

FILE COPY



CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company Number 11751009

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

DOWNSIDE SCHOOL

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

Given at Companies House, Cardiff, on **4th January 2019**



* N11751009B *



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: **04/01/2019**

X7WENB5U

Company Name in full: **DOWNSIDE SCHOOL**

I confirm that the above proposed company meets the conditions for exemption from the requirements to have a name ending with 'Limited' or permitted alternatives

Company Type: **Private company limited by guarantee**

Situation of Registered Office: **England and Wales**

Proposed Registered Office Address: **DOWNSIDE SCHOOL STRATTON-ON-THE-FOSSE
RADSTOCK
SOMERSET
UNITED KINGDOM BA3 4RJ**

Sic Codes: **85310**

Proposed Officers

Company Director 1

Type: **Person**

Full Forename(s): **VERY REV DOM NICHOLAS**

Surname: **WETZ**

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

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

Date of Birth: ****/07/1961** *Nationality:* **BRITISH**

Occupation: **BENEDICTINE
MONK**

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

Company Director 2

Type: **Person**

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

Surname: **ELDRED**

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

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

Date of Birth: ****/04/1963** *Nationality:* **BRITISH**

Occupation: **SOLICITOR**

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

Company Director 3

Type:	Person
Full Forename(s):	MR ADRIAN JOHN FRANCIS
Surname:	AYLWARD
Service Address:	recorded as Company's registered office
Country/State Usually Resident:	UNITED KINGDOM

Date of Birth: ****/11/1957** *Nationality:* **IRISH**

Occupation: **EDUCATIONAL
CONSULTANT**

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

Company Director **4**

Type:	Person
Full Forename(s):	MR HUGH ANTHONY HAYAMA
Surname:	DICKINSON
Service Address:	recorded as Company's registered office
Country/State Usually Resident:	UNITED KINGDOM

Date of Birth: ****/12/1978** *Nationality:* **BRITISH**
Occupation: **CEO**

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

Company Director 5

Type:	Person		
Full Forename(s):	MS CATHERINE MARY TERESE		
Surname:	HUGHES		
Service Address:	recorded as Company's registered office		
Country/State Usually Resident:	UNITED KINGDOM		
Date of Birth:	**/04/1955	Nationality:	BRITISH
Occupation:	EDUCATION CONSULTANT		

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

Company Director **6**

Type:	Person		
Full Forename(s):	MRS ALISON CLARE		
Surname:	MARTIN		
Service Address:	recorded as Company's registered office		
Country/State Usually Resident:	UNITED KINGDOM		
Date of Birth:	**/09/1952	Nationality:	BRITISH
Occupation:	RETIRED BURSAR		

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

Company Director 7

Type:	Person		
Full Forename(s):	MR MICHAEL FRANCIS TINDAL		
Surname:	BERNARD		
Service Address:	recorded as Company's registered office		
Country/State Usually Resident:	UNITED KINGDOM		
Date of Birth:	**/03/1959	Nationality:	BRITISH
Occupation:	MARKETING DIRECTOR		

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

Company Director 8

Type:	Person		
Full Forename(s):	MR JAMES ALEXANDER		
Surname:	SCOTT-GATTY		
Service Address:	recorded as Company's registered office		
Country/State Usually Resident:	UNITED KINGDOM		
Date of Birth:	**/06/1958	Nationality:	BRITISH
Occupation:	RETIRED		

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

Company Director 9

Type: **Person**

Full Forename(s): MR JOHN MICHAEL

Surname: LUDLOW

Service Address: recorded as Company's registered office

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

Date of Birth: ****/07/1963** *Nationality:* **BRITISH**

Occupation: CEO

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

Persons with Significant Control (PSC)

Statement of no PSC

The company knows or has reason to believe that there will be no registerable Person with Significant Control or Relevant Legal Entity (RLE) in relation to the company

Statement of Guarantee

I confirm that if the company is wound up while I am a member, or within one year after I cease to be a member, I will contribute to the assets of the company by such amount as may be required for:

- payments of debts and liabilities of the company contracted before I cease to be a member;
- payments of costs, charges and expenses of winding up, and;
- adjustment of the rights of the contributors among ourselves, not exceeding the specified amount below.

