

Company number 00910504

PRIVATE COMPANY LIMITED BY GUARANTEE

WRITTEN RESOLUTION OF THE MEMBERS

of

**TAVERHAM HALL EDUCATIONAL TRUST LIMITED  
(Association)**

01 August 2017 (Circulation Date)

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the governors of the Association propose that the following resolution is passed as a special resolution (**Resolution**).

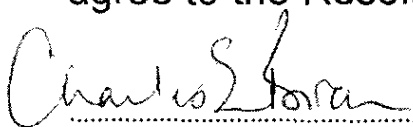
### **SPECIAL RESOLUTION**

That, the draft articles of association attached to this resolution be approved and adopted as the articles of association of the Association in substitution for, and to the exclusion of, the existing articles of association including the relevant provisions of the memorandum of association that would otherwise be treated as provisions of the articles under section 28 of the Companies Act 2006.

### **AGREEMENT**

Please read the notes at the end of this document before signifying your agreement to the Resolution.

We the undersigned, the persons entitled to vote on the Resolution on the Circulation Date, hereby irrevocably agree to the Resolution:



Charles Birch

01 August 2017

Dated

FRIDAY



\*A6C3FIMZ\*

A15

04/08/2017

#276

COMPANIES HOUSE

Company number 00910504

PRIVATE COMPANY LIMITED BY GUARANTEE

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Charles Birch

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Dated

  
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Brett Burton

01 August 2017  
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Dated

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John Miller

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Dated

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FRIDAY

A15

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04/08/2017  
COMPANIES HOUSE

#267

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Matthew Newnham

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Dated

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Sharon Turner

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Dated

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Graham Watson

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Dated

## **NOTES**

1. If you agree with the Resolution, please indicate your agreement by signing and dating this document where indicated above and returning it to the Association by delivering it by email or by hand or posting it for the attention of Lisa Morgan, Taverham Hall, Norwich, Norfolk NR8 6HU.
2. If you do not agree to the Resolution, you do not need to do anything; you will not be deemed to agree if you fail to reply.
3. Once you have indicated your agreement to the Resolution, you may not revoke your agreement.
4. Unless, by 28 days following the circulation date sufficient agreement has been received for the Resolution to pass, it will lapse. If you agree to the Resolution, please ensure that your agreement reaches us before or during this date.

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04/08/2017  
COMPANIES HOUSE

#266

  
Matthew Newnham

21 August 2017  
Dated

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Sharon Turner

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Dated

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Graham Watson

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Dated

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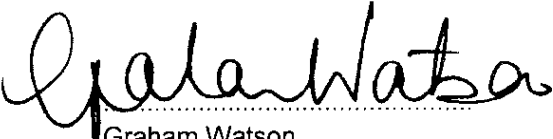


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THE COMPANIES ACTS, 1948 to 2006

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

OF

TAVERHAM HALL EDUCATIONAL TRUST LIMITED

1. In these presents the words standing 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                     | MEANINGS  |
|---------------------------|---|
| <b>The Act</b>            | The Companies Act 1948.   |
| <b>These presents</b>     | These Articles of Association and the regulations of the Association from time to time in force.  |
| <b>The Association</b>    | The above-named Association.  |
| <b>The Governors</b>      | The Governing Body for the time being of the Association.   |
| <b>The Office</b>         | The Registered Office of the Association.   |
| <b>The Seal</b>           | The Common Seal of the Association.   |
| <b>The United Kingdom</b> | Great Britain and Northern Ireland.   |
| <b>Month</b>              | Calendar month.   |
| <b>In writing</b>         | Written, printed or lithographed, or partly one and partly another, and other modes of representing or reproducing words in a visible form. |
| <b>The School</b>         | The undertaking known as Taverham Hall School, Norwich, Norfolk or any other school acquired by the Association in place thereof            |



|  |                         |
|--|-------------------------|
|  | or in addition thereto. |
|--|-------------------------|

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 the Association shall, if not inconsistent with the subject or context, bear the same meanings in these presents.

2. The Objects for which the Association is established are:-

(A) To acquire and take over as a going concern and carry on Taverham Hall School at Norwich, Norfolk heretofore carried on by John Segar Peel Esquire, and with a view thereto to enter into and carry into effect, with or without modification of the Agreement referred to in Article 10.

(B) To establish and maintain at the said premises, and as an independent object to establish or acquire as a going concern, and carry on or manage elsewhere, any subsidiary, affiliated or other schools for the education of boys, and if thought fit, for the education of girls either in connection with the above-mentioned School or as independent schools, and to supply to the pupils general instruction of the highest class, together with physical, moral and religious training, but so that each such school shall be carried on as an education charity.

