

THE COMPANIES ACTS 1985 TO 2006

**COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL**

ARTICLES OF ASSOCIATION
of
BEECHWOOD PARK SCHOOL LIMITED

Incorporated on 23 September 1964

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BEECHWOOD PARK SCHOOL LIMITED

1. NAME AND REGISTERED OFFICE

- 1.1 The name of the **Charity** is Beechwood Park School Limited.
- 1.2 The registered office of the Charity is to be in England and Wales.

2. INTERPRETATION

- 2.1 The interpretation provision in **Article** 19 shall apply.
- 2.2 The emboldening of a word or expression on the first occasion that it is used indicates that the word or expression is defined in Article 19.

3. OBJECTS

- 3.1 The **Objects** of the Charity are the advancement of education by the provision and conduct of the **School** known as Beechwood Park School together with any of its affiliated or subsidiary Schools (howsoever the same shall from time to time be known) and by ancillary or incidental educational

activities and any other associated activities for the benefit of the community as a whole.

4. POWERS

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

- 4.1 to award scholarships, bursaries and other allowances;
- 4.2 to provide books, equipment and accommodation;
- 4.3 to provide advice;
- 4.4 to provide playing fields, courts, swimming baths and other recreational grounds, facilities and equipment;
 - 4.4.1 to promote or carry out research;
- 4.5 to organise (or to make grants or loans towards the costs of others organising) meetings, lectures, conferences broadcasts or courses of instruction;
- 4.6 to publish or distribute information;
- 4.7 to co-operate or collaborate with other bodies and engage in joint ventures;
- 4.8 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;
- 4.9 to support, administer or set up other charities and undertake and execute charitable trusts;

- 4.10 to raise funds (but not by means of **Taxable Trading**);
- 4.11 to take and accept any gift of money, property or other assets whether subject to any special trusts or not;
- 4.12 to borrow money and give security for loans (but only in accordance with the restrictions imposed by the **Charities Acts**);
- 4.13 to acquire or hire property rights or privileges of any kind and to construct, restore, improve, maintain and alter such property;
- 4.14 to let or dispose of or turn to account property of any kind (but only in accordance with the restrictions imposed by the Charities Acts);
- 4.15 to make planning applications, applications for consent under bye-laws or building regulations or other similar applications;
- 4.16 to pay any rent and other outgoings and expenses in relation to property and to execute and do all such other instruments, acts and things as may be requisite in connection with the use, maintenance, upkeep, expansion, alteration or improvement of such property;
- 4.17 to purchase lease or hire and operate and maintain any equipment necessary or convenient for the administration of the Charity;
- 4.18 to make grants or loans of money and to give guarantees;
- 4.19 to set aside funds for special purposes or as reserves against future expenditure;
- 4.20 to draw, make, accept, endorse, discount, negotiate, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts;

- 4.21 to deposit or invest funds in any manner (but to invest only after obtaining advice from a **Financial Expert**, unless the Governors reasonably conclude that in all the circumstances it is unnecessary or inappropriate to do so, and having regard to the suitability of investments and the need for diversification);
- 4.22 to delegate the management of investments to a Financial Expert, but only on terms that:
- (a) 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 Governors;
 - (b) require the Financial Expert to report every transaction to the Governors promptly;
 - (c) require the Financial Expert to review the performance of the investments with the Governors regularly;
 - (d) entitle the Governors to cancel the delegation arrangement at any time;
 - (e) require the investment policy and the delegation arrangement to be reviewed with the Governors at least once a **Year**;
 - (f) require all payments to the Financial Expert to be on a scale or at a level which is agreed in advance and to be notified promptly to the Governors on receipt;
 - (g) prohibit the Financial Expert from doing anything outside the powers of the Governors;
- 4.23 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 Governors or

by a Financial Expert acting under the instructions of the Governors) and to pay any reasonable fee required;