<i>Name:</i>	NICHOLAS WETZ
<i>Address</i>	DOWNSIDE SCHOOL STRATTON-ON-THE-FOSSE RADSTOCK SOMERSET BA3 4RJ
<i>Amount Guaranteed</i>	GBP1
<i>Name:</i>	NICHOLAS ELDRED
<i>Address</i>	DOWNSIDE SCHOOL STRATTON-ON-THE-FOSSE RADSTOCK SOMERSET BA3 4RJ
<i>Amount Guaranteed</i>	GBP1
<i>Name:</i>	ADRIAN JOHN FRANCIS AYLWARD
<i>Address</i>	DOWNSIDE SCHOOL STRATTON-ON-THE-FOSSE RADSTOCK SOMERSET BA3 4RJ
<i>Amount Guaranteed</i>	GBP1
<i>Name:</i>	HUGH ANTHONY HAYAMA DICKINSON
<i>Address</i>	DOWNSIDE SCHOOL STRATTON-ON-THE-FOSSE RADSTOCK SOMERSET BA3 4RJ
<i>Amount Guaranteed</i>	GBP1
<i>Name:</i>	CATHERINE MARY TERESE HUGHES
<i>Address</i>	DOWNSIDE SCHOOL STRATTON-ON-THE-FOSSE RADSTOCK SOMERSET BA3 4RJ

Amount Guaranteed **GBP1**
Name: **ALISON CLARE MARTIN**

Address **DOWNSIDE SCHOOL STRATTON-ON-THE-FOSSE
RADSTOCK
SOMERSET
BA3 4RJ**

Amount Guaranteed **GBP1**
Name: **MICHAEL FRANCIS TINDAL BERNARD**

Address **DOWNSIDE SCHOOL STRATTON-ON-THE-FOSSE
RADSTOCK
SOMERSET
BA3 4RJ**

Amount Guaranteed **GBP1**
Name: **JAMES ALEXANDER SCOTT-GATTY**

Address **DOWNSIDE SCHOOL STRATTON-ON-THE-FOSSE
RADSTOCK
SOMERSET
BA3 4RJ**

Amount Guaranteed **GBP1**
Name: **JOHN MICHAEL LUDLOW**

Address **DOWNSIDE SCHOOL STRATTON-ON-THE-FOSSE
RADSTOCK
SOMERSET
BA3 4RJ**

Amount Guaranteed **GBP1**

Statement of Compliance

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

Authorisation

Authoriser Designation: **subscriber**

Authenticated **YES**

COMPANY NOT HAVING A SHARE CAPITAL

Memorandum of Association of

Downside School

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.

Name of each subscriber	Authentication by each subscriber
Mr James Alexander Scott-Gatty	Mr James Alexander Scott-Gatty
Mr Adrian John Francis Aylward	Mr Adrian John Francis Aylward
Mr John Michael Ludlow	Mr John Michael Ludlow
Ms Catherine Mary Terese Hughes	Ms Catherine Mary Terese Hughes
Mr Hugh Anthony Hayama Dickinson	Mr Hugh Anthony Hayama Dickinson
Very Rev Dom Nicholas Wetz	Very Rev Dom Nicholas Wetz
Mrs Alison Clare Martin	Mrs Alison Clare Martin

Mr Nicholas Eldred	Mr Nicholas Eldred
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Mr Michael Francis Tindal Bernard	Mr Michael Francis Tindal Bernard
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Dated 4/1/2019

THE COMPANIES ACT 2006

COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION
of
DOWNSIDE SCHOOL

Incorporated on: 4 January 2019

FARRER&Co

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THE COMPANIES ACT 2006

COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

of

DOWNSIDE SCHOOL

INTERPRETATION

1. Defined terms

In the Articles:

