



FILE COPY

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

Company No. 8022387

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

AURORA EDUCATION TRUST

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

Given at Companies House on **5th April 2012**



N08022387H



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

IN01

Application to register a company



A fee is payable with this form
Please see 'How to pay' on the last page

What this form is for
You may use this form to register a
private or public company

What this form is NOT for
You cannot use this form to register
a limited liability partnership. To do
this, please use form LL IN01

THURSDAY



LD1 05/04/2012 #38
COMPANIES HOUSE

Part 1 Company details

Filling in this form
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by *

A1 Company details

Please show the proposed company name below

Proposed company
name in full 1

AURORA EDUCATION TRUST

For official use

8022387

1 Duplicate names
Duplicate names are not permitted. A
list of registered names can be found
on our website. There are various rules
that may affect your choice of name.
More information is available at
www.companieshouse.gov.uk

A2 Company name restrictions 2

Please tick the box only if the proposed company name contains sensitive
or restricted words or expressions that require you to seek comments of a
government department or other specified body

☐ I confirm that the proposed company name contains sensitive or restricted
words or expressions and that approval, where appropriate, has been
sought of a government department or other specified body and I attach a
copy of their response

2 Company name restrictions
A list of sensitive or restricted words
or expressions that require consent
can be found in guidance available
on our website
www.companieshouse.gov.uk

A3 Exemption from name ending with 'Limited' or 'Cyfyngedig' 3

Please tick the box if you wish to apply for exemption from the requirement to
have the name ending with 'Limited', 'Cyfyngedig' or permitted alternative

☒ I confirm that the above proposed company meets the conditions for
exemption from the requirement to have a name ending with 'Limited',
'Cyfyngedig' or permitted alternative

3 Name ending exemption
Only private companies that are
limited by guarantee and meet other
specific requirements are eligible to
apply for this.
For more details, please go to our
website
www.companieshouse.gov.uk

A4 Company type 4

Please tick the box that describes the proposed company type and members'
liability (only one box must be ticked)

☐ Public limited by shares
☐ Private limited by shares
☒ Private limited by guarantee
☐ Private unlimited with share capital
☐ Private unlimited without share capital

4 Company type
If you are unsure of your company's
type, please go to our website
www.companieshouse.gov.uk

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Application to register a company

A5

Situation of registered office ¹

Please tick the appropriate box below that describes the situation of the proposed registered office (only one box must be ticked)

- ☒ England and Wales
☐ Wales
☐ Scotland
☐ Northern Ireland

¹ Registered office

Every company must have a registered office and this is the address to which the Registrar will send correspondence

For England and Wales companies, the address must be in England or Wales

For Welsh, Scottish or Northern Ireland companies, the address must be in Wales, Scotland or Northern Ireland respectively

A6

Registered office address ²

Please give the registered office address of your company

Building name/number Orchard Court

Street Orchard Lane

Post town Bristol

County/Region

Postcode B S 1 5 W S

² Registered office address

You must ensure that the address shown in this section is consistent with the situation indicated in section A5

You must provide an address in England or Wales for companies to be registered in England and Wales

You must provide an address in Wales, Scotland or Northern Ireland for companies to be registered in Wales, Scotland or Northern Ireland respectively

A7

Articles of association ³

Please choose one option only and tick one box only

Option 1 I wish to adopt one of the following model articles in its entirety Please tick only **one** box

- ☐ Private limited by shares
☐ Private limited by guarantee
☐ Public company

Option 2 I wish to adopt the following model articles with additional and/or amended provisions I attach a copy of the additional and/or amended provision(s) Please tick only **one** box

- ☐ Private limited by shares
☐ Private limited by guarantee
☐ Public company

Option 3 ☒ I wish to adopt entirely bespoke articles I attach a copy of the bespoke articles to this application

³ For details of which company type can adopt which model articles, please go to our website www.companieshouse.gov.uk

A8

Restricted company articles ⁴

Please tick the box below if the company's articles are restricted

☒

⁴ Restricted company articles

Restricted company articles are those containing provision for entrenchment For more details, please go to our website www.companieshouse.gov.uk

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Application to register a company

Part 2

Proposed officers

For private companies the appointment of a secretary is optional, however, if you do decide to appoint a company secretary you must provide the relevant details. Public companies are required to appoint at least one secretary.

Private companies must appoint at least one director who is an individual. Public companies must appoint at least two directors, one of which must be an individual.

For a secretary who is an individual, go to Section B1. For a corporate secretary, go to Section C1. For a director who is an individual, go to Section D1. For a corporate director, go to Section E1.

Secretary

B1

Secretary appointments ¹

Please use this section to list all the secretary appointments taken on formation.
For a corporate secretary, complete Sections C1-C5.

Title*	
Full forename(s)	
Surname	
Former name(s) ²	

¹ Corporate appointments

For corporate secretary appointments, please complete section C1-C5 instead of section B.

Additional appointments

If you wish to appoint more than one secretary, please use the 'Secretary appointments' continuation page.

² Former name(s)

Please provide any previous names which have been used for business purposes in the last 20 years. Married women do not need to give former names unless previously used for business purposes.

B2

Secretary's service address ³

Building name/number	
Street	
Post town	
County/Region	
Postcode	
Country	

³ Service address

This is the address that will appear on the public record. This does not have to be your usual residential address.

Please state 'The Company's Registered Office' if your service address will be recorded in the proposed company's register of secretaries as the company's registered office.

If you provide your residential address here it will appear on the public record.

B3

Signature ⁴

I consent to act as secretary of the proposed company named in Section A1.

Signature	<div>Signature</div> <div>✕</div>
-----------	-----------------------------------

⁴ Signature

The person named above consents to act as secretary of the proposed company.

IN01

Application to register a company

Corporate secretary

C1

Corporate secretary appointments ¹

Please use this section to list all the corporate secretary appointments taken on formation

Name of corporate body/firm

Building name/number

Street

Post town

County/Region

Postcode

Country

¹ Additional appointments

If you wish to appoint more than one corporate secretary, please use the 'Corporate secretary appointments' continuation page

Registered or principal address

This is the address that will appear on the public record. This address must be a physical location for the delivery of documents. It cannot be a PO box number (unless contained within a full address), DX number or LP (Legal Post in Scotland) number

C2

Location of the registry of the corporate body or firm

Is the corporate secretary registered within the European Economic Area (EEA)?