- 4.24 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;
- 4.25 to insure the Governors 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 which is or is alleged to be a breach of trust or breach of duty, unless the Governor concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;
- 4.26 subject to Article 8, to employ officers, employees and workers and to engage consultants, advisers, agents and volunteers;
- 4.27 to provide and contribute to superannuation or pension funds for the officers, employees and workers of the Charity or any of them or otherwise to make provision for such officers employees and workers, their widows and children;
- 4.28 to enter into contracts to provide services to or on behalf of other bodies;
- 4.29 to arrange for the amalgamation or merger of the Charity with any charitable organisation the purposes of which in the opinion of the Governors are similar to the purposes of the Charity either alone or as amalgamated;
- 4.30 to establish or acquire subsidiary companies;
- 4.31 to pay the reasonable and proper costs of forming and administering the Charity; and
- 4.32 to do anything else within the law which promotes or helps to promote the Objects.

5. **THE GOVERNORS**

5.1 The Governors as Charity Trustees have control of the Charity and its property and funds.

5.2 The number of Governors shall be not less than nine and not more than nineteen, and the usual number of Governors shall be sixteen. All of the Governors must be **Members**.

5.3 Any person who is willing to act as a Governor of the Charity and is permitted to be so appointed by the law and the **Articles**, may be appointed to be a Governor by a decision of the Governors.

5.4 Subject to Articles 5.6 and 5.7, Governors shall hold office for a period of five years.

5.5 Any retiring Governor who remains qualified may be re-appointed for a second five year term. Subject to Article 5.6, no Governor shall hold office for more than two consecutive five year terms.

5.6 Notwithstanding Article 5.5:

5.6.1 the **Chair** and **Vice Chair** may be re-appointed for a maximum of three consecutive five year terms;

5.6.2 the **Standing Chair** and **Standing Vice Chair** may be re-appointed for a maximum of three terms of office, their first such term being deemed to expire on the date noted next to their name in Article 19, and their second and third such terms being five year terms;

5.6.3 the **Standing Governors** may be re-appointed for a maximum of two terms of office, their first such term being deemed to expire on the date noted next to their name in Article 19, and their second such term being a five year term; and

5.6.4 by resolution of at least 75% of the Governors, a Governor who has held office for two consecutive terms of office may be re-appointed for one additional five year term.

5.7 A Governor's term of office automatically terminates if he:

- (a) is disqualified under the Charities Acts from acting as a Charity Trustee;
- (b) is incapable, whether mentally or physically, of managing his own affairs;
- (c) is absent from 3 consecutive meetings of the Governors without consent;
- (d) ceases to be a Member;
- (e) resigns by **Written** notice to the Governors (but only if at least two Governors will remain in office);
- (f) is removed by Ordinary Resolution at a general meeting after the meeting has invited the views of the Governor concerned and considered the matter in the light of any such views; or

5.8 A technical defect in the appointment of a Governor of which the Governors are unaware at the time does not invalidate decisions taken at a meeting.

6. PROCEEDINGS OF GOVERNORS

6.1 The Governors must hold at least three meetings each Year.

- 6.2 A quorum at a meeting of the Governors is three Governors or such other number as the Governors may from time to time decide.
- 6.3 Any Governor may call a meeting of the Governors by giving reasonable notice of the meeting to the Governors or by authorising the **Secretary** to give such notice.
- 6.4 A meeting of the Governors may be held either in person or by suitable electronic means agreed by the Governors in which all participants may communicate with all the other participants.
- 6.5 The Chair or (if the Chair is unable or unwilling to do so), a Vice Chair or (if a Vice Chair is unable or unwilling to do so) some other Governor chosen by the Governors present, presides at each meeting.
- 6.6 Every issue may be determined by a simple majority of the votes cast at a meeting but a Written resolution circulated to all the Governors who would have been eligible to vote on the matter at a meeting of the Governors and approved by a simple majority of them is as valid as a resolution passed at a meeting and for this purpose:
- (a) the number of Governors who approve the resolution must be at least as many as would be required to form a quorum at a meeting of the Governors; and
 - (b) the resolution may be contained in more than one document and will be treated as passed on the date of the last signature.
- 6.7 Except for the chair of the meeting, who in the case of an equality of votes has a second or casting vote, every Governor has one vote on each issue.
- 6.8 A Governor must avoid a situation in which he has an interest or duty that conflicts or possibly may conflict with the interests of the Charity. This duty is not infringed if:

- (a) the situation cannot reasonably be regarded as likely to give rise to a conflict of interest;
- (b) the situation is authorised by the Governors in accordance with Article 6.9;
- (c) the situation relates to the purchase of trustee indemnity insurance in accordance with Article 4.25; or
- (d) the situation relates to the setting of fees and the Governor complies with Article 6.11.

