

Number of
Company

556463

Form No. 41.

THE COMPANIES ACT 1948.



Companies
Registration
Fee Stamp
must be
impressed
here.

DECLARATION of Compliance with the requirements of the
Companies Act, 1948, on application for registration of a Company.

Pursuant to Section 15 (2).

REGISTERED
26 OCT 1955

Insert the
Name of the
Company.

H.H.S. (ASCOT)
LIMITED.

Presented by

Biddle Thorne Welsford & Barnes,

1, Gresham Street,

London, E.C.2.



The Solicitors' Law Stationery Society, Limited
22 Chancery Lane, W.C.2; 3 Bucklersbury, E.C.4; 49 Bedford Row, W.C.1; 6 Victoria Street, S.W.1;
15 Hanover Street, W.1; 55-59 Newhall Street, Birmingham, 3; 19 & 21 North John Street, Liverpool, 2;
28-30 John Dalton Street, Manchester, 2; 75 St. Mary Street, Cardiff; and 157 Hope Street, Glasgow, C.2.

PRINTERS AND PUBLISHERS OF COMPANIES' BOOKS AND FORMS

J. LAWRENCE AUSTIN BIDDLE

of 1, Gresham Street, London, E.C.2.

(a) Here insert:
"A Solicitor of the
"Supreme Court"
(or in Scotland "a
Solicitor") "engaged
"in the formation"

or
"A person named
"in the Articles of
"Association as a
"Director or
"Secretary."

Do solemnly and sincerely declare that I am (a) a Solicitor of the
Supreme Court engaged in the formation

of H.H.S. (ASCOT)

Limited,

And that all the requirements of the Companies Act, 1948, in respect of
matters precedent to the registration of the said Company and incidental
thereto have been complied with, And I make this solemn Declaration
conscientiously believing the same to be true and by virtue of the provisions
of the Statutory Declarations Act, 1835.

Declared at 1, Gresham Street

in the City of London

the 19th day of October

one thousand nine hundred and fifty-
five.

Before me,

H. H. Biddle

Note.—This margin is reserved for binding and must not be written across.

L.A. Biddle



COMPANY LIMITED BY GUARANTEE AND NOT
HAVING A SHARE CAPITAL.

Memorandum of Association

OF

H. H. S. (ASCOT) LIMITED

1. The name of the Company (hereinafter called "the Association") is "H. H. S. (ASCOT) LIMITED."

2. The registered office of the Association will be situate in England.

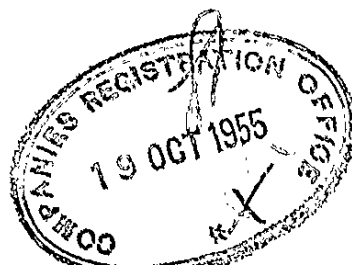
3. The objects for which the Association is established are—

(A) To carry on, whether in the United Kingdom or abroad, a school or schools where girl students may obtain a sound education of the highest order, and in particular (but without limiting the generality of the foregoing provision) to carry on at Ascot or elsewhere the school at Ascot, in the County of Berks, known as Heathfield, heretofore carried on by Heathfield School Limited, and previously by Miss Eleanor Beatrice Wyatt, and with a view thereto forthwith upon incorporation to purchase shares and hold shares in Heathfield School Limited and to enter into an agreement upon the terms, with or without modification, of a draft agreement which has already been prepared and is expressed to be made between Theophilus Garfield Skyrme and Lawrence Austin Biddle the executors of the said Miss Eleanor Beatrice Wyatt of the first part, Heathfield School Limited of the second part, the Association of the third part and Emmie Mary Moore the wife of Norman Cameron Moore of the fourth part, and to carry the same into effect with or without modification.

(B) To act (subject to the approval of the Lord Chancellor) without remuneration as a trust corporation in relation to charitable, ecclesiastical or public trusts.

(C) To provide prizes, scholarships and exhibitions for students, whether at any school belonging to the Association or at any other school, college or institution.

(D) To provide any accommodation which may be deemed desirable for the pupils attending and persons employed at the school or schools of the Association, including class rooms, sitting rooms, dormitories, studios, libraries, laboratories, music rooms, sanatoria, swimming and other baths and



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gymnasias, and to afford to all pupils and such persons facilities and conveniences for reading, writing and exercise of all descriptions.

- (E) To afford to all pupils attending the school or schools of the Association facilities for playing games of cricket, lacrosse, bowls, golf, badminton, lawn tennis or other games or any other kind of amusement, sport or entertainment.
- (F) Subject to the provisions of section 14 of the Companies Act 1948, to purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges which the Association may think necessary or convenient for the promotion of its objects, and to construct, maintain and alter any buildings or erections necessary or convenient for the work of the Association.
- (G) To sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Association as may be thought expedient with a view to the promotion of its objects.
- (H) To undertake and execute any trusts which may lawfully be undertaken by the Association and may be conducive to its objects.
- (I) To borrow or raise money for the purposes of the Association on such terms and on such security as may be thought fit.
- (J) To invest the moneys of the Association not immediately required for its purposes in or upon such investments, securities or property as may be thought fit, but so that moneys subject or representing property subject to the jurisdiction of the Charity Commissioners for England and Wales shall only be invested in such securities and with such sanction (if any) as may for the time being be prescribed by law.
- (K) To establish and support or aid in the establishment and support of any charitable associations or institutions and to subscribe or guarantee money for charitable purposes in any way connected with the purposes of the Association or calculated to further its objects.
- (L) To grant pensions or gratuities to any employees or ex-employees of the Association or its predecessors in business, or the relations, connections or dependents of any such persons, and to establish or support associations, institutions, clubs, funds, and trusts calculated to benefit any such persons, or otherwise advance the interests of the Association or of its members.
- (M) To do all such other things as are incidental or conducive to the attainment of the above objects or any of them.

Provided always and it is hereby declared that—

- (i) The Association is established for charitable purposes only within the legal meaning of that phrase and its property and income shall be held and applied for those purposes only; and

- (ii) All the objects and powers of the Association shall be construed as limited by the foregoing terms of this proviso which shall be treated as overriding in effect and as governing all the provisions of this Memorandum of Association notwithstanding anything expressed or implied therein to the contrary.

Provided also that the Association shall not support with its funds any object, or endeavour to impose on or procure to be observed by its members or others, any regulation, restriction or condition which if an object of the Association would make it a Trade Union.

And provided further that in case the Association shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales or Minister of Education, the Association shall not sell, mortgage, charge or lease the same without such authority, approval or consent as may be required by law, and as regards any such property the Council of Management or Governing Body of the Association shall be chargeable for any such property that may come into their hands and shall be answerable and accountable for their own acts, receipts, neglects and defaults, and for the due administration of such property in the same manner and to the same extent as they would as such Council of Management or Governing Body have been if no incorporation had been effected, and the incorporation of the Association shall not diminish or impair any control or authority exercisable by the Chancery Division, the Charity Commissioners or the Minister of Education over such Council of Management or Governing Body but they shall as regards any such property be subject jointly and separately to such control or authority as if the Association were not incorporated. In case the Association shall take or hold any property which may be subject to any trusts, the Association shall only deal with the same in such manner as allowed by law, having regard to such trusts.

4. The income and property of the Association, whence-soever derived, shall be applied solely towards the promotion of the objects of the Association as set forth in this Memorandum of Association, and no portion thereof shall be paid or transferred directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to the members of the Association.