3. (A) To carry on any schools acquired by the Association as educational charities and to use and apply for that purpose all moneys and property coming to it.

(B) To provide for the board, residence and accommodation of all or any of the pupils, masters, mistresses and other staff attached to any school for the time being carried on by the Association.

(C) To equip, furnish and fit up and maintain any school, schoolhouses, rooms and other buildings for any of the purposes of the Association.

(D) To award prizes and scholarships to pupils or intending pupils for proficiency in studies, exercise or games, and to provide pecuniary

exhibitions or scholarships for the benefit of pupils who become students at any of the universities or at any other places of education or who undertake any special course of instruction or research work and to provide means for training student teachers and students in the theory and practice of education.

- (E) To make donations or subscribe or guarantee money for the promotion of education.
- (F) To subscribe or guarantee money for charitable objects.
- (G) To act as trustees or managers of any property, endowment, legacy, bequest or gift for education purposes only.
- (H) To accumulate funds for such periods as is allowed by law, and to receive voluntary donations and subscriptions for any of the purposes of the Association.
- (I) To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges 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.
- (J) To sell, let, improve, manage, develop, exchange, lease, mortgage, dispose of, turn to account or otherwise deal with all or any of the property, rights or assets of the Association as may be thought expedient and to make available to others (whether or not for reward) the services of the Association's employees with a view in all cases to the furtherance of its objects.
- (K) To undertake and execute any trusts which may lawfully be undertaken by the Association and may be conducive to its objects.
- (L) To borrow or raise money for the purpose of the Association on such terms and on such security as may be thought fit.
- (M) To invest the monies of the Association not immediately required for the furtherance of its objects 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 to subscribe for either absolutely or conditionally or otherwise acquire and hold shares, stocks, debentures, debenture stock or other securities or obligations of any company which is or is intended to be a subsidiary of the Association (subsidiary having the meaning given to it

by the Companies Act 1985) and to contract with and provide loans, facilities, services and staff to any such subsidiary providing that the cost to the Association of any such provision is fully reimbursed.

- (N) To establish and support or aid in any 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.
- (O) Subject to Article 4 below to employ and pay such architects, surveyors, solicitors and other professional persons, workmen and other staff as are necessary for the furtherances of the objects of the Association.
- (R) To do all such other lawful things as are incidental to the attainment of the above objects or any of them.
- (S) To acquire, merge with or enter into any partnership or joint venture arrangement with any other charity having objects similar to any or all of the objects of the Association and in furtherance of any such merger or acquisition to take on the property and other assets and liabilities of the other charity and in furtherance particularly of any merger with another such charity on completion of which the Association will cease to exist to transfer the property and other assets and liabilities of the Association to the other charity at such time or times as is appropriate to facilitate the said merger.

PROVIDED ALWAYS (a) that the objects or powers contained in Sub-Articles (B) – (S) inclusive of this Article shall be deemed to be ancillary only to the principal objects of the Association; (b) that nothing hereinbefore contained shall be deemed to authorise the application of the property of the Association otherwise than in a manner calculated to promote its charitable objects; and (c) that in case the Association shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales or the Ministry 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 as may come into their hands, and shall be answerable and accountable for their own acts, receipts, neglects and defaults, and 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 would have been if no incorporated had been effective, 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 Secretary of State for Education and Science 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 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 contained shall prevent the payment in good faith of reasonably and proper remuneration to any officer or servant of the Association, or to any Member of the Association, or other person, in return for any services actually rendered to the Association, nor prevent the payment of interest at a rate not exceeding Five per centum per annum on money lent nor the repayment to any Member of any principal secured to such Member by any Debentures issued by the Association or the payment of interest at the rate aforesaid or repayment of principal to any Member in respect of any other money which may at any time be lend to the Association or reasonable and proper rent for premises demised or let by any Member to the Association; but so that no Member of the Council or Governing Body of the Association, other than the Headmaster for the time being of any school belonging to the Association, if a Member of such Council shall hold or 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 or money lent to the Association and proper rent for premises demised or let to the Association and except in the case of any such Headmaster his remuneration as such and pension on retirement.

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 such payment.

5. The Liability of the Members is Limited.
6. The Association may provide indemnity insurance to cover the liability of the members of the Governing Body which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the company: Provided that any such insurance shall not extend to any claim arising from any act or omission which the members knew to be a breach of trust or breach of duty or not and provided also

that any such insurance shall not extend to the costs of any unsuccessful defence to criminal prosecution brought against the members in their capacity as members of the Association.