6.9 If a conflict of interests arises for a Governor, the unconflicted Governors may authorise such a conflict of interests provided that:

- (a) the procedure in Article 6.10 is followed;
- (b) authorisation will not result in any direct or indirect **Material Benefit** being conferred on any Governor or any **Person Connected to a Governor** that would not be permitted by Article 8; and
- (c) the unconflicted Governors consider it is in the best interests of the Charity to authorise the conflict of interest in the circumstances.

6.10 Whenever a Governor has an interest in a matter to be discussed at a meeting of the Governors or a committee the Governor concerned must:

- (a) declare his interest before discussion begins on the matter;
- (b) withdraw from the meeting for that item unless expressly invited to remain in order to provide information;
- (c) not be counted in the quorum for that part of the meeting;
- (d) withdraw during the vote and have no vote on the matter.

6.11 Whenever a Governor has an interest in the setting of fees to be discussed at a meeting of the Governors or a committee the Governor concerned may remain in the meeting and participate in the discussion provided that he:

- (a) declares his interest before discussion begins on the matter;
- (b) is not counted in the quorum for that part of the meeting;
- (c) withdraws during the vote and has no vote on the matter.

For the avoidance of doubt, a Governor has an interest in the setting of fees if he has a child or grandchild who is a pupil or a prospective pupil at the School.

6.12 A procedural defect of which the Governors are unaware at the time does not invalidate decisions taken at a meeting.

7. **POWERS OF GOVERNORS**

7.1 The Governors 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 Acts**, the Articles or any **Special Resolution**.

7.2 Without prejudice to Article 7.1, the Governors may:

- (a) appoint (and remove) any individual (who may be a Governor) to act as Secretary to the Charity;
- (b) appoint a Chair, Finance Chair and other honorary officers from among their number;
- (c) delegate any of their functions to committees, consisting of two or more individuals appointed by them, for the purpose of making recommendations to the Governors in relation to matters which they

have been asked to consider or which otherwise fall within their terms of reference;

- (d) make regulations consistent with the Articles and the Companies Acts to govern:
 - (i) proceedings at general meetings;
 - (ii) proceedings at meetings of Governors and meetings of committees; and
 - (iii) the administration of the Charity and the use of its seal (if any);
- (e) establish procedures to assist the resolution of disputes within the Charity;
- (f) exercise any powers of the Charity which are not reserved to a general meeting.

7.3 If the Governors shall at any time be or be reduced in number to less than the number prescribed by Article 5.2 it shall be lawful for them to act as Governors for the purposes of admitting persons as Governors filling up vacancies in their body or summoning a general meeting but not for any other purpose.

8. BENEFITS TO MEMBERS AND GOVERNORS

8.1 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:

- (a) Members (and Governors) may be paid interest at a reasonable rate on money lent to the Charity;

- (b) Members (and Governors) may be paid a reasonable rent or hiring fee for property let or hired to the Charity;
- (c) Members (and Governors) who are beneficiaries may receive charitable benefits in that capacity.

8.2 A Governor must not receive any payment of money or other Material Benefit (whether directly or indirectly) from the Charity except:

- (a) as mentioned in Articles 4.25, 8.1(a), 8.1(b), 8.1(c), 8.3 or 17;
- (b) reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Charity;
- (c) payment to any company in which a Governor has no more than a 1% shareholding;
- (d) any remission of fees consequent upon the proper award of a scholarship or bursary to a child or grandchild of a Governor;
- (e) in exceptional cases, other payments or benefits (but only with the written approval of the **Commission** in advance).