Abbot	means the Abbot or, in the absence of an Abbot, the Administrator of Downside Abbey;
Articles	means these Articles of Association;
Authenticated Document	means a document sent (a) by hard copy that is signed by the person sending it, or (b) electronically in which the identity of the sender is confirmed in a manner specified by the Charity (or where no such manner has been specified, that contains or is accompanied by a statement of the identity of the sender and the Charity has no reason to doubt the truth of that statement);
Board	means the board of Trustees ;
Chair	means the chair of the Trustees;
Charities Act	means the Charities Act 2011;
Charity	means the company governed by the Articles ;
Charity Trustee	has the meaning prescribed by section 177 of the Charities Act ;
Clear Days	means the period excluding the day when the notice is deemed to be given and the day for which it is given or on which it is to take effect;
Commission	means the Charity Commission for England and Wales;

Companies Act	means the Companies Act 2006;
Connected Person	<p>means any person falling within one of the following categories:</p> <ul style="list-style-type: none"> a. any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a Trustee; or b. the spouse or civil partner of any person in (a); or c. any person who carries on business in partnership with a Trustee or with any person in (a) or (b); or d. an institution which is controlled by either a Trustee, any person in (a), (b) or (c), or a Trustee and any person in (a), (b) or (c), taken together; e. a corporate body in which a Trustee or any person in (a), (b) or (c) has a substantial interest, or two or more such persons, taken together, have a substantial interest; <p>(Sections 350 to 352 of the Charities Act apply for the purposes of interpreting the terms used in this definition);</p>
Downside Abbey	means Downside Abbey, Stratton-on-the-Fosse, Radstock, Somerset, BA3 4RH;
Financial Expert	means a person who is reasonably believed by the Trustees to be qualified to give the relevant advice and/or provide the relevant services by his or her ability in and practical experience of financial and other matters relating to the investment;
General Trust	means Downside Abbey General Trust, the charitable company limited by guarantee with company number 09124570, registered charity number 1158507 and registered office at Downside Abbey, Stratton-on-the-Fosse, Radstock, Somerset, BA3 4RH;
Material Benefit	means a benefit that may or may not be financial but that has a monetary value;
Member and Membership	refer to membership of the Charity;
Month	means calendar month;
Objects	means the objects of the Charity set out in Article 4;
Ordinary Resolution	means a resolution of the Members that is passed by a simple majority;
Properly Incurred	means incurred otherwise than in connection with any negligence, default, breach of duty or breach of trust in relation to the Charity;

Relevant Liability	<p>means a liability incurred by a Trustee (acting in that capacity) towards a third party, other than liability:</p> <ul style="list-style-type: none"> a. to pay a criminal fine; b. to pay a sum to a regulatory authority regarding non-compliance with a regulatory duty (however arising); c. for defending criminal proceedings in which he or she is convicted; d. for defending civil proceedings in which judgment is given against him or her; e. in connection with an application for relief from the Court (under the Court's power to relieve from liability in cases of honest and reasonable conduct) in which the Court refuses to grant relief; <p>and for the avoidance of doubt, does not include any liability of the Trustee towards the Charity;</p>
Secretary	means the secretary of the Charity (if one is appointed);
Special Resolution	means a resolution of the Members that is passed by a majority of 75% or more;
Trustee	means a director of the Charity, and includes any person occupying the position of director, by whatever name called;
Written or In Writing	refers to a legible document on paper or a document that can be printed onto paper including an electronic mail; and
Year	means calendar year.

- 1.1 The defined terms in Article 1 shall apply.
- 1.2 Words or expressions that are defined in Article 1 are shown in bold type when they first appear in these Articles and capitalised thereafter.
- 1.3 Except where the context requires otherwise, expressions defined in the **Companies Act** have the same meaning in the Articles.
- 1.4 References to an Act of Parliament are to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it.
- 1.5 Articles 4, 5.25, 12 and 24 shall not be amended without the prior **Written** consent of the **Commission**, unless the proposed amendments are permitted without such written consent.
- 2. Name and Registered Office**
 - 2.1 The name of the Charity is Downside School.

2.2 The name of the Charity may be changed by a resolution of the Trustees with the prior written approval of the General Trust.

2.3 The registered office of the Charity is to be in England and Wales.

3. Exclusion of model articles

The model articles in Schedule 2 of the Companies (Model Articles) Regulations 2008 do not apply to the Charity.