- ▶ Yes Complete **Section C3** only
- ▶ No Complete **Section C4** only

C3

EEA companies ²

Please give details of the register where the company file is kept (including the relevant state) and the registration number in that register

Where the company/firm is registered ³

Registration number

² EEA

A full list of countries of the EEA can be found in our guidance www.companieshouse.gov.uk

³ This is the register mentioned in Article 3 of the First Company Law Directive (68/151/EEC)

C4

Non-EEA companies

Please give details of the legal form of the corporate body or firm and the law by which it is governed. If applicable, please also give details of the register in which it is entered (including the state) and its registration number in that register

Legal form of the corporate body or firm

Governing law

If applicable, where the company/firm is registered ⁴

Registration number

⁴ Non-EEA

Where you have provided details of the register (including state) where the company or firm is registered, you must also provide its number in that register

C5

Signature ⁵

I consent to act as secretary of the proposed company named in **Section A1**

Signature

Signature

X

X

⁵ Signature

The person named above consents to act as corporate secretary of the proposed company

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Application to register a company

Director

D1	Director appointments ①	
	Please use this section to list all the directors of the company For a corporate director, complete Sections E1-E5.	
Title*	Director	
Full forename(s)	Michael James	
Surname	Connelly	
Former name(s)②		
Country/State of residence ③	USA/New York	
Nationality	American	
Date of birth	1 3 1 1 1 9 5 0	
Business occupation (if any) ④	executive	

① **Appointments**
Private companies must appoint at least one director who is an individual. Public companies must appoint at least two directors, one of which must be an individual

② **Former name(s)**
Please provide any previous names which have been used for business purposes in the last 20 years. Married women do not need to give former names unless previously used for business purposes.

③ **Country/State of residence**
This is in respect of your usual residential address as stated in Section D4

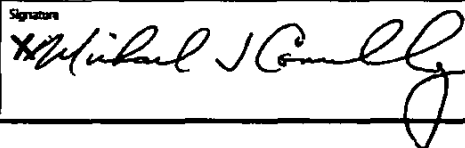
④ **Business occupation**
If you have a business occupation, please enter here. If you do not, please leave blank.

D2	Director's service address ①	
	Please complete the service address below. You must also fill in the director's usual residential address in Section D4.	
Building name/number	THE COMPANY'S REGISTERED OFFICE	
Street		
Post town		
County/Region		
Postcode		
Country		

① **Service address**
This is the address that will appear on the public record. This does not have to be your usual residential address.

Please state 'The Company's Registered Office' if your service address will be recorded in the proposed company's register of directors as the company's registered office.

If you provide your residential address here it will appear on the public record

D3	Signature ①	
	I consent to act as director of the proposed company named in Section A1.	
Signature	<div>Signature  X</div>	<p>① Signature The person named above consents to act as director of the proposed company.</p>

IN01 – continuation page

Application to register a company

Director

D1	Director appointments ^①	
	Please use this section to list all the directors of the company For a corporate director, complete Sections E1-E5.	
Title*	Director	
Full forename(s)	Gene	
Surname	Edelman	
Former name(s) ^②		
Country/State of residence ^③	USA/Georgia	
Nationality	American	
Date of birth	'2' '0' '0' '6' '1' '9' '5' '8'	
Business occupation (if any) ^④	executive	

① Appointments
Private companies must appoint at least one director who is an individual. Public companies must appoint at least two directors, one of which must be an individual.

② Former name(s)
Please provide any previous names which have been used for business purposes in the last 20 years. Married women do not need to give former names unless previously used for business purposes.

③ Country/State of residence
This is in respect of your usual residential address as stated in Section D4.


④ Business occupation
If you have a business occupation, please enter here. If you do not, please leave blank.

D2	Director's service address ^①	
	Please complete the service address below. You must also fill in the director's usual residential address in Section D4.	
Building name/number	THE COMPANY'S REGISTERED OFFICE	
Street		
Post town		
County/Region		
Postcode		
Country		

① Service address
This is the address that will appear on the public record. This does not have to be your usual residential address.

Please state 'The Company's Registered Office' if your service address will be recorded in the proposed company's register of directors as the company's registered office.

If you provide your residential address here it will appear on the public record.

D3	Signature ^①	
	I consent to act as director of the proposed company named in Section A1.	
Signature	<div><div>Signature</div><div>X  X</div></div>	

① Signature
The person named above consents to act as director of the proposed company.

IN01 – continuation page

Application to register a company

Director

D1	Director appointments ^①	
	Please use this section to list all the directors of the company For a corporate director, complete Sections E1-E5.	
Title*	Director	
Full forename(s)	Dawn Diane	
Surname	Eidelman	
Former name(s) ^②		
Country/State of residence ^③	USA/Georgia	
Nationality	American	
Date of birth	<div> <div>0</div> <div>8</div> <div>0</div> <div>5</div> <div>1</div> <div>9</div> <div>8</div> <div>1</div> </div>	
Business occupation (if any) ^④	executive	

① Appointments
Private companies must appoint at least one director who is an individual. Public companies must appoint at least two directors, one of which must be an individual.

② Former name(s)
Please provide any previous names which have been used for business purposes in the last 20 years. Married women do not need to give former names unless previously used for business purposes.

③ Country/State of residence
This is in respect of your usual residential address as stated in Section D4.

④ Business occupation
If you have a business occupation, please enter here. If you do not, please leave blank.

D2	Director's service address ^①	
	Please complete the service address below. You must also fill in the director's usual residential address in Section D4.	
Building name/number	THE COMPANY'S REGISTERED OFFICE	
Street		
Post town		
County/Region		
Postcode		
Country		

① Service address
This is the address that will appear on the public record. This does not have to be your usual residential address.

Please state 'The Company's Registered Office' if your service address will be recorded in the proposed company's register of directors as the company's registered office.

If you provide your residential address here it will appear on the public record.

D3	Signature ^①	
	I consent to act as director of the proposed company named in Section A1.	
Signature	<div> <div>Signature</div> <div> X Dan D Eidelman X </div> </div>	

① Signature
The person named above consents to act as director of the proposed company.

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Application to register a company

Corporate director**E1****Corporate director appointments ¹**

Please use this section to list all the corporate directors taken on formation

Name of corporate
body or firm

Building name/number

Street

Post town

County/Region

Postcode

Country

¹ Additional appointments

If you wish to appoint more than one corporate director, please use the 'Corporate director appointments' continuation page

Registered or principal address

This is the address that will appear on the public record. This address must be a physical location for the delivery of documents. It cannot be a PO box number (unless contained within a full address), DX number or LP (Legal Post in Scotland) number

E2**Location of the registry of the corporate body or firm**

Is the corporate director registered within the European Economic Area (EEA)?

