITIONS AND INTERPRETATION

1.1 In these Articles, unless the context otherwise requires, the following definitions apply:

"Act"

means the Companies Act 2006;

"Articles"

means the Company's articles of association for the time being in force;

"business days"

means any day (other than a Saturday, Sunday or a bank or public holiday in the United Kingdom) on which clearing banks in the city of London are generally open for business;

"eligible director"

means a director who would be entitled to vote on the matter at a meeting of directors (but excluding any director whose vote is not to be counted in respect of the particular matter); and

"Model Articles"

means the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date on which these Articles become binding on the Company.

1.2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.

1.3 Headings in the Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.

1.4 A reference in these Articles to an "**Article**" is a reference to the relevant article of these Articles unless expressly provided otherwise.

- 1.5 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:
 - 1.5.1 any subordinate legislation from time to time made under it; and
 - 1.5.2 any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.6 Any phrase introduced by the terms "**including**", "**include**", "**in particular**" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2. MODEL ARTICLES

The Model Articles shall apply to the Company, except insofar as they are modified or excluded by these Articles. If any provisions of these Articles conflict with any provisions of the Model Articles, these Articles shall prevail.

3. DIRECTORS – DIRECTORS TO TAKE DECISIONS COLLECTIVELY

- 3.1 The general rule about decision making is that any decision of the directors must be either a majority decision at a meeting or a decision taken in accordance with **Article 4.1**.
- 3.2 If the Company has only one director for the time being the general rule does not apply, and the director may (for so long as he remains the sole director) take decisions without regard to any of the provisions of these Articles relating to directors' decision making.
- 3.3 Paragraph 7 of the Model Articles shall not apply to the Company.

4. DIRECTORS – UNANIMOUS DECISIONS

- 4.1 A decision of the directors is taken in accordance with this Article when all eligible directors indicate to each other by any means that they share a common view on a matter.
- 4.2 Such a decision may take the form of a resolution in writing where each eligible director has signed one or more copies of it, or to which each eligible director has otherwise indicated agreement in writing.
- 4.3 A decision may not be taken in accordance with this Article if the eligible directors would not have formed a quorum at such a meeting.
- 4.4 Paragraph 8 of the Model Articles shall not apply to the Company.

5. DIRECTORS – QUORUM

- 5.1 Subject to **Article 3.2**, the quorum for the transaction of business at a meeting of directors may be fixed from time to time by a decision of the directors but it must never be less than two eligible directors, and unless otherwise so fixed, it is two eligible directors.

5.2 For the purposes of any meeting (or part of a meeting) held pursuant to **Article 7** to authorise a director's conflict of interest, if there is only one eligible director in office other than the conflicted director(s), the quorum for such meeting (or part of a meeting) shall be one eligible director.

5.3 Paragraph 11(2) of the Model Articles shall not apply to the Company.

6. DIRECTORS – CASTING VOTE

6.1 If the number of votes for and against a proposal at a meeting of directors is equal, the chairman or other director chairing the meeting shall have a casting vote.

6.2 **Article 6.1** shall not apply in respect of a particular meeting (or part of a meeting) if, in accordance with the Articles, the chairman or other director is not an eligible director for the purposes of that meeting (or part of a meeting).

6.3 Paragraph 13 of the Model Articles shall not apply to the Company.

7. DIRECTORS – POWERS TO AUTHORISE CONFLICTS OF INTEREST

7.1 The directors may authorise, to the fullest extent permitted by law, any matter which would otherwise result in a director infringing his duty to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company and which may reasonably be regarded as likely to give rise to a conflict of interest provided that, for this purpose, the director in question and any other interested Director are not counted in the quorum at any board meeting at which such matter is authorised and it is agreed to without their voting or would have been agreed to if their votes had not been counted.

7.2 Any authorisation given under **Article 7.1** may (whether at the time of giving the authorisation or subsequently) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the conflict so authorised.

7.3 Where the directors give authority under **Article 7.1**:

7.3.1 they may (whether at the time of giving the authority or subsequently) require that the relevant director is excluded from the receipt of information, participation in discussion and/or the making of decisions (whether at directors' meetings or otherwise) related to the matter that is the subject of the authorisation and impose upon the relevant director such other terms for the purpose of the authorisation as they think fit:

- (a) the relevant director will be obliged to conduct himself in accordance with any terms imposed by the directors in relation to the authorisation; and
- (b) the relevant director will not infringe any duty he owes to the Company by virtue of sections 171 to 177 of the Act provided he acts in accordance with such terms;

7.3.2 they may provide that where the relevant director obtains (otherwise than through his position as a director of the Company) information that is confidential to a third party, the director will not be obliged to disclose that information to the Company, or to use or apply the information in relation to the Company's affairs, where to do so would amount to a breach of that confidence; and

- 7.3.3 the directors may revoke or vary the authority at any time but this will not affect anything done by the relevant director prior to such revocation in accordance with the terms of such authority.
- 7.4 A director shall not, by reason of his office, be accountable to the Company for any benefit which he derives from any matter which has been authorised by the directors pursuant to **Article 7.1** (subject in any case to any limits or conditions to which such approval was subject).