Provided that nothing herein shall prevent the payment, in good faith, of reasonable and proper remuneration to any officer or servant of the Association, or to any member of the Association, in return for any services actually rendered to the Association, nor prevent the payment of interest at a rate not exceeding 5 per cent. per annum on money lent or reasonable and proper rent for premises demised or let by any member to the Association; but so that no member of the Council of Management or Governing Body of the Association shall be appointed to any salaried office of the Association or any office of the Association paid by fees, and that no remuneration or other benefit in money or money's worth shall be given by the Association to any member of such Council or Governing Body, except repayment of out-of-pocket expenses and interest at the rate aforesaid on money lent or reasonable and proper rent for premises demised or let to the Association; provided that the provision last aforesaid shall not

apply to any payment to any company of which a member of the Council of Management or Governing Body may be a member, and in which such member shall not hold more than one hundredth part of the capital, and such member shall not be bound to account for any share of profits he may receive in respect of any such payment.

~~5. No addition, alteration, or amendment shall be made to or in the provisions of the Memorandum or Articles of Association for the time being in force, unless the same shall have been previously submitted to and approved by the Board of Trade.~~

B.T.W. & B. 6. The fourth and fifth paragraphs of this Memorandum contain conditions on which a licence is granted by the Board of Trade to the Association in pursuance of section 19 (1) of the Companies Act 1913.

B.T.W. & B. 7. The liability of the members is limited.

6.8. Every member of the Association undertakes to contribute to the assets of the Association, in the event of the same being wound up while he is a member, or within one year after he ceases to be a member, for payment of the debts and liabilities of the Association contracted before he ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding £1.

B.T.W. & B. 7.9. If upon the winding up or dissolution of the Association there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Association, but shall be given or transferred to some other institution or institutions having objects similar to the objects of the Association, and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Association under or by virtue of clause 4 hereof, such institution or institutions to be determined by The Fidelity Trust Limited (or if at the date of such winding up or dissolution The Fidelity Trust Limited shall itself have been wound up then such institution or institutions shall be determined by the members of the Association at or before the time of dissolution), and if and so far as effect cannot be given to such provision, then to some charitable object.

B.T.W. & B. 8.10. True accounts shall be kept of the sums of money received and expended by the Association, and the matters in respect of which such receipts and expenditure take place, of all sales and purchases of goods by the Association and of the property, credits and liabilities of the Association; and, subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the regulations of the Association for the time being, such accounts shall be open to the inspection of the members. Once at least in every year the accounts of the Association shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by one or more properly qualified Auditors or Auditors.

We, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

William Patrick Spens.

12, Kings Bench Walk,

5 Temple,

London E.C. 4. Queen's Counsel

Kate Margaret Thomas.

Dolien,

Aberpate,

Cardigan. Solicitor

Theophilus Farfield, St. Hyms.

Tittensor

Ascot,

Berks.

Major (Retired) in H.M. Army.

Mic Knightley Christwood Hamerton: Bishop.

The Deanery,

Windsor Castle, Berks.

Dean of Windsor

Rijmaer Haynes Baron.

Manor Cottage,

South Merton,

Berks.

Ministry of Education Inspector (Retired)

Hilda Salisbury - pres.

Willowdown: Hambledon: Hampshire Married Woman

Charles Bernard Munklock

45 Warwick Square, Westminster, S.W. 1

Clerk in Holy Orders; Canon & Treasurer of Chichester Cathedral

Dated this 18th day of October, 1955.

Witness to the above Signatures—

L. A. Biddle

1 Gresham Street,

London E.C. 2.

Solicitor

556463



The Companies Act 1948.



REGISTERED
26 OCT 1955

COMPANY LIMITED BY GUARANTEE AND NOT
HAVING A SHARE CAPITAL.

Articles of Association

OF

H. H. S. (ASCOT) LIMITED

GENERAL.

1. In these presents the words standing in the first column of the Table next hereinafter contained shall bear the meaning set opposite to them respectively in the second column thereof, if not inconsistent with the subject or context—

WORDS	MEANING
The Act	The Companies Act 1948.
These presents ..	These Articles of Association, and the regulations of the Association from time to time in force.
The Association ..	The above-named Association.
The Council ..	The Council of Management for the time being of the Association.
The Office	The registered office of the Association.
The Seal	The common seal of the Association.
The United Kingdom	Great Britain and Northern Ireland.
Month	Calendar month.
In writing	Written, printed or lithographed, or partly one and partly another, and other modes of representing or reproducing words in a visible form.

And words importing the singular number only shall include the plural number, and vice versa.

Words importing the masculine gender only shall include the feminine gender; and

Words importing persons shall include corporations.

Subject as aforesaid, any words or expressions defined in the Act or any statutory modification thereof in force at the date on which these presents become binding on the Association shall, if not inconsistent with the subject or context, bear the same meanings in these presents.

2. The number of members with which the Association proposes to be registered is 100, but the Council may from time to time register an increase of members.

3. The provisions of section 110 of the Act shall be observed by the Association, and every member of the Association shall either sign a written consent to become a member or sign the register of members on becoming a member.

4. The Association is established for the purposes expressed in the Memorandum of Association.

5. The subscribers to the Memorandum of Association and such other persons as the Council shall admit to membership in accordance with the provisions hereinafter contained shall be members of the Association.

GENERAL MEETINGS.

6. The Association shall hold a General Meeting in every calendar year as its Annual General Meeting at such time and place as may be determined by the Council, and shall specify the meeting as such in the notices calling it, provided that every Annual General Meeting except the first shall be held not more than fifteen months after the holding of the last preceding Annual General Meeting, and that so long as the Association holds its first Annual General Meeting within eighteen months after its incorporation it need not hold it in the year of its incorporation or in the following year.

7. All General Meetings, other than Annual General Meetings, shall be called Extraordinary General Meetings.

8. The Council may whenever they think fit convene an Extraordinary General Meeting, and Extraordinary General Meetings shall also be convened on such requisition, or in default may be convened by such requisitionists, as provided by section 132 of the Act.

9. Twenty-one days' notice in writing at the least of every Annual General Meeting and of every meeting convened to pass a Special Resolution, and fourteen days' notice in writing at the least of every other General Meeting (exclusive in every case both of the day on which it is served or deemed to be served and of the day for which it is given), specifying the place, the day and the hour of meeting, and in the case of special business the general nature of that business, shall be given in manner hereinafter mentioned to such persons (including the Auditors) as are under these presents or under the Act entitled to receive such notices from the Association; but with the consent of all the members having the right to attend and vote thereat, or of such proportion of them as is prescribed by the Act in the case of meetings other than Annual General Meetings, a meeting may be convened by such notice as those members may think fit.

10. The accidental omission to give notice of a meeting to, or the non-receipt of such notice by, any person entitled to receive notice thereof shall not invalidate any resolution passed, or proceeding had, at any meeting.

PROCEEDINGS AT GENERAL MEETINGS.

11. All business shall be deemed special that is transacted at an Extraordinary General Meeting, and all that is transacted at an Annual General Meeting shall also be deemed special, with the exception of the consideration of the income and expenditure account and balance sheet, and the reports of the Council and of the Auditors, the election of members of the Council in the place of those retiring, and the appointment of, and the fixing of the remuneration of, the Auditors.

12. No business shall be transacted at any General Meeting unless a quorum is present when the meeting proceeds to business. Save as herein otherwise provided seven members personally present shall be a quorum.

13. If within half an hour from the time appointed for the holding of a General Meeting a quorum is not present, the meeting, if convened on the requisition of members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week, at the same time and place, or at such other place as the Council may determine, and if at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting the members present shall be a quorum.

14. The Chairman (if any) of the Council shall preside as Chairman at every General Meeting, but if there be no such Chairman, or if at any meeting he shall not be present within fifteen minutes after the time appointed for holding the same, or shall be unwilling to preside, the members present shall choose some member of the Council, or if no such member be present, or if all the members of the Council present decline to take the chair, they shall choose some member of the Association who shall be present to preside.