7. The income and property of the Association, whencesoever derived, shall be applied solely towards the promotion of the objects of the 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 members of the Association, and no member of the Governing Body of the Association, other than the Headmaster or Headmistress for the time being of any school belonging to the Association if a member of such Governing Body, shall hold or be appointed to any salaried office or other benefit in money or money's worth shall be given by the Association to any member of such Governing Body; provided that nothing in this document shall prevent any payment in good faith by the Association:
- (A) of reasonable and proper remuneration for any services rendered to the Association by any member, officer or servant of the Association who is not a member of the Governing Body;
  - (B) of interest on money lent by any member of the Association or member of the Governing Body at a reasonable and proper rate not exceeding five per centum per annum on money lent nor the repayment to any member of any principal secured to such member by any Debentures issued by the Association or the payment of interest at the rate aforesaid or repayment of principal to any member in respect of any other money which may at any time be lent to the Association;
  - (C) of fees, remuneration or other benefit in money or monies worth to any Association of which a member of the Governing Body may also be a member holding not more than one hundredth part of the issued share capital of that Association;
  - (D) of reasonable and proper rent for property demised or let by any member of the Association or member of the Governing Body;
  - (E) to any member of the Governing Body of reasonable out-of-pocket expenses;
  - (F) of the remuneration of any such Headmaster or Headmistress and pension on retirement.
  - (G) of any premium in respect of any indemnity insurance to cover the liability of the directors which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty

which they may be guilty in relation to the Association. Provided that any such insurance shall not extend to any claim arising from any act or omission which the members of the Governing Body knew to be a breach of trust or breach of duty or which was committed by the members of the Governing Body in reckless disregard to whether it was a breach of trust or breach of duty or not and provided also that any such insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the directors in their capacity as members of the Governing Body or members of the Association.

(H) to any member of the Governing Body who possesses specialist skills or knowledge required by the Association for its proper administration, or reasonable charges for work of that nature done by him or her or by his or her firm, when instructed by the Association to act on its behalf. Provided that:

- (i) at no time shall a majority of the members of the Governing Body benefit under this provision; and
- (ii) a member of the Governing Body shall withdraw from any meeting whilst his or her instruction or remuneration, or that of his or her firm is being discussed.

8. Every Member of the Association undertakes to contribute to the assets of the Association, in the event of the same being wound up during the time that 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 the time he ceases to be a Member, and of the costs, charges and expenses of winding up the same, and for the adjustment of the rights of the contributories amongst themselves, such amount as may be required not exceeding One Pound.

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 or distributed among the Members of the Association, but shall, after due provision has been made for the continuance of any pensions or allowances to retired employees of the Association, or to the dependants of deceased employees in accordance with any pension scheme for the time being in force at the date of liquidation, either be given or transferred to three trustees, to be nominated by the Members of the Council of the Association, to be held by them upon trust to apply the same exclusively in such manner as they think fit for charitable purposes, including the promotion of educations generally, or 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 Article 4 hereof, such institution or institutions to 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 for the benefit of education generally.

10. The Agreement mentioned in sub-clause (a) of Article 2 is an Agreement between John Segar Peel of the one part and the Association of the other part. The Governors shall have full power to agree to any modification in the terms of the said Agreement, either before or after the execution thereof. Every Member of the Association shall be deemed to approve and become a Member of the Association with full notice of the terms and provisions of the said Agreement, and any such modification as aforesaid and shall be deemed to have expressly ratified the same accordingly.

#### MEMBERS

11. The Governors from time to time shall be the only Members of the Association. A Governor shall become a Member on becoming a Governor.
12. The Association shall maintain a register of Members and any person ceasing to be a Member shall be removed from the Register.
13. Membership is not transferable.
14. A Member shall cease to be a Member if they cease to be a Governor or die.

#### VOTES OF MEMBERS

15. Every Member shall have one vote.
16. Save as herein expressly provided no person other than a Member duly registered shall be entitled to be present or to vote on any question, either personally or by proxy, or as proxy for another Member, at General Meeting.
17. 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. Except in the case of a corporation, no person shall act as proxy who is not entitled to be present and vote in his own right. A corporation may vote by its duly authorised representative as provided by Section 139 of the Act.
18. The instrument appointing a proxy shall be in writing under the hand of the appointor or of 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.