8. DIRECTORS – TRANSACTIONS OR OTHER ARRANGEMENTS WITH THE COMPANY

- 8.1 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act and provided he has declared the nature and extent of his interest in accordance with the requirements of the Act, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:
- 8.1.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;
- 8.1.2 shall be an eligible director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such transaction or arrangement or proposed transaction or arrangement in which he is interested; and
- 8.1.3 shall be entitled to vote at a meeting of directors or of a committee of the directors, or participate in any unanimous decision, in respect of such transaction or arrangement or such proposed transaction or arrangement.
- 8.2 Paragraphs 14(1) to 14(4) inclusive of the Model Articles shall not apply to the Company.

9. DIRECTORS – METHODS OF APPOINTING DIRECTORS

- 9.1 In any case where, as a result of death or bankruptcy, the Company has no shareholders and no directors, the transmittee(s) of the last shareholder to have died or to have a bankruptcy order made against him (as the case may be) have the right, by notice in writing, to appoint a natural person (including a transmittee who is a natural person), who is willing to act and is permitted to do so, to be a director.
- 9.2 For the purposes of **Article 9.1**, where two or more shareholders die in circumstances rendering it uncertain who was the last to die, a younger shareholder is deemed to have survived an older shareholder.
- 9.3 Paragraphs 17(2) and 17(3) of the Model Articles shall not apply to the Company.

10. DIRECTORS – ALTERNATE DIRECTORS

- 10.1 Any director (the "**appointor**") may appoint as an alternate any other director or any other person approved by resolution of the directors to:
- 10.1.1 exercise that director's powers; and
- 10.1.2 carry out that director's responsibilities,

in relation to the taking of decisions by the directors in the absence of the alternate's appointor.

10.2 Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the appointor or in any other manner approved by the directors.

10.3 The notice must:

10.3.1 identify the proposed alternate; and

10.3.2 in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice.

10.4 An alternate director may act as an alternate director to more than one director and has the same rights in relation to any decision of the directors as the alternate's appointor.

10.5 Except as the Articles specify otherwise, alternate directors:

10.5.1 are deemed for all purposes to be directors;

10.5.2 are liable for their own acts and omissions;

10.5.3 are subject to the same restrictions as their appointors; and

10.5.4 are not deemed to be agents of or for their appointors,

and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his appointor is a member.

10.6 A person who is an alternate director but not a director:

10.6.1 may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's appointor is not participating);

10.6.2 may participate in a unanimous decision of the directors (but only if his appointor is an eligible director in relation to that decision, but does not participate); and

10.6.3 shall not be counted as more than one director for the purposes of **Articles 10.6.1 and 10.6.2.**

10.7 A director who is also an alternate director is entitled, in the absence of his appointor, to a separate vote on behalf of his appointor, in addition to his own vote on any decision of the directors (provided that his appointor is an eligible director in relation to that decision) but shall not count as more than one director for the purposes of determining whether a quorum is present.

10.8 An alternate director is not entitled to receive any remuneration from the Company for serving as an alternate director except such part of the alternate's appointor's remuneration as the appointor may direct by notice in writing to the Company.

10.9 An alternate director's appointment as an alternate terminates:

10.9.1 when the alternate's appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;

- 10.9.2 on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a director;
- 10.9.3 on the death of the alternate's appointor; or
- 10.9.4 when the alternate's appointor's appointment as a director terminates.

11. DIRECTORS' EXPENSES

- 11.1 The Company may pay any reasonable expenses which the directors (including alternate directors and, if it has one, the secretary (but so that nothing in this **Article** 11.1 shall require the Company to have a secretary) properly incur in connection with their attendance at:
 - 11.1.1 meetings of directors or committees of directors;
 - 11.1.2 general meetings; or
 - 11.1.3 separate meetings of any holders of any class of shares or of debentures of the Company,or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.
- 11.2 Paragraph 20 of the Model Articles shall not apply to the Company.

12. SECRETARY

The directors may appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit, and from time to time remove such person and, if the directors so decide, appoint a replacement in each case by a decision of the directors. Nothing in this **Article** 12 shall require the Company to have a secretary.

13. NON-MAINTAINED SPECIAL SCHOOL REGULATIONS

- 13.1 For such time as either:
 - 13.1.1 the Company holds or controls assets which result in the Company or any part of its business being subject to the NMSS Legislation; or
 - 13.1.2 the Company operates a school to which the NMSS Legislation applies,the directors shall be responsible for ensuring that the Company complies with the conditions of any approval given by the Secretary of State in respect of those assets or that school under section 342 of the Education Act 1996 and the NMSS Legislation which shall, without limitation, include ensuring that the Company has appropriate management and accounting procedures in place.
- 13.2 In this **Article** 13 "**NMSS Legislation**" means any legislation relating specifically to the operation of non-maintained special schools and shall include The Non-Maintained Special School (England) Regulations 2015 as they may from time to time be amended, re-enacted,

modified, extended, varied, superseded, replaced or substituted and any subordinate legislation, code or guidelines.