15. The Chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn a meeting from time to time, and from place to place, but no business shall be transacted at any adjourned meeting other than business which might have been transacted at the meeting from which the adjournment took place. Whenever a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given in the same manner as of an original meeting. Save as aforesaid, the members shall not be entitled to any notice of an adjournment, or of the business to be transacted at an adjourned meeting.

16. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is, before or upon the declaration of the result of the show of hands, demanded by the Chairman or by at least three members present in person or by proxy, or by a member or members present in person or by proxy and representing one-tenth of the total voting rights of all the members having the right to vote at the meeting, and unless a poll be so demanded a declaration by the Chairman of the meeting that a resolution has been passed, or carried unanimously or by a particular majority, or lost, or not carried by a particular majority, and an entry to that effect in the

minute book of the Association shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that resolution. The demand for a poll may be withdrawn.

17. Subject to the provisions of Article 18, if a poll be demanded in manner aforesaid, it shall be taken at such time and place, and in such manner, as the Chairman of the meeting shall direct, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

18. No poll shall be demanded on the election of a Chairman of a meeting, or on any question of adjournment.

19. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting shall be entitled to a second or casting vote.

20. The demand of a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.

VOTES OF MEMBERS.

21. Subject as hereinafter provided, every member shall have one vote.

22. Save as herein expressly provided, no member other than a member duly registered, who shall have paid every subscription and other sum (if any) which shall be due and payable to the Association in respect of his membership, shall be entitled to vote on any question either personally or by proxy, or as a proxy for another member, at any General Meeting.

23. Votes may be given on a poll either personally or by proxy. On a show of hands a member present only by proxy shall have no vote, but a proxy for a corporation may vote on a show of hands. A corporation may vote by its duly authorised representative as provided by section 139 of the Act. A proxy need not be a member.

24. The instrument appointing a proxy shall be in writing under the hand of the appointor or his attorney duly authorised in writing, or if such appointor is a corporation under its common seal, if any, and, if none, then under the hand of some officer duly authorised in that behalf.

25. The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed or a notarially certified or office copy thereof shall be deposited at the office not less than forty-eight hours before the time appointed for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or in the case of a poll not less than twenty-four hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid. No instrument appointing a proxy shall be valid after the expiration of twelve months from the date of its execution.

26. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed, provided that no intimation in writing of the death, insanity or revocation as aforesaid shall have been received at the office before the commencement of the meeting or adjourned meeting at which the proxy is used.

27. Any instrument appointing a proxy shall be in the following form or as near thereto as circumstances will admit:—

" H. H. S. (ASCOT) LIMITED.

" I,
 " of
 " a member of H. H. S. (ASCOT) LIMITED, hereby
 " appoint
 " of
 " and failing him,
 " of
 " to vote for me and on my behalf at the [Annual
 " or Extraordinary, or Adjourned, as the case may
 " be] General Meeting of the Association to be held
 " on the day of , and at
 " every adjournment thereof.
 " As witness my hand this day of 19 ."

The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.

COUNCIL OF MANAGEMENT.

28. Until otherwise determined by a General Meeting, the number of the members of the Council shall not be less than three nor more than fifteen.

29. The first members of the Council shall be the subscribers to the Memorandum of Association.

30. The Council may from time to time and at any time appoint any member of the Association as a member of the Council, either to fill a casual vacancy or by way of addition to the Council, provided that the prescribed maximum be not thereby exceeded, and that The Fidelity Trust Limited shall have the sole right of appointing a member of the Council to replace a member vacating office under Article 36 (A) of these Articles. Any member so appointed shall retain his office only until the next Annual General Meeting, but he shall then be eligible for re-election.

31. No person who is not a member of the Association shall in any circumstances be eligible to hold office as a member of the Council.

POWERS OF THE COUNCIL.

32. The business of the Association shall be managed by the Council who may pay all such expenses of, and preliminary

and incidental to, the promotion, formation, establishment and registration of the Association as they think fit, and may exercise all such powers of the Association, and do on behalf of the Association all such acts as may be exercised and done by the Association, and as are not by statute or by these presents required to be exercised or done by the Association in General Meeting, subject nevertheless to any regulations of these presents, to the provisions of the statutes for the time being in force and affecting the Association, and to such regulations, being not inconsistent with the aforesaid regulations or provisions, as may be prescribed by the Association in General Meeting, but no regulation made by the Association in General Meeting shall invalidate any prior act of the Council which would have been valid if such regulation had not been made.

33. The members for the time being of the Council may act notwithstanding any vacancy in their body; provided always that in case the members of the Council shall at any time be or be reduced in number to less than the minimum number prescribed by or in accordance with these presents, it shall be lawful for them to act as the Council for the purpose of admitting persons to membership of the Association, filling up vacancies in their body, or of summoning a General Meeting, but not for any other purpose.

SECRETARY.

34. The Secretary shall be appointed by the Council for such time, at such remuneration and upon such conditions as they may think fit, and any Secretary so appointed may be removed by them. The provisions of sections 177 and 179 of the Act shall apply and be observed. The Council may from time to time by resolution appoint an assistant or deputy Secretary, and any person so appointed may act in place of the Secretary if there be no Secretary or no Secretary capable of acting.

THE SEAL.

35. The seal of the Association shall not be affixed to any instrument except by the authority of a resolution of the Council, and in the presence of at least two members of the Council and of the Secretary, and the said members and Secretary shall sign every instrument to which the seal shall be so affixed in their presence, and in favour of any purchaser or person bona fide dealing with the Association such signatures shall be conclusive evidence of the fact that the seal has been properly affixed.

DISQUALIFICATION OF MEMBERS OF THE COUNCIL.

36. The office of a member of the Council shall be vacated—

- (A) If a receiving order is made against him or he makes any arrangement or composition with his creditors.
- (B) If he becomes of unsound mind.
- (C) If he ceases to be a member of the Association.

(D) If by notice in writing to the Association he resigns his office.

(E) If he ceases to hold office by reason of any order made under section 188 of the Act.

(F) If he is removed from office by a resolution duly passed pursuant to section 184 of the Act.

(G) If he is removed from office by a resolution of the Board of Directors of The Fidelity Trust Limited ~~served on the Company~~ ^{Association} at its registered office: Provided that such removal shall not take effect until three months after service of such resolution and at any time during the said period of three months the said resolution may be cancelled or withdrawn by a further resolution of the Board of Directors of The Fidelity Trust Limited.

T.G.I.
S.A.
R.A.B.
K.M.T.
L.T.S.
H.V.H.
C.B.M.

ROTATION OF MEMBERS OF THE COUNCIL.

37. At the first Annual General Meeting and at the Annual General Meeting to be held in every subsequent year, one-third of the members of the Council for the time being, or if their number is not a multiple of three then the number nearest to one-third, shall retire from office.

38. The members of the Council to retire shall be those who have been longest in office since their last election or appointment. As between members of equal seniority, the members to retire shall in the absence of agreement be selected from among them by lot. The length of time a member has been in office shall be computed from his last election or appointment. A retiring member of the Council shall be eligible for re-election.

39. The Association may, at the meeting at which a member of the Council retires in manner aforesaid, fill up the vacated office by electing a person thereto, and in default the retiring member shall, if offering himself for re-election, be deemed to have been re-elected, unless at such meeting it is expressly resolved not to fill such vacated office, or unless a resolution for the re-election of such member shall have been put to the meeting and lost.

40. No person not being a member of the Council retiring at the meeting shall, unless recommended by the Council for election, be eligible for election to membership of the Council at any General Meeting, unless within the prescribed time before the day appointed for the meeting there shall have been given to the Secretary notice in writing, by some member duly qualified to be present and vote at the meeting, for which such notice is given, of his intention to propose such person for election, and also notice in writing, signed by the person to be proposed, of his willingness to be elected. The prescribed time above mentioned shall be such that, between the date when the notice is served, or deemed to be served, and the day appointed for the meeting there shall be not less than four nor more than twenty-eight intervening days.