19. The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed or a notorially certified or office copy thereof shall be deposited at the Office at least forty-eight hours before the time appointed for holding the Meeting or adjourned Meeting at which the person named in such 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, otherwise 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.
20. 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 shall have been received at the Office one hour at least before the time fixed for holding the Meeting or adjourned Meeting at which the proxy is to be used.
21. Any instrument appointing a proxy shall be in the following form, or as near thereto as circumstances will admit:-

#### TAVERHAM HALL EDUCATIONAL TRUST LIMITED

I, \_\_\_\_\_, of \_\_\_\_\_  
a Member of TAVERHAM HALL EDUCATIONAL TRUST LIMITED and entitled to  
one vote, hereby appoint \_\_\_\_\_, of \_\_\_\_\_,  
another Member of the Association, \_\_\_\_\_ and failing him, \_\_\_\_\_, of \_\_\_\_\_  
another Member of the Association, 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 any adjournment thereof.

As witness my hand this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

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

#### RELIGIOUS INSTRUCTION

22. The religious instruction at the School shall be in accordance with the teachings of the Church of England, but the School and all its benefits, including scholarships and exhibitions, shall be open to pupils of any creed.



## BORROWING POWERS

23. The Association may (subject to the provisions of these Articles) raise or borrow money for the purpose of the Association's business from a Governor or from any other person, and may secure the repayment of the same, together with any interest and premium thereon, by mortgage or charge upon the whole or any part of the assets and property of the Association, present or future, and may issues Bonds, Debentures, or Debenture Stock, either charges upon the whole or any part of the assets and property of the Association or not so charged, and in connection therewith may take out and keep on foot sinking fund or redemption policies.
24. The register of mortgages shall be open to inspection by any creditor or Member of the Association without payment, and by any other person on payment of the sum of one shilling for inspection.
25. A register of the holders of the Debentures or Debenture Stock of the Association shall be kept at the Office and shall be open to the inspection of the registered holder of any such Debentures or Debenture Stock and of any Member of the Association subject to such restrictions as the Association in General Meeting may from time to time impose. The Governors may close the said register for such period or periods as they may think fit not exceeding in the aggregate thirty days in each year.
26. If the Governors or any other person shall become personally liable for the payment of any sum primarily due from the Association, the Governors may execute or cause to be executed any mortgages or security over or affecting the whole or any part of the assets of the Association by way of indemnity to secure the Governors or persons so becoming liable as aforesaid from any loss in respect of such liability.

## GENERAL MEETINGS

27. The Association shall hold a General Meeting in every calendar year as its Annual General Meeting at such time and place as the Governors may determine, and shall specify the Meeting as such in the notices calling it, provided that every such General Meeting, except the first, shall be held not more than fifteen months after the holding of the last preceding 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.
28. All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings.
29. The Governors may, when they think fit, convene an Extraordinary General Meeting, and Extraordinary General Meetings shall also be convened on such requisition, or

in default may be called by such requisitionists, as provided by Section 132 of the Act.

30. If at any time there shall not be present in England and capable of acting sufficient Governors to form a quorum, the Governors in England capable of acting, or if there be no such Governors then any three Members may convene an Extraordinary General Meeting of the Association in the same manner as nearly as possible as that in which Meetings may be convened by the Governors.
31. In the case of an Extraordinary General Meetings called in pursuance of a requisition no business other than that stated in the requisition as the objects of the Meeting shall be transacted.
32. 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 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 entitled to receive notices thereof, or of such proportion thereof 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 thin fit. The accidental omission to give notice of a Meeting to any Member or the non-receipt by any Member of such notice, shall not invalidate the proceedings at any General Meeting.

#### PROCEEDINGS AT GENERAL MEETINGS

33. The business of an Annual General Meetings shall be to receive and consider the accounts and balance sheets and the reports of the Governors and Auditors, to elect Governors in place of those retiring and also additional Governors, and to elect Auditors and fix their remuneration. All other business transacted at an Annual General Meeting and all business transacted at an Extraordinary General Meeting shall be deemed special.
34. No business shall be transacted at any General Meeting unless a quorum of Members is present at the time when the Meeting proceeds to business and such quorum shall consist of not less than three Members personally present.
35. If within half an hour from the time appointed for the Meeting a quorum be not present, the Meeting, if convened upon 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, and if as such adjourned Meeting a quorum be not present within half an hour from the time appointed for the Meeting, those

Members who are present shall be deemed to be a quorum and may do all business which a full quorum might have done.