OBJECTS AND POWERS

4. Objects

4.1 The **Objects** of the Charity are for the public benefit:

4.1.1 to advance Roman Catholic education in the Benedictine tradition and the Roman Catholic Faith in particular, but without prejudice to the generality of the foregoing, by running a school known as Downside School; and

4.1.2 to support the work of Downside Abbey.

5. Powers

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

5.1 to operate a school or schools;

5.2 to support, administer or set up other charities and undertake and execute charitable trusts;

5.3 to raise funds including by trade in the course of carrying out the Objects and to carry on any other trade which is not expected to give rise to taxable profits;

5.4 to provide advice;

5.5 to enter into any funding or other arrangement with any government or any other authority (municipal, local or otherwise) and to obtain from such government or authority any rights, concessions, privileges, licences and permits;

5.6 to organise meetings, lectures, conferences broadcasts or courses of instruction;

5.7 to co-operate or collaborate with other bodies and engage in joint ventures;

5.8 to make grants or loans of money and to give guarantees;

5.9 to promote, undertake and commission research, surveys, studies or other work and to disseminate the useful results;

5.10 to publish or distribute information;

5.11 to take and accept any gift of money, property or other assets whether subject to any special trusts or not;

- 5.12 to borrow money and give security for loans for any purpose including for the purposes of investment or of raising funds, including charging property as security for repayment of money borrowed or as security for a grant or the discharge of any obligation (but only in accordance with the restrictions imposed by the Charities Act) provided that in the case of the giving of a guarantee, this power shall only be exercisable if at or before the time of the proposed guarantee coming into effect a written agreement is entered into by the Charity and the guarantor recording out the basis on which the guarantee is to be given;
- 5.13 to acquire or hire property rights or privileges of any kind and to construct, restore, improve, maintain and alter such property;
- 5.14 to let or dispose of or turn to account property of any kind (but only in accordance with the restrictions imposed by the Charities Act);
- 5.15 to make planning applications, applications for consent under bye-laws or building regulations or other similar applications;
- 5.16 to pay any rent and other outgoings and expenses in relation to property and to do all such other things as may be necessary for (or incidental to) the use, maintenance, alteration or improvement of such property;
- 5.17 to purchase lease or hire and operate and maintain any equipment necessary or convenient for the administration of the Charity;
- 5.18 to set aside funds for special purposes or as reserves against future expenditure;
- 5.19 to draw, make, accept, endorse, discount, negotiate, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts;
- 5.20 to deposit or invest funds in any manner, including to make social investments in accordance with the Charities (Protection and Social Investment) Act 2016 (but, where the Trustees deem it necessary in all the circumstances, to obtain advice from a **Financial Expert** in relation to such deposits or investments);
- 5.21 to delegate the management of investments to a Financial Expert, but only on terms that:
 - 5.21.1 require the Financial Expert to comply with any investment policy (and any revision of that policy) set down **In Writing** for the Financial Expert by the Trustees;
 - 5.21.2 require the Financial Expert to report every transaction to the Trustees promptly;
 - 5.21.3 require the Financial Expert to review the performance of the investments with the Trustees regularly;
 - 5.21.4 entitle the Trustees to cancel the delegation arrangement at any time;
 - 5.21.5 require the investment policy and the delegation arrangement to be reviewed with the Trustees at least once a **Year**;

- 5.21.6 require all payments to the Financial Expert to be on a scale or at a level that is agreed in advance and to be notified promptly to the Trustees on receipt; and
- 5.21.7 prohibit the Financial Expert from doing anything outside the powers of the Trustees;
- 5.22 to arrange for investments or other property of the Charity to be held in the name of a nominee (being a corporate body controlled by the Trustees or by a Financial Expert acting under the instructions of the Trustees) and to pay any reasonable fee required;
- 5.23 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;
- 5.24 to insure the Trustees against the costs of a successful defence to a criminal prosecution brought against them as **Charity Trustees** or against personal liability incurred in respect of any act or omission that is or is alleged to be a breach of trust or breach of duty, provided that such insurance may not cover any personal liability where the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;
- 5.25 subject to Article 12, to engage, employees, consultants, advisers, agents and volunteers;
- 5.26 to provide and contribute to superannuation or pension funds for the employees and workers of the Charity or any of them or otherwise to make provision for such employees and workers and their dependants;
- 5.27 to enter into contracts to provide services to or on behalf of other bodies;
- 5.28 to arrange for the amalgamation or merger of the Charity with any charitable organisation the purposes of which in the opinion of the Trustees are similar to the purposes of the Charity either alone or as amalgamated;
- 5.29 to establish or acquire subsidiary companies;
- 5.30 to pay the reasonable and proper costs of forming and administering the Charity; and
- 5.31 to do anything else within the law that promotes or helps to promote the Objects.