41. The Association may from time to time in General Meeting increase or reduce the number of members of the Council, and determine in what rotation such increased or reduced number shall go out of office, and may make the appointments necessary for effecting any such increase.

42. (A) In addition and without prejudice to the provisions of section 184 of the Act, the Association may by Extraordinary Resolution remove any member of the Council before the expiration of his period of office, and may by an Ordinary Resolution appoint another qualified member in his stead; but any person so appointed shall retain his office so long only as the member in whose place he is appointed would have held the same if he had not been removed.

(B) Unless and until otherwise determined by the ~~Company~~ Association by Ordinary Resolution, either generally or in any particular case, no member of the Council shall vacate or be required to vacate his office as a member of the Council on or by reason of his attaining or having attained the age of seventy, and any member of the Council retiring or liable to retire under the provisions of these Articles and any person proposed to be appointed a member of the Council shall be capable of being reappointed or appointed, as the case may be, as a member of the Council notwithstanding that at the time of such reappointment or appointment he has attained the age of seventy, and no special notice need be given of any resolution for the reappointment or appointment or approving the appointment as a member of the Council of a person who shall have attained the age of seventy, and it shall not be necessary to give to the members notice of the age of any member of the Council or person proposed to be reappointed or appointed as such.

T.G.A.
S.H.
R.A.B.
K.M.T.
H.P.S.
H.A.J.
C.B.M.

PROCEEDINGS OF THE COUNCIL.

43. The Council may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit, and determine the quorum necessary for the transaction of business. Unless otherwise determined, three shall be a quorum. Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes the Chairman shall have a second or casting vote.

44. A member of the Council may, and on the request of a member of the Council the Secretary shall, at any time, summon a meeting of the Council by notice served upon the several members of the Council. A member of the Council who is absent from the United Kingdom shall not be entitled to notice of a meeting.

45. The Council shall from time to time elect a Chairman who shall be entitled to preside at all meetings of the Council at which he shall be present, and may determine for what period he is to hold office, but if no such Chairman be elected, or if at any meeting the Chairman be not present within five minutes

after the time appointed for holding the meeting and willing to preside, the members of the Council present shall choose one of their number to be Chairman of the meeting.

46. A meeting of the Council at which a quorum is present shall be competent to exercise all the authorities, powers and discretions by or under the regulations of the Association for the time being vested in the Council generally.

47. The Council may delegate any of their powers to committees consisting of such member or members of the Council as they think fit, and any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations imposed on it by the Council. The meetings and proceedings of any such committee shall be governed by the provisions of these presents for regulating the meetings and proceedings of the Council so far as applicable and so far as the same shall not be superseded by any regulations made by the Council.

48. All acts bona fide done by any meeting of the Council or of any committee of the Council, or by any person acting as a member of the Council, shall, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any such member or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed or had duly continued in office and was qualified to be a member of the Council.

49. The Council shall cause proper minutes to be made of all appointments of officers made by the Council and of the proceedings of all meetings of the Association and of the Council and of committees of the Council, and all business transacted at such meetings, and any such minutes of any meeting, if purporting to be signed by the Chairman of such meeting, or by the Chairman of the next succeeding meeting, shall be sufficient evidence without any further proof of the facts therein stated.

50. A resolution in writing signed by all the members for the time being of the Council or of any committee of the Council who are entitled to receive notice of a meeting of the Council or of such committee shall be as valid and effectual as if it had been passed at a meeting of the Council or of such committee duly convened and constituted.

ACCOUNTS.

51. The Council shall cause proper books of account to be kept with respect to—

- (A) all sums of money received and expended by the Association and the matters in respect of which such receipts and expenditure take place;
- (B) all sales and purchases of goods by the Association; and
- (C) the assets and liabilities of the Association.

Proper books shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and fair view of the state of the affairs of the Association and to explain its transactions.

52. The books of account shall be kept at the office, or, subject to section 147 (3) of the Act, at such other place or places as the Council shall think fit, and shall always be open to the inspection of the members of the Council.

53. The Association in General Meeting may from time to time impose reasonable restrictions as to the time and manner of the inspection by the members, other than members of the Council, of the accounts and books of the Association, or any of them, and subject to such restrictions the accounts and books of the Association shall be open to the inspection of such members at all reasonable times during business hours.

54. At the Annual General Meeting in every year the Council shall lay before the Association a proper income and expenditure account for the period since the last preceding account (or in the case of the first account since the incorporation of the Association) made up to a date not more than four months before such meeting, together with a proper balance sheet made up as at the same date. Every such balance sheet shall be accompanied by proper reports of the Council and the Auditors, and copies of such account, balance sheet and reports (all of which shall be framed in accordance with any statutory requirements for the time being in force) and of any other documents required by law to be annexed or attached thereto or to accompany the same shall not less than twenty-one clear days before the date of the meeting subject nevertheless to the provisions of section 158 (1) (c) of the Act, be sent to the Auditors and to all other persons entitled to receive notices of General Meetings in the manner in which notices are hereinafter directed to be served. The Auditors' report shall be open to inspection and be read before the meeting as required by section 162 of the Act.

AUDIT.

55. Once at least in every year the accounts of the Association shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by one or more properly qualified Auditor or Auditors.

56. Auditors shall be appointed and their duties regulated in accordance with sections 159 to 162 of the Act, the members of the Council being treated as the Directors mentioned in those sections.

NOTICES.

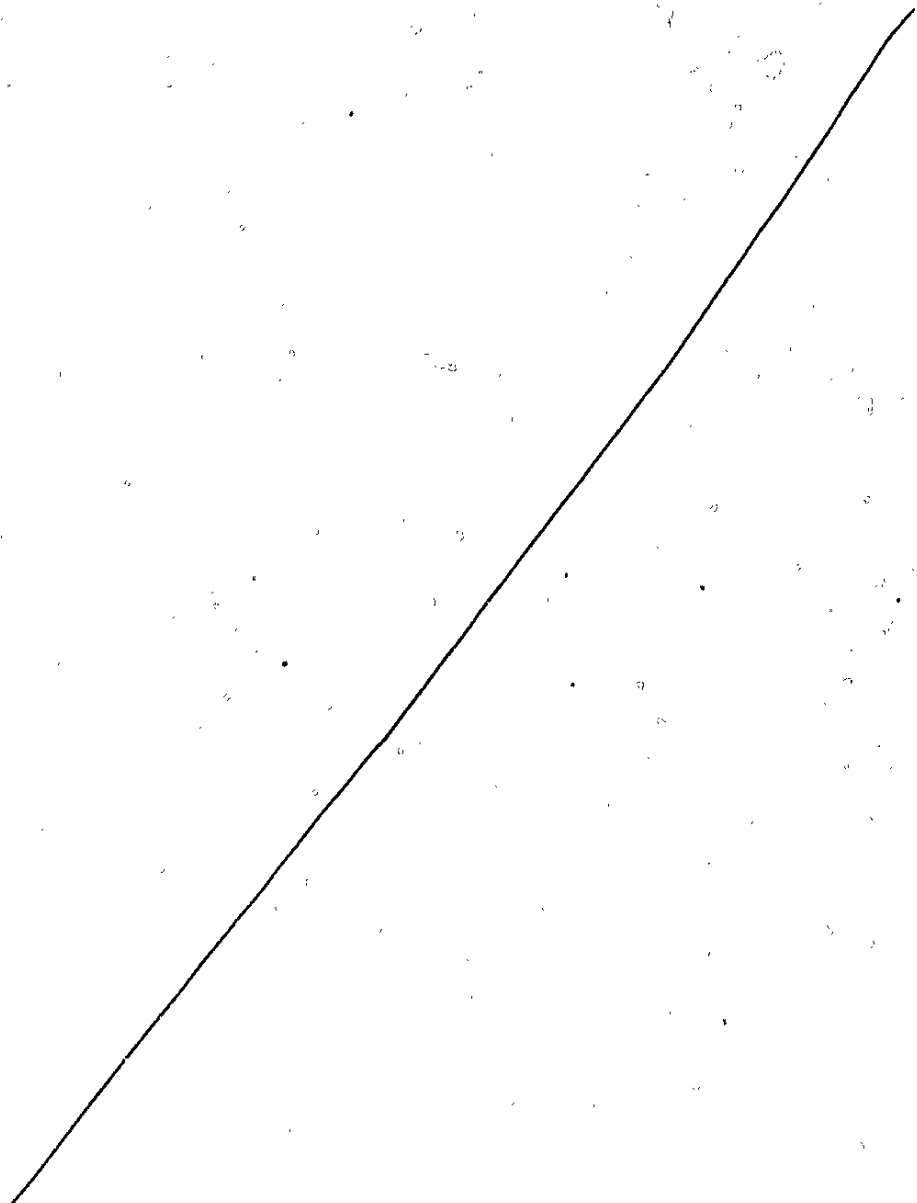
57. A notice may be served by the Association upon any member, either personally or by sending it through the post in a prepaid letter, addressed to such member at his registered address as appearing in the register of members.