36. The President or, failing him, the Visitor or, failing him, the Chairman of the Governors, or in his absence the Vice-Chairman thereof, shall preside as Chairman at every General Meeting of the Association. If there be no such officers, or if at any Meeting none of them be present within fifteen minutes after the time appointed for holding the Meeting, the Members present shall choose one of the Governors present to be Chairman, or, if no Governors be present and willing to take the chair, the Members present shall choose one of their number to be Chairman.
37. The Chairman may, with the consent of any Meeting at which a quorum is present (and shall if so directed by the Meeting), adjourn the Meeting from time to time and from place to place, but no business shall be transacted at any adjourned Meeting other than the business left unfinished at the Meeting from which the adjournment took place. When a Meeting is adjourned for thirty days or more, notice of the adjourned Meeting shall be given as in the case of an original Meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned Meeting.
38. 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 carried, 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.
39. Subject to the provisions of the next succeeding Article, 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.
40. No poll shall be demanded on the election of a Chairman of a Meeting, or on any question of adjournment.
41. 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.

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

#### COUNCIL OF MANAGEMENT

43. Unless otherwise determined by a General Meeting the number of the Governors, excluding ex-officio Members, shall not be less than four nor more than twenty. The following persons shall be the first Governors. The Ven. Archdeacon William Aubrey Aitken M.A., 57 The Close, Norwich, NOR 16P, Rear Admiral P. F. Powlett C. B.D.S. O.D S. C., Mill House, Lyng, Norfolk NOR 63 X, Dr. A. N. Worden, Cross Keys Orchard, Hemingford Abbots Hunts, J. D. Sewell Esq., M. A. Old Buckenham Hall, Brettenham Park, Ipswich, Suffolk, K. H. Wells Esq., M. A., J. P. Church Farm, Brandiston, Norwich, R. H. Eggar Esq., M. A. Glebe House, Cransford, Nr. Woodbridge, Suffolk and A. G. B. Davidson Esq M. A. 11, Warwick Square, London, S.W.1.
44. The Governors may determine that any of its Members shall hold such office during their respective lives or until they shall have become disqualified from any of the clauses specified in Article 53 hereof, and such Members shall be called "Permanent Members".
45. The Headmaster for the time being of the School may be appointed a Governor, but he shall not be entitled to vote as such Member in respect of any question affecting his salary or any other matter in which he is financially interested, and if he shall so vote his vote shall not be counted nor shall he be reckoned for the purpose of constituting a quorum of the Governors.
46. Each Governor shall be paid out of the funds of the Association all out-of-pocket expenses in respect of travelling for each Meeting of the Governors he shall attend, but save as aforesaid, the Governors shall discharge their duties as such without remuneration.
47. So far as is permitted by Article 4, but not further or otherwise, the Governors may award special remuneration out of the funds of the Association to any Governor undertaking any work additional to that usually required of Governors of an association similar to this.
48. The Governors may from time to time or at any time appoint any person as a Governor, either to fill a casual vacancy or by way of addition to the Governors provided that the prescribed maximum be not thereby exceeded. Any Governor so appointed shall retain his office only until the next Annual General Meeting, but he shall then be eligible for re-election.

49. (A) The Governors may from time to time elect a Member of the Association as President thereof. The President may be elected for life or for such other period as the Governors may determine. The President shall be entitled to take the chair at General Meetings of the Association.
- (B) The Governors may invite, and on acceptance appoint, a Member of the Association, in Holy Orders to be Visitor of the School. Such Visitor may hold office for life or for such other period as the Governors may determine and, in the absence of the President, shall be entitled to take the chair at General Meetings of the Association.
- (C) The President and the Visitor for the time being shall be ex-officio Governors.

#### POWERS OF THE COUNCIL

50. The Management of the business shall be vested in the Governors, who, in addition to the powers and authorities by these presents expressly conferred upon them, may exercise all such powers and do all such acts and things as may be exercised or done by the Association and are not hereby or by the Act expressly directed or required to be exercised or done by the Association in General Meetings, subject nevertheless to the provisions of the Act or these Articles and to such regulations being not inconsistent with the aforesaid 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 Governors which would have been valid if that regulation had not been made.
51. Without prejudice to the general powers conferred by the last preceding Article and to the other powers and authorities conferred as aforesaid, it is hereby expressly declared that the Governors shall be entrusted with the following powers, namely:-
- (A) To pay the costs, charges and expenses, preliminary and incidental, to the formation and establishment of the Association.
- (B) To purchase or otherwise acquire for the Association any property, rights or privileges which the Association is authorised to acquire at such price and generally on such terms and conditions as they may think fit.
- (C) At their discretion to pay for any property or rights acquired by or services rendered to the Association, either wholly or partially in cash, or in Bonds, Debentures, or other securities of the Association.
- (D) To secure the fulfilment of any contracts or engagements entered into by the Association by mortgage or charge of all or any of the property and rights of the Association, or in such manner as they may think fit.

