

FILE COPY



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

Company Number **10318633**

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

THE SAID BUSINESS SCHOOL FOUNDATION TRUSTEE LIMITED

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

Given at Companies House, Cardiff, on **8th August 2016**



* N10318633C *



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**



Companies House

IN01_(ef)

Application to register a company



Received for filing in Electronic Format on the: **08/08/2016**

X5CYZMF4

*Company Name in
full:*

THE SAID BUSINESS SCHOOL FOUNDATION TRUSTEE LIMITED

Company Type:

Private company limited by guarantee

*Situation of
Registered Office:*

England and Wales

*Proposed Registered
Office Address:*

**SAID BUSINESS SCHOOL PARK END STREET
OXFORD
UNITED KINGDOM OX1 1HP**

Sic Codes:

85600

Company Director 1

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

Company Director 2

Type: **Person**

Full Forename(s): **SIR JOHN**

Surname: **HOOD**

Service Address: **SAID BUSINESS SCHOOL PARK END STREET
OXFORD
UNITED KINGDOM OX1 1HP**

Country/State Usually Resident: UNITED KINGDOM

Date of Birth: ****/01/1952**

Occupation: **PRESIDENT
AND CEO,
ROBERTSON
FOUNDATION**

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

Type: **Person**

Full Forename(s): **LORD CHARLES DAVID**

Surname: **POWELL**

Service Address: **SAID BUSINESS SCHOOL PARK END STREET
OXFORD
UNITED KINGDOM OX1 1HP**

Country/State Usually Resident: UNITED KINGDOM

Date of Birth: ****/07/1941** *Nationality:* **BRITISH**

Occupation: **MEMBER,
HOUSE OF
LORDS**

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

Company Director 4

Type: **Person**

Full Forename(s): **PROFESSOR PETER**

Surname: **TUFANO**

Service Address: **SAID BUSINESS SCHOOL PARK END STREET
OXFORD
UNITED KINGDOM OX1 1HP**

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

Date of Birth: ****/04/1957** *Nationality:* **AMERICAN**

Occupation: **PROFESSOR
AND DEAN**

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

Company Director 5

Type: **Person**

Full Forename(s): **SIR MAURICE VICTOR**

Surname: **BLANK**

Service Address: **SAID BUSINESS SCHOOL PARK END STREET
OXFORD
UNITED KINGDOM OX1 1HP**

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

Date of Birth: ****/11/1942** *Nationality:* **BRITISH**

Occupation: **COMPANY
ADVISOR**

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

Company Director 6

Type:	Person		
Full Forename(s):	MR KHALED RIDA		
Surname:	SAID		
Service Address:	SAID BUSINESS SCHOOL PARK END STREET OXFORD UNITED KINGDOM OX1 1HP		
Country/State Usually Resident:	UNITED KINGDOM		
Date of Birth:	**/01/1975	Nationality:	BRITISH
Occupation:	COMPANY DIRECTOR		

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

Company Director 7

Type:	Person		
Full Forename(s):	MR WAFIC RIDA		
Surname:	SAID		
Service Address:	SAID BUSINESS SCHOOL PARK END STREET OXFORD UNITED KINGDOM OX1 1HP		
Country/State Usually Resident:	MONACO		
Date of Birth:	**/12/1939	Nationality:	CANADIAN
Occupation:	BUSINESSMAN		

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

Company Director 8

Type:	Person
Full Forename(s):	MR PHILIP ARTHUR GEORGE

Surname: SEERS

Service Address: **BADGERS
GREAT CANFIELD
ESSEX
UNITED KINGDOM CM6 1JR**

Country/State Usually Resident: UNITED KINGDOM

Date of Birth: ****/10/1946** *Nationality:* **BRITISH**

Occupation: **COMPANY
DIRECTOR**

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

Persons with Significant Control (PSC)

Statement of initial significant control

On incorporation, there will be someone who will count as a Person with Significant Control (either a registerable person or relevant legal entity (RLE)) in relation to the company

Individual Person with Significant Control details

Names: **MR WAFIC RIDA SAID**

Country/State Usually Resident: **MONACO**

Date of Birth: ****/12/1939** *Nationality:* **CANADIAN**

Service Address: **SAID BUSINESS SCHOOL PARK END STREET
OXFORD
UNITED KINGDOM
OX1 1HP**

The subscribers confirm that each person named as an individual PSC in this application knows that their particulars are being supplied as part of this application.