58. Any member described in the register of members by an address not within the United Kingdom, who shall from time to time give the Association an address within the United Kingdom at which notices may be served upon him, shall be entitled to have notices served upon him at such address, but, save as aforesaid and as provided by the Act, only those members who are described in the register of members by an address within the United Kingdom shall be entitled to receive notices from the Association.

59. Any notice, if served by post, shall be deemed to have been served on the day following that on which the letter containing the same is put into the post, and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and put into the post office as a prepaid letter.

DISSOLUTION.

60. Clause 9 of the Memorandum of Association of the Association relating to the winding up and dissolution of the Association shall have effect as if the provisions thereof were repeated in these Articles.



NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

[Signature]

William Patrick Spens.

12, Kings Bench Walk,

Temple,

London, E.C.4.

Queen's Counsel

Kate

Margaret Thomas.

Dolwen,

Aberporth, Cardigan.

Sports

Theophilus. Fairfield Hyams

Tittensor,
Ascot, Berks.

Major (Retired) in H.M. Army

Eric Knightley Chestwood Hamilton: Bishop.

The Demery,

Windsor Castle, Berks.

Dean of Windsor.

Reginald Maynes Banow

Manor Cottage,
South Merton, Berks.

Ministry of Education Inspector
(Retired)

Hilda Salisbury. ~~poet~~

hill down: ~~Humbleton~~: Hampshire.
Married woman

Charles Bernard Munk

45 Warwick Square, Westminster, S.W.1

Clerk in Holy Orders, Canon & Treasurer of

Chichester Cathedral

Dated this 18th-day of October 1955.

Witness to the above Signatures—

L.A. Biddle

1 Garden Street

London EC2

Solicitor.

DUPLICATE FOR THE FILE

No. 556463



Certificate of Incorporation

I Hereby Certify That

H. H. S. (ASCOT) LIMITED

is this day Incorporated under the Companies Act, 1948, and that the
Company is Limited.

Given under my hand at London this Twenty-sixth day of
October One Thousand Nine Hundred and Fifty five.

L. B. Carlisle
Registrar of Companies

Certificate
received by

John Balfour pp. *Biddle Co.*

Date 28/10/55



THE COMPANIES ACT, 1948.

Special Resolution

— OF —

H.H.S. (ASCOT) LIMITED

Passed 20th of December, 1955.

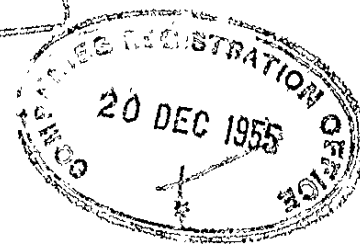
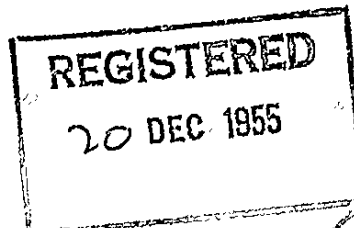
At an EXTRAORDINARY GENERAL MEETING of the above-named Company held at 1, Gresham Street on Tuesday, the 20th day of December, 1955, the following Resolution was passed as a SPECIAL RESOLUTION:—

RESOLUTION.

THAT subject to the approval of the Board of Trade the name of the Company be altered to Heathfield School Limited. ✓

W. P. SPENS
W. P. SPENS,

Chairman.



Messrs. Bidale & Co.

1, Gresham Street

London E.C. 2.

4835

688

Company Number.....556463.....



B

Reference: C.R. 98/2748/55

BOARD OF TRADE,

COMPANIES ACT, 1948

H. H. S. (ASCOT)

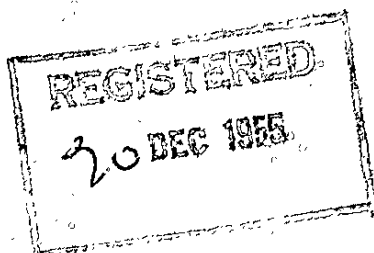
Limited

Pursuant to the provisions of Sub-Section (1) of Section 18 of the Companies Act, 1948, the Board of Trade hereby approve of the name of the above-named Company being changed to **HEATHFIELD SCHOOL LIMITED**

Signed on behalf of the Board of Trade

this twentieth

day of December 1955 .



Authorised in that behalf by the President of the Board of Trade.

No. C. 60.

No. C.172.

DUPLICATE FOR THE FILE.

No. 556463



Change of Name Certificate

pursuant to Section 18(3) of the Companies Act, 1948.

I Hereby Certify that
H.H.S. (ASCOOT) LIMITED

having, with the sanction of a Special Resolution of the said Company and
with the approval of the BOARD OF TRADE, changed its name, is now called
HEATHFIELD SCHOOL LIMITED

and I have entered such new name on the Register accordingly.

Given under my hand at London, this twentieth day of
December One thousand nine hundred and fifty five

L. B. (signature)
Registrar of Companies.

Certificate received by *W. B. (signature)*

W. B. (signature)

Date 20.12.55

4700

HEATHFIELD SCHOOL LIMITED



At an EXTRAORDINARY GENERAL MEETING of the above-named company duly convened and held at 1 GRESHAM STREET, LONDON, E.C.2 on the Sixteenth day of October, 1956, the following Resolution was duly passed as a SPECIAL RESOLUTION:—

RESOLUTION

That the Memorandum of Association of the Company be altered by the deletion of the words in the second paragraph of clause 4 thereof beginning "but so that no member" and ending "of any such payment".

W. P. SPENS,

Chairman.

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29 OCT 1956

Resented by
Biddle & Co.,
1 Gresham Street,
London E.C.2

The Companies Act 1948.

L. A. Melt.



COMPANY LIMITED BY GUARANTEE AND NOT
HAVING A SHARE CAPITAL.