6. Application of income and property

The income and property of the Charity shall only be applied to promote the Objects.

TRUSTEES

7. The Trustees

- 7.1 The Trustees, as Charity Trustees, have control of the Charity and its property and funds.

- 7.2 The number of Trustees shall be not less than eight and not more than twelve. At least one Trustee must be a natural person. The **Board** shall include:
- 7.2.1 *ex officio*, the Abbot (or, if the Abbot is unable or unwilling to serve as a Trustee, an individual appointed by the Abbot In Writing);
 - 7.2.2 one Trustee appointed by the Bishop of Clifton In Writing; and
 - 7.2.3 at least six further Trustees appointed by the Trustees.
- 7.3 The subscribers to the **Memorandum** are the first Trustees of the Charity.
- 7.4 Subject to earlier termination under Article 7.6 and save for the Trustee holding office pursuant to Article 7.2.1, Trustees shall hold office for a period of three years.
- 7.5 Any retiring Trustee who remains qualified may be re-appointed for a maximum of two further terms of three years.
- 7.6 A Trustee's term of office automatically terminates if he or she:
- 7.6.1 is disqualified under the Charities Act from acting as a Charity Trustee;
 - 7.6.2 is incapable, whether mentally or physically, of managing his or her own affairs and the Trustees resolve that his or her office be vacated;
 - 7.6.3 is absent from three consecutive meetings of the Trustees and the Trustees resolve that his or her reason for absence is insufficient;
 - 7.6.4 ceases to be a Member;
 - 7.6.5 resigns by Written notice to the Trustees (but only if at least three Trustees will remain in office); or
 - 7.6.6 remaining in office as a Trustee would, in the view of the Trustees, not be in the best interests of the Charity and accordingly the Trustees resolve that his or her office be vacated, provided that:
 - (a) such resolution may only be passed at a meeting of the Trustees and not by Written resolution; and
 - (b) the Trustee who is the subject of the resolution shall be given the opportunity to make a statement either in person at the relevant meeting or In Writing.

8. Irregularities regarding Trustee decision making

All acts done by a meeting of the Trustees or by any person acting as a Trustee shall be valid even if it is discovered afterwards that there was some defect in the appointment of any person or persons acting, or that they or any of them were or was disqualified from holding office or not entitled to vote, or had in any way vacated their or his or her office.

9. Proceedings of Trustees

- 9.1 The Trustees must hold at least three meetings each Year.