Nature of control

The person holds, directly or indirectly, more than 50 % but less than 75% of the voting rights in the company.

Statement of Guarantee

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

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

Name: **WAFIC RIDA SAID**

Address **SAID BUSINESS SCHOOL PARK END STREET
OXFORD
UNITED KINGDOM
OX1 1HP**

Amount Guaranteed **£1.00**

Name: **UNIVERSITY OF OXFORD**

Address **UNIVERSITY OFFICES WELLINGTON SQUARE
OXFORD
OXON
UNITED KINGDOM
OX1 2JD**

Amount Guaranteed **£1.00**

Statement of Compliance

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

Authorisation

Authoriser Designation: **subscriber**

Authenticated **YES**

COMPANY NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION OF

The Said Business School Foundation Trustee Limited

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

Name of each subscriber

Authentication by each subscriber

Wafic Rida Said

University of Oxford

Dated this 8 August 2016

THE ARTICLES OF ASSOCIATION OF THE SAID BUSINESS SCHOOL FOUNDATION TRUSTEE LIMITED



10 Queen Street Place, London EC4R 1BE

www.bwbllp.com

PK/PG 214838/0001

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The Companies Act 2006

Company Limited by Guarantee and not having a Share Capital

Articles of Association of The Said Business School Foundation Trustee

Limited INTERPRETATION

1. Defined terms

The interpretation of these Articles is governed by the provisions set out in the Schedule at the end of the Articles.

OBJECTS AND POWERS

2. Objects

The objects of the Company are to act as trustee of The Said Business School Foundation, registered charity in England and Wales (1069380) (the "**Foundation**").

3. Powers

The Company has the power to do all such things as are incidental or conducive to the furtherance of its objects, and in particular, but without limitation, may borrow or raise and secure the payment of money for any purpose including for the purposes of investment or of raising funds.

NON-PROFIT STATUS

4. Limitation on private benefits

4.1 The income and property of the Company shall be applied solely towards the promotion of its objects.

4.2 The Directors shall serve without compensation but the Company may authorise the payment of all necessary and reasonable expenses of the Directors in attending meetings of the Company and in performing other official duties assigned to them by the Company.

Permitted benefits to members, Directors and persons Connected

4.3 Except as provided below no part of the income and property of the Company may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any member, Director or persons Connected. This shall not prevent any payment in good faith by the Company of any payment made to a Director or persons Connected that is authorised by the Trust Deed.

4.4 A Director or a person Connected to a Director may be reimbursed by the Company for, or may pay out of the Company's property, reasonable expenses properly incurred by him or her when acting on behalf of the Company.

Professional charges

- 4.5 Any Director being a solicitor or other person engaged in any professional business shall be entitled to charge and be paid all reasonable professional and proper charges for business transacted, time expended and acts done by him or her or any partner of him or her when instructed by his or her co-Directors so to act in that capacity on behalf of the Company, provided that he or she shall withdraw from any meeting of the Directors at which his or her appointment or the appointment of any partner of him or her or the terms of their charges is being discussed.

Directors as employees of the School

- 4.6 A person may be appointed as a Director hereof notwithstanding that he or she shall be the Dean of the School or employed in the School and shall not be accountable to the Company for any benefit that he or she shall derive from such employment, provided that he or she shall withdraw from any meeting of the Directors at which his or her appointment remuneration or other terms of employment or the appointment remuneration or other terms of employment of any other employee or employees which might affect the Director is being discussed.

LIMITATION OF LIABILITY AND INDEMNITY

5. Liability of members

The liability of each member is limited to £1, being the amount that each member undertakes to contribute to the assets of the Company in the event of its being 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:

- 5.1 payment of the Company's debts and liabilities contracted before he, she or it ceases to be a member;
- 5.2 payment of the costs, charges and expenses of winding up; and
- 5.3 adjustment of the rights of the contributories among themselves.