Memorandum of Association

OF

H. H. S. (ASCOT) LIMITED

1. The name of the Company (hereinafter called "the Association") is "H. H. S. (ASCOT) LIMITED."

2. The registered office of the Association will be situate in England.

3. The objects for which the Association is established are—

(A) To carry on, whether in the United Kingdom or abroad, a school or schools where girl students may obtain a sound education of the highest order, and in particular (but without limiting the generality of the foregoing provision) to carry on at Ascot or elsewhere the school at Ascot, in the County of Berks, known as Heathfield, heretofore carried on by Heathfield School Limited, and previously by Miss Eleanor Beatrice Wyatt, and with a view thereto forthwith upon incorporation to purchase shares and hold shares in Heathfield School Limited and to enter into an agreement upon the terms, with or without modification, of a draft agreement which has already been prepared and is expressed to be made between Theophilus Garfield Skidmore and Lawrence Austin Biddle the executors of the said Miss Eleanor Beatrice Wyatt of the first part, Heathfield School Limited of the second part, the Association of the third part and Emmie Mary Moore the wife of Norman Cameron Moore of the fourth part, and to carry the same into effect with or without modification.

(B) To act (subject to the approval of the Lord Chancellor) without remuneration as a trust corporation in relation to charitable, ecclesiastical or public trusts.

(C) To provide prizes, scholarships and exhibitions for students, whether at any school belonging to the Association or at any other school, college or institution.

(D) To provide any accommodation which may be deemed desirable for the pupils attending and persons employed at the school or schools of the Association, including class rooms, sitting rooms, dormitories, studios, libraries, laboratories, music rooms, sanatoria, swimming and other baths and

REGISTERED
15 NOV 1956

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Biddle, C. (ref. J.O.)

15 NOV 1956

gymnasia, and to afford to all pupils and such persons facilities and conveniences for reading, writing and exercise of all descriptions.

- (E) To afford to all pupils attending the school or schools of the Association facilities for playing games of cricket, lacrosse, bowls, golf, badminton, lawn tennis or other games or any other kind of amusement, sport or entertainment.
- (F) Subject to the provisions of section 14 of the Companies Act 1948, to purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges which the Association may think necessary or convenient for the promotion of its objects, and to construct, maintain and alter any buildings or erections necessary or convenient for the work of the Association.
- (G) To sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Association as may be thought expedient with a view to the promotion of its objects.
- (H) To undertake and execute any trusts which may lawfully be undertaken by the Association and may be conducive to its objects.
- (I) To borrow or raise money for the purposes of the Association on such terms and on such security as may be thought fit.
- (J) To invest the moneys of the Association not immediately required for its purposes in or upon such investments, securities or property as may be thought fit, but so that moneys subject or representing property subject to the jurisdiction of the Charity Commissioners for England and Wales shall only be invested in such securities and with such sanction (if any) as may for the time being be prescribed by law.
- (K) To establish and support or aid in the establishment and support of any charitable associations or institutions and to subscribe or guarantee money for charitable purposes in any way connected with the purposes of the Association or calculated to further its objects.
- (L) To grant pensions or gratuities to any employees or ex-employees of the Association or its predecessors in business, or the relations, connections or dependents of any such persons, and to establish or support associations, institutions, clubs, funds and trusts calculated to benefit any such persons, or otherwise advance the interests of the Association or of its members.
- (M) To do all such other things as are incidental or conducive to the attainment of the above objects or any of them.

Provided always and it is hereby declared that—

- (i) The Association is established for charitable purposes only within the legal meaning of that phrase and its property and income shall be held and applied for those purposes only; and

- (ii) All the objects and powers of the Association shall be construed as limited by the foregoing terms of this proviso which shall be treated as overriding in effect and as governing all the provisions of this Memorandum of Association notwithstanding anything expressed or implied therein to the contrary.

Provided also that the Association shall not support with its funds any object, or endeavour to impose on or procure to be observed by its members or others, any regulation, restriction or condition which if an object of the Association would make it a Trade Union.

And provided further that in case the Association shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales or Minister of Education, the Association shall not sell, mortgage, charge or lease the same without such authority, approval or consent as may be required by law, and as regards any such property the Council of Management or Governing Body of the Association shall be chargeable for any such property that may come into their hands and shall be answerable and accountable for their own acts, receipts, neglects and defaults, and for the due administration of such property in the same manner and to the same extent as they would as such Council of Management or Governing Body have been if no incorporation had been effected, and the incorporation of the Association shall not diminish or impair any control or authority exercisable by the Chancery Division, the Charity Commissioners or the Minister of Education over such Council of Management or Governing Body but they shall as regards any such property be subject jointly and separately to such control or authority as if the Association were not incorporated. In case the Association shall take or hold any property which may be subject to any trusts, the Association shall only deal with the same in such manner as allowed by law, having regard to such trusts.

4. The income and property of the Association, whencesoever derived, shall be applied solely towards the promotion of the objects of the Association as set forth in this Memorandum of Association, and no portion thereof shall be paid or transferred directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to the members of the Association.

Provided that nothing herein shall prevent the payment, in good faith, of reasonable and proper remuneration to any officer or servant of the Association, or to any member of the Association, in return for any services actually rendered to the Association, nor prevent the payment of interest at a rate not exceeding 5 per cent. per annum on money lent or reasonable and proper rent for premises demised or let by any member to the Association, ~~but so that no member of the Council of Management or Governing Body of the Association shall be appointed to any salaried office of the Association or any office of the Association paid by fees, and that no remuneration or other benefit in money or money's worth shall be given by the Association to any member of such Council or Governing Body, except repayment of out of pocket expenses and interest at the rate aforesaid on money lent or reasonable and proper rent for premises demised or let to the Association, provided that the provision last aforesaid shall not~~

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~~apply to any payment to any company of which a member of the Council of Management or Governing Body may be a member, and in which such member shall not hold more than one hundredth part of the capital, and such member shall not be bound to account for any share of profits he may receive in respect of any such payment.~~

5. The liability of the members is limited.

6. Every member of the Association undertakes to contribute to the assets of the Association, in the event of the same being wound up while he is a member, or within one year after he ceases to be a member, for payment of the debts and liabilities of the Association contracted before he ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding £1.

7. If upon the winding up or dissolution of the Association there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Association, but shall be given or transferred to some other institution or institutions having objects similar to the objects of the Association, and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Association under or by virtue of clause 4 hereof, such institution or institutions to be determined by The Fidelity Trust Limited (or if at the date of such winding up or dissolution The Fidelity Trust Limited shall itself have been wound up then such institution or institutions shall be determined by the members of the Association at or before the time of dissolution), and if and so far as effect cannot be given to such provision, then to some charitable object.

8. True accounts shall be kept of the sums of money received and expended by the Association, and the matters in respect of which such receipts and expenditure take place, of all sales and purchases of goods by the Association and of the property, credits and liabilities of the Association; and, subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the regulations of the Association for the time being, such accounts shall be open to the inspection of the members. Once at least in every year the accounts of the Association shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by one or more properly qualified Auditors or Auditors.

No. 556463

The Companies Act, 1948



Special Resolution
OF
HEATHFIELD SCHOOL LIMITED

Passed 21st October, 1958

AT the SECOND ANNUAL GENERAL MEETING of the above-named Company, duly convened, and held at 1 Gresham Street, London, E.C.2, on the 21st day of October, 1958, the following RESOLUTION was duly passed as a SPECIAL RESOLUTION:—

RESOLUTION

That Article 12 of the Company's Articles of Association be read and construed as if the word "seven" was deleted and the word "three" was substituted therefor.

W. P. SPENS.

Chairman.

The Companies Act, 1948



COMPANY LIMITED BY SHARES

Special Resolutions

OF

HEATHFIELD SCHOOL LIMITED

Passed 28th November, 1961

AT the FIFTH ANNUAL GENERAL MEETING of the above-named Company, duly convened, and held at 10 Upper Berkeley Street, London, W.1, on the 28th day of November, 1961, the following RESOLUTIONS were duly passed as SPECIAL RESOLUTIONS:—

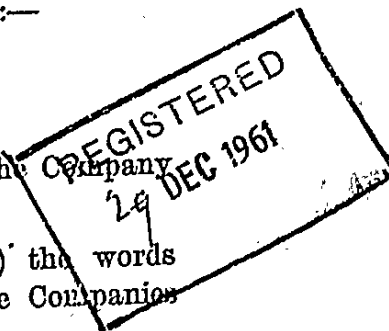
RESOLUTIONS

1. That the Memorandum of Association of the Company be altered as follows:—

(A) By deleting in clause 3, sub-clause (F) the words "Subject to the provisions of section 14 of the Companies Act, 1948,".