- 9.2 A quorum at a meeting of the Trustees is one third of the Trustees (rounded up to the nearest whole number) or three Trustees (whichever is the higher).
- 9.3 Any Trustee may call a meeting of the Trustees by giving reasonable notice of the meeting to the Trustees or by authorising the **Secretary** (if there is one) to give such notice.
- 9.4 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.
- 9.5 The **Chair** or (if the Chair is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting.
- 9.6 Every issue may be determined at a meeting by a simple majority of the votes cast. Except for the Chair of the meeting, who in the case of an equality of votes has a second or casting vote, every Trustee has one vote on each issue.
- 9.7 A Written resolution approved by all of the Trustees eligible to vote on a matter is as valid as a resolution passed at a meeting and for this purpose:
- 9.7.1 the number of eligible Trustees must be at least as many as would be required to form a quorum at a meeting of the Trustees; and
- 9.7.2 the resolution may be contained in more than one document and will be treated as passed on the date of the last signature.
- 9.8 A Trustee must avoid a situation in which he or she has an interest or duty that conflicts or possibly may conflict with the interests of the Charity. This duty is not infringed if:
- 9.8.1 the situation cannot reasonably be regarded as likely to give rise to a conflict of interest;
- 9.8.2 the situation is authorised by the Trustees in accordance with Article 9.9; or
- 9.8.3 the situation relates to the purchase of trustee indemnity insurance in accordance with Article 5.24.
- 9.9 If a conflict of interests arises for a Trustee, the unconflicted Trustees may authorise such a conflict of interests provided that:
- 9.9.1 the procedure in Article 9.10 is followed;
- 9.9.2 authorisation will not result in any direct or indirect **Material Benefit** being conferred on any Trustee or any **Connected Person** that would not be permitted by Article 12; and
- 9.9.3 the unconflicted Trustees consider it is in the best interests of the Charity to authorise the conflict of interest in the circumstances.
- 9.10 Whenever a Trustee has an interest in a matter to be discussed at a meeting of the Trustees or a committee the Trustee concerned must:
- 9.10.1 declare his or her interest before discussion begins on the matter;

- 9.10.2 withdraw from the meeting for that item unless expressly invited to remain in order to provide information;
 - 9.10.3 not be counted in the quorum for that part of the meeting;
 - 9.10.4 withdraw during the vote and have no vote on the matter.
- 9.11 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

10. Reserved matters

- 10.1 The matters set out in clause 10.2 may be determined by the Trustees only:
- 10.1.1 with the prior written consent of the Abbot and, in the case of article 10.2.1, the prior written consent of the Bishop of Clifton in relation to decisions that could or would affect the Roman Catholic character of any school operated by the Charity; and
 - 10.1.2 if 75% of the Trustees including the Abbot approve the matter.
- 10.2 The matters referred to in article 10.1 are as follows:
- 10.2.1 decisions that would or could affect the Roman Catholic character or Benedictine tradition of any school operated by the Charity;
 - 10.2.2 decisions to petition or pass any resolution to wind up the Charity or make any application for an administration or winding up order or any order having similar effect in relation to the Charity or give notice of intention to appoint an administrator or file a notice of appointment of an administrator unless in any case the Charity is at the relevant time insolvent and the Trustees reasonably consider (taking into account their fiduciary duties) that it ought to be wound up or it ought to enter into administration or liquidation; and
 - 10.2.3 decisions to consolidate or amalgamate with any other Charity, association, partnership or legal entity or transfer the undertaking or a significant proportion of it to a third party.

11. Powers of Trustees

- 11.1 The Trustees shall manage the business of the Charity and may exercise all the powers of the Charity unless they are subject to any restrictions imposed by the Companies Act, the Articles or any **Special Resolution**.
- 11.2 Without prejudice to Article 11.1, the Trustees may:
- 11.2.1 appoint (and remove) any individual (who may be a Trustee) to act as Secretary to the Charity;
 - 11.2.2 appoint a Chair and other honorary officers from among their number provided that no member of a monastic community shall be eligible to be appointed as Chair;

- 11.2.3 delegate any of their functions to:
- (a) any person(s); or
 - (b) committee(s) consisting of two or more individuals appointed by them (but at least two members of every committee must be Trustees),
- provided that all material proceedings of such person(s) or committee(s) are reported promptly to the Trustees;
- 11.2.4 make regulations consistent with the Articles and the Companies Act to govern:
- (a) proceedings at general meetings;
 - (b) proceedings at meetings of Trustees and meetings of committees; and
 - (c) the administration of the Charity;
- 11.2.5 establish procedures to assist the resolution of disputes within the Charity;
- 11.2.6 exercise any powers of the Charity that are not reserved to a general meeting.
- 11.3 If the Trustees shall at any time be or be reduced in number to less than the number prescribed by Article 7.2 it shall be lawful for them to act as Trustees for the purposes of admitting persons as Trustees or summoning a general meeting but not for any other purpose.