- ▶ **Yes** Complete **Section E3** only
- ▶ **No** Complete **Section E4** only

E3**EEA companies ²**

Please give details of the register where the company file is kept (including the relevant state) and the registration number in that register

Where the company/
firm is registered ³

Registration number

² EEAA full list of countries of the EEA can be found in our guidance www.companieshouse.gov.uk**³** This is the register mentioned in Article 3 of the First Company Law Directive (68/151/EEC)**E4****Non-EEA companies**

Please give details of the legal form of the corporate body or firm and the law by which it is governed. If applicable, please also give details of the register in which it is entered (including the state) and its registration number in that register

Legal form of the
corporate body
or firm

Governing law

If applicable, where
the company/firm is
registered ⁴If applicable, the
registration number**⁴ Non-EEA**

Where you have provided details of the register (including state) where the company or firm is registered, you must also provide its number in that register

E5**Signature ⁵**I consent to act as director of the proposed company named in **Section A1**

Signature

Signature

X

X

⁵ Signature

The person named above consents to act as corporate director of the proposed company

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Application to register a company

Part 3**Statement of capital**

Does your company have share capital?

- **Yes** Complete the sections below
- **No** Go to **Part 4 (Statement of guarantee)**

F1 Share capital in pound sterling (£)

Please complete the table below to show each class of shares held in pound sterling

If all your issued capital is in sterling, only complete **Section F1** and then go to **Section F4**

Class of shares (E g Ordinary/Preference etc)	Amount paid up on each share 1	Amount (if any) unpaid on each share 1	Number of shares 2	Aggregate nominal value 3
				£
				£
				£
				£
Totals				£

F2 Share capital in other currencies

Please complete the table below to show any class of shares held in other currencies

Please complete a separate table for each currency

Currency				
Class of shares (E g Ordinary/Preference etc)	Amount paid up on each share 1	Amount (if any) unpaid on each share 1	Number of shares 2	Aggregate nominal value 3
Totals				

Currency				
Class of shares (E g Ordinary/Preference etc)	Amount paid up on each share 1	Amount (if any) unpaid on each share 1	Number of shares 2	Aggregate nominal value 3
Totals				

F3 Totals

Please give the total number of shares and total aggregate nominal value of issued share capital

Total number of shares

Total aggregate nominal value 4

4 Total aggregate nominal value
Please list total aggregate values in different currencies separately. For example £100 + € 100 + \$10 etc

1 Including both the nominal value and any share premium

3 Number of shares issued multiplied by nominal value of each share

2 Total number of issued shares in this class

Continuation Pages

Please use a Statement of Capital continuation page if necessary

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Application to register a company

F4

Statement of capital (Prescribed particulars of rights attached to shares)

Please give the prescribed particulars of rights attached to shares for each class of share shown in the statement of capital share tables in **Sections F1 and F2**

Class of share

Prescribed particulars

1

1 Prescribed particulars of rights attached to shares

The particulars are

- a. particulars of any voting rights, including rights that arise only in certain circumstances,
- b. particulars of any rights, as respects dividends, to participate in a distribution,
- c. particulars of any rights, as respects capital, to participate in a distribution (including on winding up), and
- d. whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares

A separate table must be used for each class of share

Continuation pages

Please use the next page or a 'Statement of Capital (Prescribed particulars of rights attached to shares)' continuation page if necessary

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Application to register a company

Class of share		
Prescribed particulars 1		<p>1 Prescribed particulars of rights attached to shares</p> <p>The particulars are</p> <ul style="list-style-type: none">a particulars of any voting rights, including rights that arise only in certain circumstances,b particulars of any rights, as respects dividends, to participate in a distribution,c particulars of any rights, as respects capital, to participate in a distribution (including on winding up), andd whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares <p>A separate table must be used for each class of share</p> <p>Continuation pages</p> <p>Please use a 'Statement of capital (Prescribed particulars of rights attached to shares)' continuation page if necessary</p>

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Application to register a company

F5

Initial shareholdings

This section should only be completed by companies incorporating with share capital

Please complete the details below for each subscriber

The addresses will appear on the public record. These do not need to be the subscribers' usual residential address

Initial shareholdings

Please list the company's subscribers in alphabetical order

Please use an 'Initial shareholdings' continuation page if necessary

Subscriber's details	Class of share	Number of shares	Currency	Nominal value of each share	Amount (if any) unpaid	Amount paid
Name						
Address						
Name						
Address						
Name						
Address						
Name						
Address						
Name						
Address						

IN01

Application to register a company

Part 4**Statement of guarantee**

Is your company limited by guarantee?

- **Yes** Complete the sections below
- **No** Go to **Part 5** (Statement of compliance)

G1**Subscribers**

Please complete this section if you are a subscriber of a company limited by guarantee. The following statement is being made by each and every person named below

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

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

1 Name

Please use capital letters

2 Address

The addresses in this section will appear on the public record. They do not have to be the subscribers' usual residential address

3 Amount guaranteed

Any valid currency is permitted

Continuation pages

Please use a 'Subscribers' continuation page if necessary

Subscriber's details

Forename(s) ¹	MOSAICA EDUCATION UK LIMITED									
Surname ¹										
Address ²	ORCHARD COURT, ORCHARD LANE									
	BRISTOL									
Postcode	B	S	1		5	W	S			
Amount guaranteed ³	£10									

Subscriber's details

Forename(s) ¹										
Surname ¹										
Address ²										
Postcode										
Amount guaranteed ³										

Subscriber's details

Forename(s) ¹										
Surname ¹										
Address ²										
Postcode										
Amount guaranteed ³										

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Application to register a company

Subscriber's details

Forename(s) ¹	
Surname ¹	
Address ²	
Postcode	
Amount guaranteed ³	

Subscriber's details

Forename(s) ¹	
Surname ¹	
Address ²	
Postcode	
Amount guaranteed ³	

Subscriber's details

Forename(s) ¹	
Surname ¹	
Address ²	
Postcode	
Amount guaranteed ³	

Subscriber's details

Forename(s) ¹	
Surname ¹	
Address ²	
Postcode	
Amount guaranteed ³	

Subscriber's details

Forename(s) ¹	
Surname ¹	
Address ²	
Postcode	
Amount guaranteed ³	

1 Name

Please use capital letters

2 Address

The addresses in this section will appear on the public record. They do not have to be the subscribers' usual residential address.

3 Amount guaranteed

Any valid currency is permitted

Continuation pages

Please use a 'Subscribers' continuation page if necessary

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Application to register a company

Part 5

Statement of compliance

This section must be completed by all companies

Is the application by an agent on behalf of all the subscribers?