14. TRANSFER OF SHARES

14.1 Notwithstanding anything contained in these articles, the directors shall not decline to register any transfer of shares, whether or not fully paid, nor may they suspend registration thereof where such transfer:

14.1.1 is to any bank or institution to which such shares have been charged by way of security or to any nominee of such a bank or institution (a "**Secured Institution**"); or

14.1.2 is delivered to the company for registration by a Secured Institution or its nominee in order to perfect its security over the shares; or

14.1.3 is executed by a Secured Institution or its nominee pursuant to the power of sale or other power under such security,

and a certificate by any officer of the Secured Institution that the relevant transfer is within **Articles 14.1.1, 14.1.2 or 14.1.3** above shall be conclusive evidence of that fact.

14.2 Furthermore, notwithstanding anything to the contrary contained in these articles:

14.2.1 no transferor or proposed transferor of any shares in the company to a Secured Institution and no Secured Institution shall as transferor or proposed transferor be required to offer to the shareholders for the time being of the company or any of them the shares which are or are to be transferred; and

14.2.2 no shareholder for the time being of the company shall have any right under these articles or otherwise howsoever to require shares which are the subject of a transfer or proposed transfer referred to in **Article 14.2.1** above to be transferred to them whether for consideration or not.

15. PURCHASE OF OWN SHARES

Subject to the Act (but without prejudice to any other provisions of these Articles) the Company may purchase its own shares in accordance with chapter 4 of Part 18 of the Act, including (without limitation) with cash up to an amount in a financial year not exceeding the limit for the time being set out in section 692(1)(b) of the Act.

16. TRANSMITTEES BOUND BY PRIOR NOTICES

If a notice is given to a shareholder in respect of shares and a transmittee is entitled to those shares, the transmittee is bound by the notice if it was given to the shareholder before the transmittee's name, or the name of any person(s) named as the transferee(s) in an instrument of transfer executed under paragraph 28(2) of the Model Articles, has been entered in the register of members. Paragraph 29 of the Model Articles shall not apply to the Company.

17. PROXIES

17.1 Proxies may only be validly appointed by a notice in writing (a **"proxy notice"**) which:

- 17.1.1 states the name and address of the shareholder appointing the proxy;
- 17.1.2 identifies the person appointed to be that shareholder's proxy and the general meeting in relation to which that person is appointed;
- 17.1.3 is signed by or on behalf of the shareholder appointing the proxy, or is authenticated in such manner as the directors may determine; and
- 17.1.4 is delivered to the Company in accordance with the Articles not less than 24 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate,

and a proxy notice which is not delivered in such manner shall be invalid, unless the directors, in their discretion, accept the notice at any time before the meeting.

17.2 Paragraph 45(1) of the Model Articles shall not apply to the Company.

18. NOTICES

18.1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:

- 18.1.1 if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or five business days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five business days was guaranteed at the time of sending (and the sending party receives a confirmation of delivery from the courier service provider));
- 18.1.2 if properly addressed and delivered by hand, when it was given or left at the appropriate address;
- 18.1.3 if properly addressed and sent or supplied by electronic means, two hours after the document or information was sent or supplied; and
- 18.1.4 if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website,

for the purpose of this Article, no account shall be taken of any part of a day that is not a business day.

18.2 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was addressed to an address permitted for the purpose by the Act.

19. DIRECTORS' INDEMNITY

19.1 Subject to the provisions of the Act (but so that this **Article** 19.1 does not extend to any matter insofar as it would cause this Article or any part of it to be void thereunder), the Company:

19.1.1 shall, without prejudice to any indemnity to which the person concerned may otherwise be entitled, indemnify any director or other officer (other than an auditor) of the Company and any associated company against all losses and liabilities incurred by him in the actual or purported execution, or discharge, of his duties in relation to:

- (a) the Company;
- (b) any associated company; and
- (c) any occupational pension scheme of which the Company or any associated company is a trustee,

including (without prejudice to the generality of the foregoing) any liability incurred by him in defending any proceedings (whether civil or criminal) in which judgment is given in his favour (or the proceedings are otherwise disposed of without any finding of any material breach of duty on his part) or in which he is acquitted or in connection with any application in which the court grants him relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company, any associated company or any occupational pension scheme of which the Company or any associated company is a trustee; and

19.1.2 may, without prejudice to the provisions of **Article** 19.1.1, purchase and maintain insurance for any person who is or was a director or officer of the company or any associated company against any loss or liability which he may incur, whether in connection with any proven or alleged negligence, default, breach of duty or breach of trust or otherwise in relation to the Company, any associated company, any employees' share scheme of the Company or of any associated company or any occupational pension scheme of which the Company or any associated company is a trustee,

where for the purposes of this **Article** 19.1, companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

19.2 Paragraphs 52 and 53 of the Model Articles shall not apply to the Company.