BENEFITS

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 of the Charity but Trustees (and Connected Persons):
- 12.1.1 may be paid interest at a reasonable rate on money lent to the Charity;
 - 12.1.2 may be paid a reasonable rent or hiring fee for property let or hired to the Charity; and
 - 12.1.3 who are beneficiaries may receive charitable benefits in that capacity provided that a majority of the Trustees (including Trustees with relevant Connected Persons who are beneficiaries) do not benefit in this way.
- 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 5.24, 12.1, 12.3 or 23;

- 12.2.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Charity;
 - 12.2.3 payment to any company in which a Trustee has no more than a 1% shareholding;
 - 12.2.4 payment to a company of which a Trustee is an employee;
 - 12.2.5 in exceptional cases, other payments or benefits (but only with the Written approval of the Commission in advance).
- 12.3 Any Trustee (or Connected Person whose remuneration might result in a Trustee obtaining a Material Benefit) may enter into a contract with the Charity to supply goods or services in return for a payment or other Material Benefit but only if:
- 12.3.1 the goods or services are actually required by the Charity;
 - 12.3.2 any conflict of interests is authorised by the Trustees in accordance with Article 9.9;
 - 12.3.3 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 procedure in Article 9.10;
 - 12.3.4 in any financial year, no more than one half of the Trustees are subject to such a contract (or have a Connected Person who is subject to such a contract).

MEMBERS

13. Membership

- 13.1 The Charity must maintain a register of Members in accordance with the Companies Act.
- 13.2 **Membership** of the Charity shall be determined as follows:
- 13.2.1 no-one other than a Trustee shall be admitted to Membership; and
 - 13.2.2 every Trustee shall, on appointment as such, either sign a Written consent to become a Member or sign the register of Members and shall, in either case, become a Member of the Charity on signature.
- 13.3 Membership is terminated if the Member concerned:
- 13.3.1 gives Written notice of resignation to the Charity;
 - 13.3.2 dies; or
 - 13.3.3 ceases to be a Trustee.
- 13.4 Membership of the Charity is not transferable.

14. General Meetings

- 14.1 Members are entitled to attend general meetings personally or by proxy. General meetings are called on at least 14 Clear Days' Written notice specifying the business to be discussed.
- 14.2 There is a quorum at a general meeting if the number of Members present in person or by proxy is one third of the Members (rounded up to the nearest whole number) or three Members (whichever is the higher).
- 14.3 The Chair or (if the Chair is unable or unwilling to do so) a Member elected by those present presides at a general meeting.
- 14.4 A general meeting may be called at any time by the Trustees or any of them.

15. Appointment of proxies

- 15.1 Proxies may only be validly appointed by a notice In Writing that:
 - 15.1.1 states the name and address of the Member appointing the proxy;
 - 15.1.2 identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed;
 - 15.1.3 is signed by the Member appointing the proxy or is authenticated in such manner as the Trustees may determine;
 - 15.1.4 is delivered to the Charity in accordance with Article 20.3;
 - 15.1.5 is received by the Charity at least 24 hours before the meeting to which it relates.
- 15.2 The Charity may require proxy notices to be delivered in a particular form and may specify different forms for different purposes.
- 15.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 15.4 Unless a proxy notice indicates otherwise, it should be treated as:
 - 15.4.1 allowing the person appointed under it as a proxy discretion on how to vote on any ancillary or procedural resolution put to the meeting;
 - 15.4.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as to the meeting itself.
- 15.5 An appointment under a proxy notice may be revoked by delivering to the Charity, in accordance with Article 20.3, a notice given by or on behalf of the Member who gave the proxy notice, but such revocation will only take effect if the Charity receives it before the start of the meeting to which it relates.

16. Voting at general meetings

- 16.1 A resolution at a general meeting shall be decided by a show of hands, unless a poll is demanded.

- 16.2 Except where otherwise provided by the Companies Acts, every issue is decided by a majority of the votes cast.
- 16.3 Subject to Article 16.4, every Member present in person or by proxy has one vote on each issue.
- 16.4 A person who has been appointed as proxy for more than one Member has only one vote on a show of hands.
- 16.5 A poll on a resolution may be demanded:
- 16.5.1 in advance of the general meeting where it is to be put to the vote; or
 - 16.5.2 at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
- 16.6 A poll may be demanded by any Member.
- 16.7 A demand for a poll may be withdrawn if the poll has not yet been taken and the Chair of the meeting consents to the withdrawal.
- 16.8 Polls must be taken immediately and in such manner as the Chair of the meeting directs.