- ▶ **No** Go to **Section H1** (Statement of compliance delivered by the subscribers)
- ▶ **Yes** Go to **Section H2** (Statement of compliance delivered by an agent)

H1

Statement of compliance delivered by the subscribers ¹

Please complete this section if the application is not delivered by an agent for the subscribers of the memorandum of association

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

¹ Statement of compliance delivered by the subscribers

Every subscriber to the memorandum of association must sign the statement of compliance

Subscriber's signature

Signature

X

X

Subscriber's signature

Signature

X

X

Subscriber's signature

Signature

X

X

Subscriber's signature

Signature

X

X

Subscriber's signature

Signature

X

X

Subscriber's signature

Signature

X

X

Subscriber's signature

Signature

X

X

Subscriber's signature

Signature

X

X

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Application to register a company

Subscriber's signature	Signature X	X	Continuation pages Please use a 'Statement of compliance delivered by the subscribers' continuation page if more subscribers need to sign
Subscriber's signature	Signature X	X	
Subscriber's signature	Signature X	X	
Subscriber's signature	Signature X	X	

H2**Statement of compliance delivered by an agent**

Please complete this section if this application is delivered by an agent for the subscribers to the memorandum of association	
Agent's name	Veale Wasbrough Vizards
Building name/number	Barnards Inn
Street	86 Fetter Lane
	London
Post town	
County/Region	
Postcode	E C 4 A 1 A D
Country	
I confirm that the requirements of the Companies Act 2006 as to registration have been complied with	
Agent's signature	Signature X <i>Veale Wasbrough Vizards</i> X

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Application to register a company



Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name
TOM CHAPMAN

Company name
Veale Wasbrough Vizards

Address
Barnards Inn

86 Fetter Lane

London

Post town

County/Region

Postcode
E C 4 A 1 A D

Country

DX
DX 6 Chancery Lane

Telephone
020 7405 1234



Certificate

We will send your certificate to the presenters address (shown above) or if indicated to another address shown below

- ☐ At the registered office address (Given in Section A6)
☐ At the agents address (Given in Section H2)



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following.

- ☒ You have checked that the proposed company name is available as well as the various rules that may affect your choice of name. More information can be found in guidance on our website
- ☒ If the name of the company is the same as one already on the register as permitted by The Company and Business Names (Miscellaneous Provisions) Regulations 2008, please attach consent
- ☒ You have used the correct appointment sections
- ☒ Any addresses given must be a physical location. They cannot be a PO Box number (unless part of a full service address), DX or LP (Legal Post in Scotland) number
- ☒ The document has been signed, where indicated
- ☒ All relevant attachments have been included
- ☒ You have enclosed the Memorandum of Association
- ☒ You have enclosed the correct fee



Important information

Please note that all information on this form will appear on the public record, apart from information relating to usual residential addresses



How to pay

A fee is payable on this form. Make cheques or postal orders payable to 'Companies House'. For information on fees, go to www.companieshouse.gov.uk



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below.

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland.
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland.
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1

Section 243 exemption
If you are applying for, or have been granted a section 243 exemption, please post this whole form to the different postal address below
The Registrar of Companies, PO Box 4082,
Cardiff, CF14 3WE



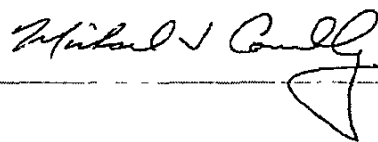
Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

The Companies Act 2006
Company not having a share capital
Memorandum of Association
of
Aurora Education Trust

The subscriber to this memorandum of association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company

Name of subscriber	Authentication by subscriber
Mosaica Education UK Limited	

Dated

4/4/12

The Companies Act 2006
Company not having a share capital
Articles of Association
of
Aurora Education Trust

1 Name

The name of the company is Aurora Education Trust (the **Charity**)

2 Registered office

The registered office of the Charity is in England and Wales

3 Objects

The object of the Charity is to advance, for the public benefit, education in any part of the world (the **Object**).

4 Powers

The Charity has the power to do anything within the law that may promote or may help to promote the Objects or any of them including (but without limitation) the power

- 4 1 To sponsor one or more academy trusts and/or other educational institutions
- 4 2 To promote international co operation between educational institutions
- 4 3 To promote or carry out research and to disseminate such research.
- 4 4 To provide advice
- 4 5 To publish or distribute information in any form
- 4 6 To co-operate with and to enter into joint ventures, collaborations and partnerships with charitable and non-charitable bodies
- 4 7 To support, administer or set up charities and to act as trustee of any charitable funds, endowments or trusts
- 4 8 To affiliate with and where appropriate merge with any charity having similar objects to the objects
- 4 9 To raise funds
- 4 10 To borrow money, including entering into any derivative arrangement relating to that borrowing provided that the derivative arrangement is an integral part of managing the charity's debt and not a speculative venture
- 4 11 To give security for loans, grants and other obligations over the assets of the charity (but only in accordance with the restrictions imposed by the Charities Act 2011)

- 4 12 To acquire, rent or hire property of any kind
- 4 13 To sell, let, license, mortgage or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act 2011)
- 4 14 To make grants, awards, prizes or donations
- 4 15 To make loans of money and give credit and to give guarantees or security for the performance of any obligations by any person or company
- 4 16 To set aside funds for special purposes or as reserves against future expenditure, but only in accordance with a Written policy on reserves
- 4 17 To
 - 4 17 1 deposit or invest funds,
 - 4 17 2 employ a professional fund-manager, and
 - 4 17 3 arrange for the investments or other property of the Charity to be held in the name of a nominee

in the same manner and subject to the same conditions as the trustees of a trust are permitted to do under the Trustee Act 2000
- 4 18 To insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required
- 4 19 To take out indemnity insurance to insure the Trustees against the costs of a successful defence to criminal proceedings 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 in breach of trust or breach of duty, unless the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty
- 4 20 Subject to Articles 13 and 14, to employ paid or unpaid agents, staff or advisers
- 4 21 To enter into contracts to provide services to or on behalf of other bodies
- 4 22 To establish, support or acquire subsidiary companies
- 4 23 To pay the costs of forming the Charity
- 4 24 To open and operate bank accounts and banking facilities
- 4 25 To solicit and accept grants, donations, endowments, gifts, legacies and bequests of assets on any terms
- 4 26 To enter into any licence or sponsorship agreement
- 4 27 To enter into any contract or agreement (including any finance lease).