8.3 Any Governor (or any Person Connected to a Governor whose remuneration might result in a Governor 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:

- (a) the goods or services are actually required by the Charity;
- (b) any conflict of interests is authorised by the Governors in accordance with Article 6.9;

- (c) 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 6.10;
- (d) in any financial year, no more than one half of the Governors are subject to such a contract (or have a person connected to them who is subject to such a contract).

9. MEMBERSHIP

- 9.1 The Charity must maintain a register of Members in accordance with the Companies Acts.
- 9.2 Membership of the Charity is open to the Governors only and each Governor must consent in writing to act as a Member upon their appointment as a Governor.
- 9.3 Membership is terminated if the Member concerned:
 - (a) gives Written notice of resignation to the Charity;
 - (b) dies or (in the case of an organisation) ceases to exist; or
 - (c) ceases to be a Governor.
- 9.4 Membership of the Charity is not transferable.

10. GENERAL MEETINGS

- 10.1 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.

- 10.2 There is a quorum at a general meeting if the number of Members present in person or by proxy is at least three.
- 10.3 The Chair or (if the Chair is unable or unwilling to do so) a Member elected by those present presides at a general meeting.
- 10.4 A general meeting may be called at any time by the Governors.
- 10.5 A general meeting may be called on a Written request to the Governors from at least 5% of the Members.
- 10.6 On receipt of a Written request made pursuant to Article 10.5, the Governors must call a general meeting within 21 days and the general meeting must be held not more than 28 days after the date of the notice calling the general meeting.

11. APPOINTMENT OF PROXIES

- 11.1 Proxies may only be validly appointed by a notice In Writing which:
- (a) states the name and address of the Member appointing the proxy;
 - (b) identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed;
 - (c) is signed by the Member appointing the proxy or is authenticated in such manner as the Governors may determine;
 - (d) is delivered to the Charity in accordance with Article 15.8;
 - (e) is received by the Charity at least 48 hours before the meeting to which it relates.

- 11.2 The Charity may require proxy notices to be delivered in a particular form and may specify different forms for different purposes.
- 11.3 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.
- 11.4 Unless a proxy notice indicates otherwise, it should be treated as:
- (a) allowing the person appointed under it as a proxy discretion on how to vote on any ancillary or procedural resolution put to the meeting;
 - (b) 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.
- 11.5 An appointment under a proxy notice may be revoked by delivering to the Charity, in accordance with Article 15.8, 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.

12. VOTING AT GENERAL MEETINGS

- 12.1 A resolution at a general meeting shall be decided by a show of hands, unless a poll is demanded.
- 12.2 Except where otherwise provided by the Companies Acts, every issue is decided by a majority of the votes cast.
- 12.3 Subject to Article 12.4, every Member present in person or by proxy or through an Authorised Representative) has one vote on each issue.
- 12.4 A person who has been appointed as proxy for more than one Member has only one vote on a show of hands.

- 12.5 A poll on a resolution may be demanded:
- (a) in advance of the general meeting where it is to be put to the vote; or
 - (b) 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.
- 12.6 A poll may be demanded by two or more persons having the right to vote on the resolution.
- 12.7 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.
- 12.8 Polls must be taken immediately and in such manner as the chair of the meeting directs.

13. WRITTEN RESOLUTIONS

- 13.1 Subject to Article 13.7, any resolution that may be passed validly at a general meeting of the Charity may be passed as a written resolution.
- 13.2 A written resolution may be proposed by the Governors or by 5% or more of the Members (on written request to the Governors).
- 13.3 The Governors must circulate any proposed written resolution to all Members, together with:
- (a) any accompanying statement;
 - (b) guidance on how to signify agreement to the resolution; and
 - (c) the date by which the resolution must be passed if it is not to lapse.