17. Written Resolutions

- 17.1 Subject to Article 17.2, a resolution In Writing agreed by a simple majority (or in the case of a Special Resolution by a majority of not less than 75%) of the Members who would have been entitled to vote upon it had it been proposed at a general meeting shall be effective provided that a copy of the proposed resolution has been sent to every eligible Member and a simple majority (or in the case of a Special Resolution by a majority of not less than 75%) of Members has signified its agreement to the resolution in an **Authenticated Document** that has been received at the registered office within the period of 28 days beginning with the circulation date. A resolution In Writing may comprise several copies to which one or more Members have signified their agreement.
- 17.2 The following may not be passed as a Written resolution:
- 17.2.1 a resolution to remove a Trustee before his or her period of office expires; and
 - 17.2.2 a resolution to remove an auditor before his or her period of office expires.

18. Irregularities regarding Member decision making

The proceedings of any meeting or the taking of any poll or the passing of a Written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including by accidental omission to give or any non-receipt of notice) or want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice.

ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS

19. Records and Accounts

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

19.1.1 annual reports;

19.1.2 annual returns; and

19.1.3 annual statements of account.

19.2 The Trustees must keep proper records of:

19.2.1 all resolutions of Members passed otherwise than at a general meeting;

19.2.2 all proceedings at general meetings;

19.2.3 all decisions of the Trustees (whether taken at a meeting or otherwise);

19.2.4 all reports of committees; and

19.2.5 all professional advice obtained.

19.3 The records referred to in Articles 19.2.1, 19.2.2 and 19.2.3 must be kept for ten years from the date of the resolution, general meeting or Trustees' meeting, as relevant.

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

19.5 A copy of the Charity's latest available statement of account or annual report must be supplied on request to any Trustee, free of charge. A copy of either document must also be supplied within two months to any other person who makes a Written request for it and pays the Charity's reasonable costs.

20. Communication with Members

20.1 The Charity may validly send or supply any document (including any notice) or information to a Member:

20.1.1 by delivering it by hand to the address recorded for the Member in the register of Members;

20.1.2 by sending it by post or courier in an envelope (with postage or delivery paid) to the address recorded for the Member in the register of Members;

20.1.3 by electronic mail to an email address notified by the Member In Writing;
or

20.1.4 by means of a website the address of which has been notified to the Member In Writing;

in accordance with the provisions of the Companies Act.

20.2 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.

20.3 Members may validly send any notice or document to the Charity:

20.3.1 by post to

(a) the Charity's registered office; or

(b) any other address specified by the Charity for such purposes;

20.3.2 to any email address provided by the Charity for such purposes.

21. Disputes

If a dispute arises between Members about the validity or propriety of anything done by the Members under the Articles and the dispute cannot be resolved by agreement, the parties to the dispute must first try in good faith to settle the dispute by mediation before resorting to litigation.

22. Guarantee

The liability of each Member is limited to £1, being the amount that each Member undertakes to contribute to the assets of the Charity in the event of its being wound up while they are a Member or within one year after they cease to be a Member, for:

22.1 payment of the Charity's debts and liabilities contracted before they cease to be a Member;

22.2 payment of the costs, charges and expenses of the winding up; and

22.3 adjustment of the rights of the contributories among themselves.

23. Indemnity

The Charity shall indemnify every Trustee in respect of any **Relevant Liabilities Properly Incurred** in running the Charity.

24. Winding Up

24.1 The Members of the Charity or, subject to any resolution of the Members, the Trustees, may at any time before, and in expectation of, its dissolution resolve that any assets remaining after provision has been made for all its liabilities be applied in one or more of the following ways:

24.1.1 by transfer to one or more other bodies established for exclusively charitable purposes that fall within, are the same as or are similar to the Objects;

24.1.2 directly for the Objects or charitable purposes that fall within or are similar to the Objects.

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