- (E) To appoint and, at their discretion, remove or suspend such principals, masters, mistresses, managers, bursars, secretaries, officers, clerks, agents and servants for, permanent, temporary, or special services as they may from time to time think fit, and to invest them with such powers in this Sub-Article above or below mentioned as they may think expedient, and to determine their duties and fix their salaries or emoluments, and to require security in such instances and to such amount as they think fit.
- (F) To appoint any person or persons to accept and hold in trust for the Association any property belonging to the Association or in which it is interested, and to execute and do all such deeds and things as may be requisite to vest the same in such person or persons.
- (G) To execute in the name and on behalf of the Association such mortgages, charges, and other securities on the Association's property, present and future, as they think fit, in favour of any Governor who may incur or be about to incur any personal liability, whether as principal or surety, for the benefit of the Association, and any such instrument may contain a power of sale and such other powers, covenants and provision as may be agreed on.
- (H) To institute, conduct, defend, compound or abandon any legal proceedings by or against the Association or its officers, or otherwise concerning the affairs of the Association and also to compound and allow time for payment or satisfaction of any debts due and of any claims or demands by or against the Association.
- (I) To refer any claims or demands by or against the Association to arbitration and observe and perform the awards.
- (J) To make and give receipts, releases and other charges for money payable to the Association and for the claims and demands of the Association.
- (K) To determine who shall be entitled to sign on the Association's behalf bills, notes, receipts, acceptances, indorsements, cheques, releases, contracts and documents.
- (L) In their discretion to make regulations whereby the donors to the Association of sums of money or subscriptions for any of the purposes of the Association, shall have rights of nomination of pupils at the School with or without rights in reduction in school fees in respect of such rights of nomination and upon such terms and conditions as the Governors may think fit.

- (M) When they think fit to admit at reduced fees pupils to the School particularly in any exceptional or deserving cases.
- (N) From time-to-time to make all such regulations and bye-laws as they think proper with regard to:-
  - (i) the conduct of the Schools;
  - (ii) the qualifications of masters, mistresses and pupils;
  - (iii) the school terms, vacations and fees; and
  - (iv) the other affairs and concerns of the Association, and from time to time to repeal and alter the same or make others in lieu thereof as may seem expedient: Provided that the same do not contravene any of the provisions herein contained, and provided that no bye-laws or regulations shall be made under this power which would amount to such an addition to or modification of the Articles of Association as could only legally be made by a Special Resolution.

52. A resolution in writing signed by all Governors shall be as valid and effectual as if it had been passed at a Meeting of the Governors duly called and constituted.

#### DISQUALIFICATION OF MEMBERS OF THE COUNCIL

53. The office of Governor (whether permanent or otherwise) shall be vacated:-
- (A) if he becomes bankrupt or insolvent or compounds with his creditors;
  - (B) if he becomes of unsound mind;
  - (C) if he is convicted of an indictable offence;
  - (D) if he is requested in writing by all his fellow Governors to resign;
  - (E) if he give the Governors one month's notice in writing to the effect that he resigns his office;
  - (F) if he ceases to be a Member of the Association, or being one of the persons named in Article 43, does not become a Member of the Association within two months after the Incorporation of the Association;
  - (G) if, being a Parent Governor appointed in accordance with Article 49, he ceases to have at least one child in attendance at the School.

But any act done in good faith by a Governor whose office is vacated as aforesaid shall be valid unless, prior to the doing of such act, written notice has been served

upon the Governors or an entry has been made in the Governor's Minute Book stating that such Governor has ceased to be a Governor of the Association.

54. The continuing Governors may act notwithstanding any vacancy in their body, but if and so long as the number of Governors is reduced below the number fixed by or pursuant to the regulations of the Association as the necessary quorum of the Governors, the continuing Governors may act for the purpose of increasing the number of Governors to that number, or of summoning a General Meeting of the Association, but for no other purpose.
55. No person shall be or become incapable of being appointed a Governor by reason of his having attained the age of seventy or any other age, nor shall any special notice be required in connection with the appointment or the approval of the appointment of such person, and no Governor shall vacate his office at any time by reason of the fact that he has attained the age of seventy or any other age,