(B) By substituting for clause 3, sub-clause (J) the following new sub-clause, namely:—

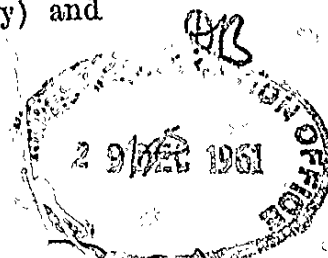
"(J) To invest the moneys of the Association not immediately required for its purposes in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and



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Presented by:

B. D. No. 6. 1 Gieslen St E.C.2



such consents (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided."

(C) By deleting from clause 3, sub-clause (L) the words "or of its members".

(D) By deleting the last two paragraphs of clause 3 and substituting therefor the following provision, namely :—

" Provided also that :—

- (i) In case the Association shall take or hold any property which may be subject to any trusts, the Association shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts.
- (ii) The Association shall not support with its funds any object, or endeavour to impose on or procure to be observed by its members or others, any regulation, restriction or condition which, if an object of the Association, would make it a Trade Union.
- (iii) In case the Association shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales or Minister of Education, the Association shall not sell, mortgage, charge or lease the same without such authority, approval or consent as may be required by law, and as regards any such property the Council of Management or Governing Body of the Association shall be chargeable for any such property that may come into their hands and shall be answerable and accountable for their own acts, receipts, neglects and defaults, and for the due administration of such property in the same manner and to the same extent as they would as such Council of Management or Governing Body have been if no incorporation had been effected, and the incorporation of the Association shall not diminish or impair any control or authority exercisable by the Chancery Division, the Charity Commissioners or the Minister of Education over such Council of Management or Governing Body, but they shall as regards any such property be subject jointly and separately to such control or authority as if the Association were not incorporated."

(E) By adding at the end of clause 4 the words "but so that no member of the Council of Management or Governing

Body of the Association shall be appointed to any salaried office of the Association or any office of the Association paid by fees, and that no remuneration or other benefit in money or money's worth shall be given by the Association to any member of such Council or Governing Body, except repayment of out-of-pocket expenses and interest at the rate aforesaid on money lent or reasonable and proper rent for premises demised or let to the Association; provided that the provision last aforesaid shall not apply to any payment to any company of which a member of the Council of Management or Governing Body may be a member, and in which such member shall not hold more than one-hundredth part of the capital, and such member shall not be bound to account for any share of profits he may receive in respect of any such payment."

2. That the Articles of Association of the Company be altered as follows:—

(A) By deleting from Article 5 the words "in accordance with the provisions hereinafter contained".

(B) By substituting in Article 30 for the words "Article 36 (A)" the words "Article 36 (G)".

(C) By substituting in Article 60 for the number "9" the number "7".

3. That subject to the approval of the Board of Trade the name of the Company be altered to "HEATHFIELD SCHOOL".

R. L. JAMES,
Chairman.

COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL



no 5 (20224)
29.12.61

Memorandum of Association

OF

HEATHFIELD SCHOOL LIMITED

1. The name of the Company (hereinafter called "the Association") is "HEATHFIELD SCHOOL LIMITED."
2. The registered office of the Association will be situate in England.
3. The objects for which the Association is established are—
 - (A) To carry on, whether in the United Kingdom or abroad, a school or schools where girl students may obtain a sound education of the highest order, and in particular (but without limiting the generality of the foregoing provision) to carry on at Ascot or elsewhere the school at Ascot, in the County of Berks, known as Heathfield, heretofore carried on by Heathfield School Limited, and previously by Miss Eleanor Beatrice Wyatt, and with a view thereto forthwith upon incorporation to purchase shares and hold shares in Heathfield School Limited and to enter into an agreement upon the terms, with or without modification, of a draft agreement which has already been prepared and is expressed to be made between Theophilus Garfield Skyrme and Lawrence Austin Biddle the executors of the said Miss Eleanor Beatrice Wyatt of the first part, Heathfield School Limited of the second part, the Association of the third part and Emmie May Moore the wife of Norman Cameron Moore of the fourth part, and to carry the same into effect with or without modification.
 - (B) To act (subject to the approval of the Lord Chancellor) without remuneration as a trust corporation in relation to charitable, ecclesiastical or public trusts.
 - (C) To provide prizes, scholarships and exhibitions for students, whether at any school belonging to the

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12 JAN 1962

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12 JAN 1962

Presented by
P.M.

Association or at any other school, college or institution.

- (D) To provide any accommodation which may be deemed desirable for the pupils attending and persons employed at the school or schools of the Association, including class rooms, sitting rooms, dormitories, studios, libraries, laboratories, music rooms, sanatoria, swimming and other baths and gymnasia, and to afford to all pupils and such persons facilities and conveniences for reading, writing and exercise all all descriptions.
- (E) To afford to all pupils attending the school or schools of the Association, facilities for playing games of cricket, lacrosse, bowls, golf, badminton, lawn tennis or other games or any other kind of amusement, sport or entertainment.
- (F) To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges which the Association may think necessary or convenient for the promotion of its objects, and to construct, maintain and alter any buildings or erections necessary or convenient for the work of the Association.
- (G) To sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Association, as may be thought expedient with a view to the promotion of its objects.
- (H) To undertake and execute any trusts which may lawfully be undertaken by the Association and may be conducive to its objects.
- (I) To borrow or raise money for the purposes of the Association on such terms and on such security as may be thought fit.
- (J) To invest the moneys of the Association not immediately required for its purposes in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided.
- (K) To establish and support or aid in the establishment and support of any charitable associations or institutions and to subscribe or guarantee money for charitable purposes in any way connected with the purposes of the Association or calculated to further its objects
- (L) To grant pensions or gratuities to any employees or ex-employees of the Association or its predecessors

in business, or the relations, connections or dependents of any such persons, and to establish or support associations, institutions, clubs, funds and trusts calculated to benefit any such persons, or otherwise advance the interests of the Association.

- (M) To do all such other things as are incidental or conducive to the attainment of the above objects or any of them.

Provided always and it is hereby declared that-

- (i) The Association is established for charitable purposes only within the legal meaning of that phrase and its property and income shall be held and applied for those purposes only; and
- (ii) All the objects and powers of the Association shall be construed as limited by the foregoing terms of this proviso which shall be treated as overriding in effect and as governing all the provisions of this Memorandum of Association notwithstanding anything expressed or implied therein to the contrary.

Provided also that:-

- (i) In case the Association shall take or hold any property which may be subject to any trusts, the Association shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts.
- (ii) The Association shall not support with its funds any object or endeavour to impose on or procure to be observed by its members or others, any regulation restrictions or condition which if an object of the Association would make it a Trade Union.
- (iii) In case the Association shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales or Minister of Education, the Association shall not sell, mortgage, charge or lease the same without such authority, approval or consent as may be required by law, and as regards any such property the Council of Management or Governing Body of the Association shall be chargeable for any such property that may come into their hands and shall be answerable and accountable for their own acts, receipts, neglects and defaults, and for the due administration of such property in the same manner and to the same extent as they would as such Council of Management or Governing Body have been if no incorporation had been effected, and the incorporation of the Association shall not diminish or impair any control or authority exercisable by the Chancery

Division, the Charity Commissioners or the Minister of Education over such Council of Management or Governing Body but they shall as regards any such property be subject jointly and separately to such control or authority as if the Association were not incorporated.