5 Limited liability

- 5 1 The liability of the Members is limited to £1, being the amount each Member undertakes to contribute to the Charity's assets if the Charity shall be wound up while he, she or it is a Member, or within one Year after he she or it ceases to be a Member, for payment of the Charity's debts and liabilities contracted before he, she or it 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

6 Membership

- 6 1 The number of Members with which the Charity is registered is unlimited
- 6 2 The Charity must maintain a register of Members.
- 6 3 The Members of the Charity shall be the subscriber to the Memorandum and such other persons as are admitted to membership by the Members
- 6 4 Notwithstanding Article 6 5, Membership is terminated if the Member concerned
- 6 4 1 gives Written notice of resignation to the Charity, or
- 6 4 2 dies or,
- 6 4 3 makes an arrangement or composition with his or her creditors
- 6 5 The Trustees may admit such persons as they see fit as associate members in accordance with any criteria or rules set out by the Trustees from time to time, provided that associate members shall not be members of the Charity for the purposes of the Act and accordingly such membership shall not bestow upon any associate member the right to attend or vote on any matter at any general meeting of the Charity

7 General meetings

- 7 1 Members are entitled to attend general meetings either personally or by proxy General meetings are called on at least 14 Clear Days' Written notice specifying the business to be discussed The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting
- 7 2 A general meeting may be called at any time by the Trustees and must be called in accordance with the terms of the Act within 21 days of a Written request from the Members made in accordance with the provisions of the Act

Quorum

- 7 3 There is a quorum at a general meeting if two of the Members entitled to attend and vote at that meeting are present in person or through their Authorised Representatives or by proxy If the Charity has a sole Member, that Member present in person or through its Authorised Representatives or by proxy shall constitute a quorum
- 7 4 If within 15 minutes from the time appointed for the holding of a general meeting a quorum is not present, the meeting will be adjourned to such other day and at such time as the Board may determine If at such adjourned meeting a quorum is not present within 15 minutes from the time appointed for holding the meeting the Members present in person or through their Authorised Representatives or by proxy shall be a quorum

Chairman

- 7 5 The Chairman or (if the Chairman is unable or unwilling to do so) some other Trustee elected by those present shall preside as Chairman at a general meeting The Chairman may, with the consent of a meeting at which a quorum is present, and shall if so directed by the meeting, adjourn any meeting from time to time and from place to place as the Chairman shall determine

Voting

- 7 6 A resolution put to the vote of a meeting will be decided on a show of hands unless before or upon the declaration of the result of the show of hands a poll is demanded by the Chairman, by at least two Members present in person or through their Authorised Representatives or by proxy, or by the Trustees
- 7 7 Unless a poll is duly demanded a declaration by the Chairman that a resolution has been carried unanimously or by a particular majority or lost or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution
- 7 8 The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the Chairman and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made
- 7 9 A poll shall be taken as the Chairman directs The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded
- 7 10 A poll demanded on the election of a Chairman or on a question of adjournment will be taken forthwith A poll demanded on any other question will be taken either forthwith or at such time and place as the Chairman directs not being more than 30 days after the poll is demanded The demand for a poll will not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting will continue as if the demand had never been made
- 7 11 No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded In any other case at least seven Clear Days' notice shall be given specifying the time and place at which the poll is to be taken
- 7 12 On a show of hands or a poll every Member present in person or through its Authorised Representative or by proxy shall have one vote
- 7.13 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid Any such objection must be referred to the Chairman of the meeting whose decision is final

Proxy notices

- 7 14 Proxies may only validly be appointed by a notice In Writing (a **Proxy Notice**) which
- 7 14 1 states the name and address of the Member appointing the proxy,
- 7 14 2 identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed,
- 7 14 3 is signed by or on behalf of the Member appointing the proxy or is authenticated in such manner as the directors may determine, and
- 7 14 4 is delivered to the Charity in accordance with these Articles and any instructions contained in the notice of the general meeting to which they relate
- 7 15 The Charity may require Proxy Notices to be delivered in a particular form, and may specify different forms for different purposes

- 7 16 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
- 7 17 Unless a Proxy Notice indicates otherwise, it must be treated as
- 7 17 1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
- 7 17 2 by 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
- 7 18 A person who is entitled to speak, attend or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid Proxy Notice has been delivered to the Charity by or on behalf of that person
- 7 19 An appointment under a Proxy Notice may be revoked by delivering to the Charity a notice In Writing given by or on behalf of the person by whom or on whose behalf the Proxy Notice was given
- 7 20 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates
- 7.21 If a Proxy Notice is not executed by the person appointing the proxy, it must be accompanied by Written evidence of the authority of the person who executed it to execute it on the appointor's behalf

Written resolutions

- 7 22 A Written resolution passed in accordance with the Act is as valid as a resolution actually passed at a general meeting (and for this purpose the Written resolution may be set out in more than one document) A Written resolution passed under this Article will lapse if not passed before the end of six calendar Months beginning with the circulation date (as defined in section 290 of the Companies Act 2006).

Authorised representatives

- 7 23 Any person other than an individual which is a Member of the Charity may by resolution of its directors, trustees or other governing body authorise such person as it thinks fit to act as its Authorised Representative at any meeting of the Charity and the person so authorised shall be entitled to exercise the same powers on behalf of the person which he represents as that person would exercise if it were an individual Member of the Charity

8 The Trustees

- 8 1 The Trustees are the charity trustees of the Charity and have control of the Charity and its property and funds
- 8 2 The Board shall be composed of no fewer than three Trustees and such maximum number as the Board may determine from time to time
- 8 3 The first Trustees shall be the persons whose names are notified to Companies House upon incorporation
- 8 4 Trustees shall be appointed to the Board by resolution of the Members The Members may from time to time at their discretion determine any criteria for appointment as a Trustee
- 8 5 Every Trustee shall sign a Written consent to become a Trustee

- 8 6 A Trustee's term of office may be determined by the Members upon appointment and the Members may remove a Trustee upon Written notice
- 8 7 A Trustee's term of office automatically terminates if he or she
- 8 7 1 is disqualified under the Charities Act 2011 from acting as a charity trustee,
- 8 7 2 is, in the opinion of the Trustees, unable properly to fulfil his or her duties by reason of illness, disability or infirmity and the Trustees resolve that his or her office be vacated,
- 8 7 3 is absent from two consecutive meetings of the Trustees without the consent of the Trustees and the Trustees resolve that his or her office is vacated,
- 8 7 4 is removed as a Trustee by the Members pursuant to the Act,
- 8 7 5 resigns by Written notice to the Trustees (but only if at least three Trustees will remain in office),
- 8 7 6 becomes bankrupt, has an interim receiving order made against him or her, makes any arrangement or compounds with his or her creditors generally or applies to the Court for an interim order in respect of a voluntary arrangement,
- 8 7 7 is convicted of an offence and the Trustees shall resolve that it is undesirable in the interests of the Charity that he or she remains a Trustee of the Charity, or
- 8 7 8 is removed by unanimous resolution of the other Trustees
- 8 8 A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting of the Board