#### ROTATION OF MEMBERS OF THE COUNCIL

56. At the Annual General Meeting in every year, one third of the Governors other than the permanent and ex-officio Members 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, the Governors to retire in each year being those who have been longest in office since their last election or appointment, but as between persons who became Governors on the same day as those to retire shall (unless they otherwise agree among themselves) be determined by lot.
57. A retiring Governor shall be eligible for re-election and his name may be submitted to the Meeting and he may be re-elected without any notice having been given of intention to propose him for election.
58. The Association at the Annual General Meeting at which any Governor retires in manner aforesaid shall fill up the vacated office, and may fill up any other offices which may then be vacant, by electing the necessary number of persons unless the Association shall determine to reduce the number of Governors. The Association may also at any Extraordinary General Meeting, on notice duly given, fill up any vacancies in the office of Governor or elect additional Governors, provided that the maximum hereinbefore mentioned or to be hereafter determined pursuant to Article 56 hereof be not exceeded. If at any Meeting it shall be determined to increase the number of Governors that same Meeting may fill up the increased number of appointments in whole or part.
59. The Association at the Annual General Meeting may fill up any vacancies in the office of Governor or elect additional Governors in accordance with Article 58 above by the appointment of any member who has at least one child in attendance at the



School provided that any member so elected shall be referred to as a "Parent Governor" and shall be subject to Article 53(G) above but shall otherwise enjoy the same rights and privileges and be subject to the same duties and obligations as Governors and for the avoidance of doubts all references to "Governors" in these Articles of Association shall be deemed to include references to Parent Governors. The aggregate number of Parent Governors appointed at any one time shall not exceed three.

60. The Association may from time to time in General Meeting increase or reduce the number of Governors, and may also determine in what rotation such increased or reduced number is to go out of office. Any casual vacancy occurring in the Governors may be filled up by the Governors, but any person so chosen shall only retain his office until the next Annual General Meeting of the Association, when he shall retire, but he shall be eligible for re-election.
61. The Association in General Meeting may by an Extraordinary Resolution remove any Governor (other than a permanent Member) before the expiration of his period of office, and may by an Ordinary Resolution appoint another person in his stead. The person so appointed shall hold office during such time only as the Governor in whose place he is appointed would have held the same if he had not been removed.
62. Twenty-one days' previous notice in writing shall be given to the Association of the intention of any Member to propose any person, other than a retiring Governor, for election to the office of a Governor: Provided always that, if the Members present at a General Meeting unanimously consent, the Chairman of such Meeting may waive the said notice and may submit to the Meeting the name of any person duly qualified.
63. Notwithstanding anything in Articles 33, 58, 61, or 62 hereinbefore contained, no person shall be elected by the Association to be a Governor or removed therefrom unless the Governors shall have by resolution previously signified their assent to such election or removal as the case may be.

#### PROCEEDINGS OF THE COUNCIL

64. The Governors 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. Until otherwise determined two Governors shall constitute 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. A Governor may, and the Secretary on the requisition of a Governor shall, at any time summon a Meeting of the Governors. It shall not be necessary to give any notice of a Meeting of the Governors to any Governor who is absent from the United Kingdom.

65. The Governors may elect a Chairman and Vice-Chairman of their Meetings and determine the period for which they are to hold office; but if no such Chairman or Vice-Chairman be elected, or if at any Meeting the Chairman be not present within five-minutes after the time appointed for holding the same, the Vice-Chairman shall take the chair, and if such Vice-Chairman be not present, the Governors present shall choose someone of their-number to be Chairman of such Meeting.
66. The Governors may delegate any of its powers to committees consisting of such Member or Members of their body as they think fit. Any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on him or them by the Governors. The regulations herein contained for the Meetings and proceedings of the Governors shall, so far as not altered by any regulations made by the Governors apply also to the Meetings and proceedings of any committee.
67. All acts done by any Governors or of a committee of the Governors or any persons acting as a Governor, shall notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Members of the Governors or persons acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Governor.

#### SECRETARY, MINUTES, SEAL

68. The Governors shall from time to time appoint a Secretary of the Association for such time and at such remuneration as they think fit.
69. The Association shall keep a Register of Governors and shall duly comply with such of the provisions of the Act as may be applicable thereto.
70. The Governors shall cause Minutes to be made in books provided for the purpose -
- (A) of all appointments of officers made by the Governors;
  - (B) of the names of the Governors present at each Meeting of the Governors and of any committee of the Governors;
  - (C) of all resolutions and proceedings at all Meetings of the Association, and of the Governors and of committees of the Governors.

And all such Minutes shall be signed by the Chairman of the Meeting at which they shall have been passed or of the next succeeding Meeting.