4. The income and property of the Association, whencesoever derived, shall be applied solely towards the promotion of the objects of the Association as set forth in this Memorandum of Association, and no portion thereof shall be paid or transferred directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to the members of the Association.

Provided that nothing herein shall prevent the payment, in good faith, of reasonable and proper remuneration to any officer or servant of the Association, or to any member of the Association, in return for any services actually rendered to the Association, nor prevent the payment of interest at a rate not exceeding 5 per cent. per annum on money lent or reasonable and proper rent for premises demised or let by any member to the Association; but so that no member of the Council of Management or Governing Body of the Association shall be appointed to any salaried office of the Association or any office of the Association paid by fees, and that no remuneration or other benefit in money or money's worth shall be given by the Association to any member of such Council or Governing Body, except repayment of out-of-pocket expenses and interest at the rate aforesaid on money lent or reasonable and proper rent for premises demised or let to the Association; provided that the provision last aforesaid shall not apply to any payment to any company of which a member of the Council of Management or Governing Body may be a member, and in which such member shall not hold more than one hundredth part of the capital, and such member shall not be bound to account for any share of profits he may receive in respect of any such payment but so that no member of the Council of Management or Governing Body of the Association shall be appointed to any salaried office of the Association or any office of the Association paid by fees, and that no remuneration or other benefit in money or money's worth shall be given by the Association to any member of such Council or Governing Body, except repayment of out-of-pocket expenses and interest at the rate aforesaid on money lent or reasonable and proper rent for premises demised or let to the Association; provided that the provision last aforesaid shall not apply to any payment to any company of which a member of the Council of Management or Governing Body may be a member, and in which such member shall not hold more than one-hundredth part of the capital, and such member shall not be bound to account for any share of profits he may receive in respect of any such payment.

5. The liability of the members is limited.

6. Every member of the Association undertakes to contribute to the assets of the Association, in the event of the same being wound up while he is a member, or within one year after he ceases

to be a member, for payment of the debts and liabilities of the Association contracted before he ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves such amount as may be required not exceeding £1.

7. If upon the winding up or dissolution of the Association there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall be paid to or distributed among the members of the Association, but shall be given or transferred to some other institution or institutions having objects similar to the objects of the Association, and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Association under or by virtue of clause 4 hereof, such institution or institutions to be determined by The Fidelity Trust Limited (or if at the date of such winding up or dissolution The Fidelity Trust Limited shall itself have been wound up then such institution or institutions shall be determined by the members of the Association at or before the time of dissolution), and if and so far as effect cannot be given to such provision, then to some charitable object.

8. True accounts shall be kept of the sums of money received and expended by the Association, and the matters in respect of which such receipts and expenditure take place, of all sales and purchases of goods by the Association and of the property, credits and liabilities of the Association; and, subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the regulations of the Association for the time being, such accounts shall be open to the inspection of the members. Once at least in every year the accounts of the Association shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by one or more properly qualified Auditor or Auditors.

- - - - -

WE, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS.

WILLIAM PATRICK SPENS, 12, King's Bench Walk, Temple,
London, E.C.4. Queen's Counsel.

KATE MARGARET THOMAS, Doliven, Abenporth, Cardigan,
Spinster.

THEOPHILUS GARFIELD SKYRME, Tittensor, Ascot, Berks,
Major (Retired) in H.M. Army.

ERIC KNIGHTLEY CHETWODE HAMILTON, Bishop, The Deanery,
Windsor Castle, Berks, Dean of Windsor.

REGINALD HAYNES BARROW, Manor Cottage, South Moreton,
Berks, Ministry of Education Inspector (Retired).

HILDA SALISBURY-JONES, Mill Down, Hambledon, Hants,
Married Woman.

CHARLES BERNARD MORTLOCK, 45, Warwick Square, Westminster,
S.W.1. Clerk in Holy Orders; Canon and Treasurer of Chichester
Cathedral.

DATED this 18th day of October, 1955.

WITNESS to the above Signatures--

L.A. BIDDLE,
1, Gresham Street,
London, E.C.2.
Solicitor.



LICENCE BY THE BOARD OF TRADE,

pursuant to Section 19(2) of the Companies Act, 1948



6463

WHEREAS it has been proved to the satisfaction of the Board of Trade that the objects of

HEATHFIELD SCHOOL LIMITED

which was registered under the Companies Act, 1948 (hereinafter called the "Act") are restricted to those specified in subsection (1) of Section 19 of the Act, and to objects incidental or conducive thereto and that by its constitution the said Company is required to apply its income and property whencesoever derived solely towards the promotion of the objects of the said Company as set forth in its Memorandum of Association and that no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend or bonus to the members of the said Company.

NOW, THEREFORE, in consideration of the provisions and conditions contained in the Memorandum and Articles of Association of the said Company and on the condition that no addition, alteration or amendment shall be made to or in the Memorandum of Association or the regulations contained in the Articles of Association for the time being in force, unless the same have been previously submitted to and approved by the Board of Trade, the Board in pursuance of the powers conferred upon them by subsection (2) of the said Section 19, do by this their licence authorise the said Company to make a change in its name ~~including~~ consisting of the omission of the word "Limited."

SIGNED this sixteenth day of February, 19 62.

JBSmith

An Assistant Secretary of the Board of Trade



No. C.172

DUPLICATE FOR THE FILE.

No. 556453

26



Certificate of Incorporation on Change of Name

Whereas

HEATHFIELD SCHOOL LIMITED

was incorporated as a limited company under the
Companies Act, 1948,

on the **twenty-sixth** day of **October, 1955**

And whereas by special resolution of the Company and with the approval
of the Board of Trade it has changed its name.

Now therefore I hereby certify that the Company is a limited company
incorporated under the name of..

HEATHFIELD SCHOOL
(the word "LIMITED" being omitted by licence of the
Board of Trade) **twenty-second**

Given under my hand at London, this **February** **One thousand nine hundred and sixty two.**

L.S. Whitfield
ASSISTANT Registrar of Companies.

Certificate received by

A.R. Wyllie

for Biddle & Co 1 Grosvenor Street

Date

26th Feb 1956

London E.C.2.

THE COMPANIES ACTS 1948 TO 1976

A

Notice of new accounting reference date given during the course of an accounting reference period

Pursuant to section 3(1) of the Companies Act 1976

3

Please do not write in this binding margin

Please complete legibly, preferably in black type, or bold black lettering

To the Registrar of Companies

For official use

[78]

Name of company

HEATHFIELD SCHOOL

limited

*delete if inappropriate

Note

Please read notes 1 to 5 overleaf before completing this form

hereby gives you notice in accordance with section 3(1) of the Companies Act 1976 that the company's new accounting reference date on which the current accounting reference period and each subsequent accounting reference period of the company is to be treated as coming, or as having come, to an end is as shown below:

Company number Day Month

556 463

3 1 0 8

†delete as appropriate

The current accounting reference period of the company is to be treated as [shortened] [extended]† and [is to be treated as having come to an end] [will come to an end]† on

Day Month Year

3 1 0 8 1 9 8 5

See note 4(c) and complete if appropriate

If this notice states that the current accounting reference period of the company is to be extended, and reliance is being placed on section 3(6)(c) of the Companies Act 1976, the following statement should be completed:

†delete as appropriate

~~The company is a subsidiary holding company of~~

company number

~~the accounting reference date of which is~~

§delete as appropriate

Signed

J A Baulhouse.

[Director] [Secretary] §Date 22 July 1985

Presenter's name, address and reference: (if any)

Biddle & Co,
1 Gresham Street,
London EC2V 7BU.

For official use

Data punch

General section

Post room