- 13.4 A Member signifies agreement to a proposed written resolution when the Charity receives from him an **Authenticated Document** (whether in hard copy or electronic form) identifying the resolution to which it relates and his agreement to it.
- 13.5 Subject to Article 13.6, a written resolution is passed when:
- (a) in the case of an Ordinary Resolution, a simple majority of all the Members have signified their agreement to it; and
 - (b) in the case of a Special Resolution, at least 75% of all the Members have signified their agreement to it.
- 13.6 A proposed written resolution lapses if it is not passed before the end of 28 days beginning on the first day on which it was circulated.
- 13.7 The following may not be passed as a written resolution:
- (a) a resolution to remove a Governor before his period of office expires; and
 - (b) a resolution to remove an auditor before his period of office expires.

14. RECORDS & ACCOUNTS

- 14.1 The Governors must comply with the requirements of the Companies Acts and of the Charities Acts 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:
- (a) annual reports;
 - (b) annual returns; and

- (c) annual statements of account.

14.2 The Governors must keep proper records of:

- (a) all resolutions of Members passed otherwise than at a general meeting;
- (b) all proceedings at general meetings;
- (c) all proceedings at meetings of the Governors;
- (d) all reports of committees; and
- (e) all professional advice obtained.

14.3 The records referred to in Articles 14.2(a), 14.2(b) and 14.2(c) must be kept for 10 years from the date of the resolution, general meeting or Governors' meeting, as relevant.

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

14.5 A copy of the Charity's latest available statement of account or annual report must be supplied to every Governor and the Charity's auditors, free of charge, no later than the last date on which such statement of account or annual report must be filed with the relevant authorities in compliance with the requirements of the Companies Act. 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.

15. COMMUNICATION WITH MEMBERS

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

- (a) by delivering it by hand to the address recorded for the Member in the register of Members;
- (b) 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;
- (c) by electronic mail to an email address notified by the Member in Writing;
- (d) by means of a website the address of which has been notified to the Member in Writing;

in accordance with this Article 15.

15.2 The Charity may only send a document or information to a Member by electronic mail:

- (a) where the Member concerned has agreed (either generally or in relation to the specific document or information) that it may be sent in that form; and
- (b) to the address specified for that purpose by the Member.

15.3 The Charity may send a document or information to a Member via a website if the Member concerned has not responded within 28 days of the Charity sending him a request asking him to agree to the Charity communicating with him in that manner, provided that:

- (a) the request stated clearly what the effect of failure to respond would be;
- (b) when the request is sent to the Member, at least 12 months have passed since the Charity last requested the Member to agree to receive the same or a similar type of document or information via a website;
- (c) the document or information concerned is made available in a form which enables the recipient to read it and retain a copy of it; and
- (d) the Charity complies with the requirements of Articles 15.4 and 15.5

15.4 When sending information or a document via a website, the Charity must notify each intended recipient of:

- (a) the presence of the document or information on the website;
- (b) the address of the website;
- (c) the place on the website where it may be accessed; and
- (d) how to access the document or information.

15.5 Where information or a document is sent to Members via a website in accordance with this Article, the document or information must remain on the website:

- (a) in the case of notice of a general meeting, until after the general meeting has ended; and
- (b) in all other cases, for 28 days beginning with the date on which the Charity sent notification pursuant to Article 15.4.

15.6 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:

- (a) 24 hours after being sent by electronic mail or delivered by hand to the relevant address;
- (b) two Clear Days after being sent by first class post to the relevant address;
- (c) three Clear Days after being sent by second class or overseas post to the relevant address;
- (d) on the date on which the notice was posted on a website (or, if later, the date on which the Member was notified of the posting on the website in accordance with Article 15.4);
- (e) on being handed to the Member (or, in the case of a Member organisation, its Authorised Representative) personally; or if earlier
- (f) as soon as the Member acknowledges actual receipt.

15.7 A technical defect in the giving of notice of which the Governors are unaware at the time does not invalidate decisions taken at a meeting.

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

- (a) by post to
 - (i) the Charity's registered office; or
 - (ii) any other address specified by the Charity for such purposes;
- (b) to any email address provided by the Charity for such purposes.