71. The Governors shall forthwith procure a Common Seal to be made for the Association and shall provide for the safe custody thereof. The Seal shall not be

affixed to any instrument except by the express authority of a resolution of the Governors or of a committee of the Governors empowered thereto, and in the presence of at least two Governors and of the Secretary or such other person as the Governors may appoint for the purpose; and those two Governors and the Secretary or other person as aforesaid shall sign every instrument to which the Seal of the Association is so affixed in their presence.

#### PROFITS OF THE ASSOCIATION

72. The profits of the Association shall be applied solely towards the promotion of all or any of the objects of the Association as set forth in these Articles as the Governors may from time to time think fit, with power to the Governors to create a Reserve Fund or Reserve Funds to be applicable for all or any of such purposes, and, if the Governors shall think fit, also to apply all or any part of any Reserve Fund appropriated to any particular purpose to any other one or more of such purposes, and, pending any such application, any Reserve Fund may at the discretion of the Governors either be employed in the business of the Association or be invested from time to time in such investment as the Governors may think fit.

#### PENSION FUND

73. If at any time the Burnham Scale or any other Government pension scale for the time being in force shall not apply to the school or to any individual member of the staff, the Governors, if they think fit, may establish a pension fund (in accordance with regulations to be framed by them) for the purpose of providing pensions for -the staff of the school or any such member of the staff or any other employees of the Association, and may make such contributions to such fund out of the profits of the Association as they may think fit.

#### ACCOUNTS

74. The Governors shall cause true accounts to be kept -
- (A) of the sums of money received and expended by the Association and the matters in respect of which such receipts and expenditure takes place;
  - (B) of the assets and liabilities of the Association.
75. The books of accounts, shall be kept at the office of the Association or at such other place or places as the Governors may determine, and shall always be open to the inspection of the Members of the Governors. The Governors may from time to time by resolution determine whether and to what extent and at what times and places and on what conditions the books of accounts of, the Association or any of them shall be open to the inspection of the Members, not being Governors, and the

Members shall have only such rights of inspection as are given to them by the Act or by such resolution as aforesaid.

76. At the Annual General Meeting in every year the Governors shall lay before the Association a Profit and Loss Account for the period since the preceding account, or in the case of the first account since the incorporation of the Association, made up to a date not more than six months before such Meeting.
77. A Balance Sheet shall be made out and laid before the Association at the Annual General Meeting in every year made up to a date not more than six months before such Meeting. The Balance Sheet shall be accompanied by a Report of the Governors upon the general state and progress of the Association's affairs.
78. A copy of the Balance Sheet and Report shall, ten clear days previously to such Meeting, be served on every Member entitled to receive notices of General Meetings in the manner in which notices are hereinafter directed to be served.

#### AUDIT

79. Auditors shall be appointed and their duties regulated in the manner provided by Sections 159, 160, 161 and 162 of the Act or any statutory modification thereof for the time being in force, and for this purpose the said Sections shall have effect as if "Governor" and "The Governors" were substituted for "Director" and "The Directors" respectively.

#### NOTICES

80. A notice may be served by the Association upon any Member, either personally or by sending it through the post addressed to such Member at his registered address.
81. No Member shall be entitled to have a notice served on him at any address not within the United Kingdom and any Member whose registered address is not within the United Kingdom may by notice in writing require the Association to register an address within the United Kingdom, which, for the purpose of the service of notices, shall be deemed to be his registered address.
82. Any notice, if served by post, shall be deemed to have been served at the expiration of forty-eight hours after the same, shall have been posted and in proving such service it shall be sufficient to prove that the envelope containing the notice was properly addressed and stamped and put into the Post Office or into a post box under the control of the Postmaster-General.

**NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS**

W A Aitken of 57 The Close, Norwich Nor 16P

Archdeacon of Norwich

P F Powlett of Mill House, Lyng, Norfolk NOR 63X

Rear Admiral

Alastair N Worden of Cross Keys Orchard, Hemingford Abbots, Hunts

Consultant Biochemist

J Donald Sewell of Old Buckenham Hall, Brettenham Park, Ipswich, Suffolk

Schoolmaster

Kasan H Wells of Church Farm, Brandiston, Norwich

Farmer

R H Eggar, Glebe House, Cransford near Woodbridge, Suffolk

Retired Solicitor

A G B Davidson, 11 Warwick Square, London SW1

Schoolmaster

Dated this 30<sup>th</sup> Day of June 1967

Witness to the above Signatures:-

J E Holloway

24 Lincolns Inn Fields

London

WC2

Solicitor