9 Proceedings of the Board

- 9 1 The Trustees must hold at least one meeting of the Board each Year Any Trustee may call a meeting of the Board by giving notice of the meeting to the Trustees or by authorising the Secretary (if any) to give such notice provided that
- 9 1 1 such notice must indicate the proposed date, time and location of the meeting and, if it is anticipated that Trustees participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting,
- 9 1 2 such notice must be given to each Trustee, but need not be In Writing, and
- 9 1 3 such notice need not be given to Trustees who waive their entitlement to notice of that meeting by giving notice to that effect to the Charity not more than seven days after the date on which the meeting is held (and where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it)
- 9 2 The quorum necessary at a meeting of the Board shall be determined by the Board and unless and until otherwise determined shall be a majority of the Trustees. When a quorum is not present Trustees must not take any decision other than a decision to call a general meeting or to appoint further Trustees
- 9 3 A meeting of the Board may be held either in person or by suitable electronic means agreed by the Trustees in which all Trustees participating in the meeting may communicate with all

the other participants If all the Trustees participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is

- 9 4 The Chairman or (if the Chairman is unable or unwilling to do so) some other Trustee chosen by the Trustees present will preside as Chairman at each meeting
- 9 5 Every decision of the Trustees shall be by a simple majority of the votes cast at a meeting but a Written resolution signed (or agreed to In Writing) by all of the Trustees who would have been entitled to vote on the matter had it been proposed as a resolution at a Trustees' meeting and would have formed a quorum at such a meeting is as valid as a resolution passed at a meeting (and for this purpose the resolution or agreement In Writing may be contained in more than one document)
- 9 6 Every Trustee has one vote on each issue except for the Chairman of the meeting, who in the event of an equality of votes has a second or casting vote (unless the Chairman of the meeting is in accordance with these Articles not to be counted as participating in the decision-making process for quorum or voting purposes)
- 9 7 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting

10 Powers of Trustees

- 10 1 The Trustees have the following powers in the administration of the Charity
- 10 1.1 at their absolute discretion, to appoint (and remove) any person or corporate entity (who may also be a Trustee) to act as Secretary to the Charity in accordance with the Act,
- 10 1.2 to appoint a Chairman from among their number,
- 10 1.3 to appoint a Treasurer, Patron and other honorary offices,
- 10 1.4 to make standing orders consistent with these Articles and the Act to govern proceedings at general meetings;
- 10 1.5 to make rules consistent with these Articles and the Act to govern proceedings at their meetings and at meetings of committees,
- 10 1.6 to make regulations consistent with these Articles and the Act to govern the administration of the Charity, and
- 10 1.7 to exercise any powers of the Charity which are not reserved to a general meeting
- 10 2 The Board of Trustees may by a simple majority resolution change the name of the Charity

11 Delegation

- 11 1 Subject to these Articles, the Board may delegate any of the powers conferred on it by these Articles to such person, by such means, to such an extent, in relation to such matters and on such terms of reference as the Trustees think fit and, if the Board so specifies, any such delegation may authorise future delegation of the Trustees' powers by any person to whom they are delegated
- 11 2 The Board may also delegate to any committee consisting of two or more individuals appointed by the Board any of its functions (including any powers or discretions) for such time and on such terms of reference as it thinks fit (including any requirement that a

resolution of the committee shall not be effective unless a majority of those present when it is passed are Trustees or it is ratified by the Board) provided that

11 2 1 all proceedings of every committee must be reported promptly to the Trustees; and

11 2 2 every committee must act in accordance with the terms of reference on which any function is delegated to it (but, subject to that, the proceedings of the committee will be governed by such of these Articles as regulate the proceedings of the Board so far as they are capable of applying)

11 3 The Board may at any time revoke any delegation in whole or part or alter its terms

12 Advisory Board

12 1 The Board may establish an advisory board comprising individuals who, in the opinion of the Board, have relevant experience in dealing with issues affecting the Charity. An advisory board shall have none of the rights or powers exercisable by a committee of the Board other than a power to advise the Board on any matters which have been referred to it by the Board. The members of an advisory board shall not, unless they are also Trustees, have the duties and responsibilities of company directors or charity trustees. Subject to any terms and conditions expressly imposed by the Board, the proceedings of any advisory boards shall be governed by such of these Articles as regulate the proceedings of the Board so far as they are capable of applying.

13 Benefits to Members

13 1 The income and property of the Charity must only be applied to promote the Objects and no part of that income or property may be paid, transferred or applied by way of Benefit to any Member but

13 1 1 a Member who is not also a Trustee may be employed by or enter into contracts with the Charity and receive reasonable payment for goods or services supplied,

13 1 2 a Member (including a Member who is also a Trustee) may be paid interest at a reasonable rate on money lent to the Charity,

13 1 3 a Member (including a Member who is also a Trustee) may be paid a reasonable rent or hiring fee for property let or hired to the Charity,

13 1 4 a Member (including a Member who is also a Trustee) may receive any Benefit in their capacity as a beneficiary of the Charity, and

13 1 5 another charity of which a Member (including a Member who is also a Trustee) is a charity trustee or member may receive any Benefit which is in furtherance of the Objects and does not confer any Benefit on the Member

13 2 In this Article, references to a Member or Trustee include references to any person who is Connected to that Member or Trustee

14 Benefits to Trustees

14 1 The income and property of the Charity must only be applied to promote the Objects and no part of that income or property may be paid, transferred or applied by way of Benefit to any Trustee except

14 1 1 reasonable and proper premiums in respect of indemnity insurance provided in accordance with these Articles;

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- 14 1 2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) properly incurred in the management and administration of the Charity;
 - 14 1 3 an indemnity in accordance with these Articles,
 - 14 1 4 payment to any company in which a Trustee has no more than a 2% shareholding, and
 - 14 1 5 other payments or benefits permitted by law or with the prior consent of the Commission,

provided that the Trustees must comply with the provisions of Articles 15, 16 and 17 (declaration of Interests and authorisation of Conflicts of Interest) in relation to any Benefit provided by the Charity to any Trustee pursuant to this Article

- 14 2 The income and property of the Charity must only be applied to promote the Objects and no part of that income or property may be paid, transferred or applied by way of Benefit to any Trustee except

- 14 2 1 interest at a reasonable rate on money lent to the Charity,
- 14 2 2 a reasonable rent or hiring fee for property let or hired to the Charity,
- 14 2 3 any Benefit provided to a Trustee in his or her capacity as a beneficiary of the Charity,
- 14 2 4 any Benefit which is in furtherance of the Objects to another charity of which a Trustee is a charity trustee or member and which does not confer any Benefit on that Trustee, and
- 14 2 5 in respect of the provision of goods or services in accordance with Article 14 3,

provided that the Trustees must comply with the provisions of Articles 15, 16 and 17 (declaration of Interests and authorisation of Conflicts of Interest) in relation to any Benefit provided by the Charity to any Trustee pursuant to this Article.