16. GUARANTEE

16.1 The liability of Members is limited.

16.2 Every Member promises, if the Charity is dissolved while he remains a Member or within 12 months afterwards, to pay up to one pound towards the costs of dissolution and the liabilities incurred by the Charity while he was a Member.

17. INDEMNITY

The Charity shall indemnify every Governor in respect of any **Relevant Liabilities Properly Incurred** in running the Charity to the extent permitted by the Companies Acts.

18. WINDING UP

18.1 The Charity 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:

- (a) by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects;
- (b) directly for the Objects or charitable purposes within or similar to the Objects;
- (c) in such other manner consistent with charitable status as the Commission approves In Writing in advance.

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

19. INTERPRETATION

19.1 In the Articles:

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, which 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);
Chair	means the chair of the Governors;
Charities Acts	means the Charities Acts 1992 to 2011;
Charity	means the company governed by the Articles;
Charity Trustee	has the meaning prescribed by section 97(1) of the Charities Act 1993;
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 Acts	means the Companies Acts 1985 to 2006;
Financial Expert	means an individual, company or firm who is an authorised person or an exempted person within the meaning of the Financial Services and Markets Act 2000;
Governor	means a director of the Charity and Governors means all of the directors. The Governors will also be the Members of the Charity;
Material Benefit	means a benefit which may or may not be financial but which has a monetary value;
Member and Membership	refer to membership of the Charity and each of the Members will also fulfil the role of Governor of the Charity;
Month	means calendar month;
Objects	means the objects of the Charity set out in Article 3;
Ordinary Resolution	means a resolution of the Members that is passed by a simple majority;
Person Connected To A Governor	means (a) a child, parent, grandchild, grandparent, brother or sister of a

Governor; (b) the spouse or civil partner of a Governor or anyone falling within paragraph (a); (c) a person carrying on business in partnership with a Governor or with any person falling within paragraph (a) or (b); (d) an institution which is controlled by a Governor or by any person falling within paragraphs (a) (b) or (c) (or which is controlled by any two or more such persons when taken together); (e) a body corporate in which a Governor or any person within paragraphs (a) to (c) has a substantial interest (or in which two or more such persons, taken together, have a substantial interest);

Personal Interest

means an interest which conflicts with the interests of the Charity but does not include an interest in purchasing Governor indemnity insurance;

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

means a liability incurred by a Governor (acting in that capacity) towards a third party, other than liability

(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 is convicted;
- (d) for defending civil proceedings in which judgment is given against him;
- (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;

and for the avoidance of doubt, does not include any liability of the Governor towards the Charity;

School

means Beechwood Park School;

Standing Governors

means:

Scott Black	28 April 2022
Andy Briscoe	1 September 2023
Jenny Brown	7 December 2025
Clare Cutler	24 September 2020
Guy Freeman	7 December 2025
Jonathan Gillespie	1 December 2019
Mark Hammond	1 December 2020
James Hodgson	5 December 2019
Gavin Mairs	1 September 2019
Richard Maloney	3 March 2022
Yvonne Mercer	1 October 2023
Neil Scragg	7 December 2025
Katharine Swaine	3 March 2022
Simon Thompson	28 April 2022
Russell Viner	15 September 2019

Standing Chair

means:

Mark Hammond	1 December 2020
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Standing Vice Chair

means:

Clare Cutler	24 September 2020
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Secretary

means the Secretary of the Charity;

Special Resolution

means a resolution of the Members that is passed by a majority of 75% or more;

Taxable Trading

means carrying on a trade or business on a continuing basis for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects, and the profits of which are liable to tax;

Vice Chair

means a Vice Chair of the Governors;

Written or In Writing

refers to a legible document on paper or a document which can be printed onto paper including electronic mail;

Year

means calendar year.

19.2 Except where the context requires otherwise, expressions defined in the Companies Acts have the same meaning in the Articles.

19.3 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.

19.4 References to one gender shall include any other gender.

19.5 Articles 3, 4.25, 8 and 18 must not be changed without the prior written authorisation of the Commission.

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