- 14 3 Any Trustee may enter into a Written contract with the Charity to supply goods or services to the Charity in return for a Benefit but only if

- 14 3 1 the goods or services are actually required by the Charity,
- 14 3 2 the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services supplied,
- 14 3 3 the Trustee has declared his or her Interest in accordance with Article 15 and the Trustees have complied with the procedure in Article 17 3,
- 14 3 4 no more than half of the Trustees are subject to or affected by such a contract in any financial Year (and this provision will apply to a Trustee if this Article 14 3 applies to a person who is Connected to that Trustee), and
- 14 3 5 the services supplied are not services supplied by the Trustee in his / her capacity as a Trustee

provided that the Trustees must comply with the provisions of Articles 15, 16 and 17 (declaration of Interests and authorisation of Conflicts of Interest) in relation to any Benefit provided by the Charity to any Trustee pursuant to this Article

- 14 4 In this Article, references to a Member or Trustee include references to any person who is Connected to that Member or Trustee

14 5 This Article may not be amended without the prior Written consent of the Commission

15 Declaration of interests

15 1 Every Trustee has a duty to declare to the Trustees the nature and extent of any Interest which he or she (or any Connected Person) has in any proposed or existing transaction or arrangement with the Charity or any situation or matter in relation to the Charity that is, or possibly may be, a Conflict of Interest

15 2 In the case of any proposed transaction or arrangement with the Charity in which a Trustee (or any Connected Person) is Interested, he or she must declare the nature and extent of the Interest to the Trustees before the Charity enters into the transaction or arrangement

15 3 In the case of any existing transaction or arrangement that has been entered into by the Charity or any situation or matter in relation to the Charity in which a Trustee (or any Connected Person) is Interested, he or she must declare the nature and extent of the Interest to the Trustees as soon as is reasonably practicable

15 4 Any declaration must be made in accordance with the provisions of the Act

15 4 1 at a meeting of the Trustees, or

15 4 2 by notice In Writing to the Trustees, or

15 4 3 by general notice to the Trustees

15 5 A Trustee is not required to declare an Interest

15 5 1 where the Trustee is not aware of the Interest (but the Trustee is treated as being aware of matters of which he ought reasonably to be aware), or

15 5 2 where the Trustee is not aware of the transaction or arrangement or situation or matter (but the Trustee is treated as being aware of matters of which he ought reasonably to be aware), or

15 5 3 if, or to the extent that, the other Trustees are already aware of the Interest (or ought reasonably to be aware of the Interest)

15 6 The Charity may maintain a register of all of the Interests declared by the Trustees in accordance with this Article The Trustees may prepare (and from time to time review) a policy in relation to the declaration and management of Conflicts of Interest

16 Conflicts of interest

16 1 Subject to Articles 16 2 and 17, a Trustee has a duty under the Act to avoid a situation or matter (including a transaction or arrangement with the Charity) in which he / she has, or can have, a Conflict of Interest This duty applies to the exploitation of any property, information or opportunity (and it is immaterial whether the Charity could take advantage of the property, information or opportunity)

16 2 Pursuant to section 181(3) of the Companies Act 2006, the duty referred to in Article 16 1 does not apply to a Conflict of Interest arising in relation to any situation or matter or any transaction or arrangement between the Charity and any Trustee which is mentioned in Article 14 1 of these Articles

17 Authorisation of conflicts of interest

- 17 1 The Trustees may authorise a transaction or arrangement or situation or matter in which a Trustee (or any person Connected to that Trustee) has, or may have, a Conflict of Interest provided that
 - 17 1 1 the Conflict of Interest will not confer a Benefit on the Trustee or any Connected Person at the expense of the Charity to an extent greater than that permitted by Article 14 of these Articles,
 - 17 1 2 the Trustees act in what they consider to be the best interests of the Charity, and
 - 17 1 3 the Trustees comply with the procedures set out in this Article 17
- 17 2 Whenever the Trustees must decide whether to give the authorisation in accordance with Article 17 1 the Trustee concerned must
 - 17 2 1 declare the nature and extent of his or her Interest at the beginning of any meeting at which the authorisation is to be discussed (or, at the latest, before such discussion begins),
 - 17 2 2 withdraw from that part of the meeting at which the authorisation is to be discussed unless expressly invited to remain in order to provide information,
 - 17 2 3 not be counted in the quorum for that part of the meeting during which the authorisation is discussed,
 - 17 2 4 withdraw during the vote and have no vote on the authorisation for that part of the meeting, and
 - 17 2 5 not sign any Written resolution in relation to the authorisation (except where required to do so to confirm a resolution of the other Trustees)
- 17 3 The Trustees may also exclude the relevant Trustee from the receipt of information in relation to the relevant transaction, arrangement, situation or matter
- 17 4 In giving any authorisation in accordance with Article 17 1 in relation to any transaction or arrangement or situation or matter in which a Trustee (or any person Connected to that Trustee) has, or may have, a Conflict of Interest and which will or may confer a Benefit on that Trustee (or Connected Person), the Trustees must provide that the Trustee concerned will
 - 17 4 1 declare the nature and extent of his or her Interest at the beginning of any meeting at which the relevant transaction or arrangement or situation or matter is to be discussed (or, at the latest, before such discussion begins),
 - 17 4 2 withdraw from that part of any meeting at which the relevant transaction or arrangement or situation or matter is to be discussed unless expressly invited to remain in order to provide information,
 - 17 4 3 not be counted in the quorum for that part of any meeting during which the relevant transaction or arrangement or situation or matter is discussed;
 - 17 4 4 withdraw during the vote and have no vote on the relevant transaction or arrangement or situation or matter at the relevant part of any meeting, and

- 17 4 5 not sign any Written resolution in relation to the relevant transaction or arrangement or situation or matter (except where required to do so to confirm a resolution of the other Trustees)
- 17 5 In giving the authorisation under Article 17 1 in relation to a transaction or arrangement or situation or matter in which a Trustee (or any person Connected to a Trustee) has, or may have, a Conflict of Interest which will not confer a Benefit on that Trustee (or Connected Person), the Trustees may (subject to such terms as they may impose from time to time and to their right to vary or terminate such authorisation) determine the manner in which they may be dealt with and, in doing so, the Trustees must consider
 - 17 5 1 whether the nature and extent of the interest in the relevant transaction or arrangement or situation or matter is reasonably likely to give rise to a Conflict of Interest;
 - 17 5 2 whether or not the Trustee should withdraw from that part of any meeting at which the relevant transaction or arrangement or situation or matter is to be discussed unless expressly invited to remain in order to provide information,
 - 17 5 3 whether or not the Trustee should be excluded from the receipt of information in relation to the relevant transaction, arrangement, situation or matter,
 - 17 5 4 whether or not the Trustee should be counted in the quorum for that part of any meeting during which the relevant transaction or arrangement or situation or matter is discussed, and
 - 17 5 5 whether or not the Trustee should withdraw during the vote and have no vote on the relevant transaction or arrangement or situation or matter at the relevant part of any meeting

18 Records and accounts

- 18 1 The Trustees must comply with the requirements of the Act and of the Charities Act 2011 as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of
 - 18 1 1 annual reports,
 - 18 1 2 annual returns, and
 - 18 1 3 annual statements of account
- 18 2 The Trustees must keep proper records of
 - 18 2 1 all proceedings at general meetings,
 - 18 2 2 all proceedings at meetings of the Trustees (including a record of all unanimous or majority decisions taken by the Trustees for at least 10 Years from the date of the decision recorded),
 - 18 2 3 all reports of committees, and
 - 18 2 4 all professional advice obtained
- 18 3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any reasonable time during normal office hours

- 18 4 A copy of the Charity's latest available statement of account must be supplied on request to any Trustee or Member, or to any other person who makes a Written request and pays the Charity's reasonable costs, within two Months of such request.

19 Notices

- 19 1 Notices, documents, resolutions or information under these Articles may be sent or supplied to Trustees by hand, or by post or by suitable electronic means

- 19 2 The Charity may deliver a notice or other document to a Member by

19 2 1 delivering it personally to the Member,

19 2 2 post or hand delivery to the Member's address shown in the register of Members,

19 2 3 electronic mail to an address notified by the Member In Writing, or

19 2 4 by means of a website in accordance with Articles 19 3 and 19 4

- 19 3 Notices, resolutions, documents or information may be sent or supplied to Members by means of a website provided that a Member has consented to receive notices, resolutions, documents or information in that way A Member will be deemed to have agreed to receive notices, resolutions, documents and information in this way where they have been asked individually by the Charity to agree to receive notices, resolutions, documents and information through a website and the Charity has not received a response within the period of 28 days beginning with the date on which the Charity's request was sent. A Member is not taken to have so agreed if the Charity's request did not state clearly what the effect of a failure to respond would be, or was sent less than 12 Months after a previous request was made

- 19 4 Where any notice, resolution, document or other information is to be sent or supplied by means of a website, a Member shall be notified in accordance with Articles 19 2 1, 19 2 2 or 19 2 3 of

19 4 1 its presence on the website,

19 4 2 the address of the website;

19 4 3 the place on the website where it may be accessed, and

19 4 4 how to access it

- 19 5 Any notice, resolution, document or other information sent or supplied by means of a website shall be deemed to have been received by the Member when the notice, resolution, document or other information is first made available on the website or, if later, when the Member is deemed to have received the notification given under Article 19 4 in accordance with the relevant provisions of 19 6

- 19 6 Subject to Article 19 5, any notice given in accordance with these Articles is to be treated for all purposes as having been received

19 6 1 24 hours after being sent by electronic means or delivered by hand to the relevant address,

19 6 2 two Clear Days after being sent by first class post to that address,

19 6 3 three Clear Days after being sent by second class or overseas post to that address,

19 6 4 on being handed to the Member (or, in the case of a member organisation, its Authorised Representative) personally, or, if earlier

19 6 5 as soon as the Member acknowledges actual receipt

19 7 A technical defect in the giving of notice of a meeting of which the Trustees are unaware at the time does not invalidate decisions taken at that meeting

20 Indemnity

The Charity shall indemnify any Trustee against any liability incurred by him or her in that capacity, to the extent permitted by the Act

21 Dissolution

21 1 If the Charity is dissolved the assets (if any) remaining after provision has been made for all its liabilities must be applied by the Trustees in the following ways

21 1 1 by transfer to one or more other bodies established for exclusively charitable purposes which the Trustees in their absolute discretion consider are within, the same as or similar to the Objects, and (subject thereto),

21 1 2 directly for the Objects or charitable purposes within or similar to the Objects, and (subject thereto),

21 1 3 in such other manner consistent with charitable status as the Commission may approve In Writing in advance

21 2 A final report and statement of account must be sent to the Commission

22 Model Articles

The model articles for private companies limited by guarantee contained in schedule 2 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) shall not apply to the Charity

23 Interpretation

23 1 In these Articles

the Act: means the Companies Act 2006 and any provisions of the Companies Act 1985 for the time being in force

these Articles: means these articles of association

Authorised Representative: means an individual who is authorised In Writing by a member organisation to act on its behalf at meetings of the Charity and whose name is given to the Secretary

Benefit: means any payment of money or the provision or other application of any other direct or indirect benefit in money or money's worth

Board: means the board of trustees of the Charity

Chairman: means the Chairman of the Board appointed in accordance with Article 10 1 2

the Charity: means the company governed by these Articles

Charity Trustee: has the meaning prescribed by section 177 of the Charities Act 2011

Clear Day: means 24 hours from midnight following the relevant event

the Commission: means the Charity Commission for England and Wales

Conflict of Interest: means any Interest of a Trustee (or any person Connected to a Trustee) that conflicts, or may conflict, with the interests of the Charity and includes a conflict of interest and duty and a conflict of duties

Connected Person means any person falling within one of the following categories

- (a) any spouse or civil partner of a Trustee or a Member,
- (b) any parent, child, brother, sister, grandparent or grandchild of a Trustee or Member who is financially dependent on such Trustee or Member or on whom the Trustee or Member is financially dependent,
- (c) the spouse or civil partner of any person in (b),
- (d) any other person in a relationship with a Trustee or Member which may reasonably be regarded as equivalent to that of a spouse or civil partner, or
- (e) any company, LLP or partnership of which a Trustee or Member is a paid director, member, partner or employee or a holder of more than 1% of the share capital or capital, and

any person who is a Connected Person in relation to any Trustee or Member is referred to in these Articles as **Connected** to that Trustee or Member

Interest: means any direct or indirect interest (and includes any interest a Trustee or any person Connected to a Trustee may have as a consequence of any duty he or she may owe to any other person) and where a Trustee (or any person Connected to a Trustee) has any such interest in any matter or situation or transaction or arrangement the Trustee is **Interested** in it

Member and Membership refer to the members of the Charity for the purposes of, and as defined by, the Act and their membership of the Charity

Memorandum: means the Charity's memorandum of association

Month: means calendar Month

Secretary: means the secretary of the Charity or if no secretary has been appointed, the person to carry out the duties of the secretary of the Charity

Subsidiary Company: means any company in which the Charity holds.

- (a) more than 50% of the shares, or
- (b) more than 50% of the voting rights attached to the shares, or
- (c) the right to appoint one or more of the directors

Trustee: means each of the directors of the Charity under the Act (and **Trustees** means all of the directors)

Written or In Writing: refers to a legible document on paper (including a fax message) or in electronic form (including an e-mail)

Year: means calendar Year

23 2 Expressions defined in the Act have the same meaning

23 3 References to an Act of Parliament are to the relevant Act as amended or re-enacted from time to time and to any subordinate legislation made under it