6. Indemnity

Without prejudice to any indemnity to which a Director may otherwise be entitled, every Director of the Company shall be indemnified out of the assets of the Company in relation to any liability incurred by him or her in that capacity but only to the extent permitted by the Companies Acts; and every other officer of the Company may be indemnified out of the assets of the Company in relation to any liability incurred by him or her in that capacity, but only to the extent permitted by the Companies Acts.

DIRECTORS

DIRECTORS' POWERS AND RESPONSIBILITIES

7. Directors' general authority

Subject to the Articles, the Directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.

8. **Chair**

The Chair shall be elected by the Directors from amongst their number to serve for two years and shall be eligible for re-election.

9. **Directors may delegate**

9.1 The Directors may delegate any of their powers or functions to any committee.

9.2 The Directors may delegate the implementation of their decisions or day to day management of the affairs of the Company to any person or committee.

9.3 Any delegation by the Directors may be:

9.3.1 by such means;

9.3.2 to such an extent;

9.3.3 in relation to such matters or territories; and

9.3.4 on such terms and conditions;

as they think fit.

9.4 If the Directors so specify, any such delegation may authorise further delegation of the relevant powers, functions, implementation of decisions or day to day management by any person to whom they are delegated.

9.5 The Directors may revoke any delegation in whole or part, or alter its terms and conditions.

9.6 The Directors may by power of attorney or otherwise appoint any person to be the agent of the Company for such purposes and on such conditions as they determine.

10. **Committees**

10.1 In the case of delegation to committees:

10.1.1 the resolution making the delegation must specify those who shall serve or be asked to serve on the committee (although the resolution may allow the committee to make co-options up to a specified number);

10.1.2 the composition of any committee shall be entirely in the discretion of the Directors and may comprise such of their number (if any) as the resolution may specify;

10.1.3 the deliberations of any committee must be reported regularly to the Directors and any resolution passed or decision taken by any committee must be reported promptly to the Directors and every committee must appoint a secretary for that purpose;

10.1.4 the Directors may make such regulations and impose such terms and conditions and give such mandates to any committee as they may from time to time think fit; and

10.1.5 no committee shall knowingly incur expenditure or liability on behalf of the Company except where authorised by the Directors or in accordance with a budget which has been approved by the Directors.

10.2 The meetings and proceedings of any committee shall be governed by the Articles below which regulate the meetings and proceedings of the Directors so far as they apply and are not superseded by any regulations made by the Directors.

11. Delegation of day to day management powers

In the case of delegation of the day to day management of the Company to a manager or managers:

11.1 the delegated power shall be to manage the Company by implementing the policy and strategy adopted by and within a budget approved by the Directors and (if applicable) to advise the Directors in relation to such policy, strategy and budget;

11.2 the Directors shall provide any manager with a description of his or her role and the extent of his or her authority; and

11.3 any manager must report regularly to the Directors on the activities undertaken in managing the Company and provide them regularly with management accounts which are sufficient to explain the results of operation and the financial position of the Company.

DECISION-MAKING BY DIRECTORS

12. Directors to take decisions collectively

Subject to Article 18, any decision of the Directors must be either a majority decision at a meeting or a decision taken in accordance with Article 19.

13. Calling a Directors' meeting

13.1 Two Directors may (and the Secretary, if any, must at the request of two Directors) call a Directors' meeting.

13.2 A Directors' meeting must be called by at least seven Clear Days' notice unless either:

13.2.1 all the Directors agree; or

13.2.2 urgent circumstances require shorter notice.

13.3 Notice of Directors' meetings must be given to each Director.

13.4 Every notice calling a Directors' meeting must specify:

13.4.1 the place, day and time of the meeting;

13.4.2 the general nature of the business to be considered at such meeting; and

13.4.3 if it is anticipated that Directors 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.

- 13.5 Notice of Directors' meetings need not be in Writing. Notice of Directors' meetings may be sent by Electronic Means to an Address provided by the Director for the purpose.

14. Participation in Directors' meetings

- 14.1 Directors participate in a Directors' meeting, or part of a Directors' meeting, when:

- 14.1.1 the meeting has been called and takes place in accordance with the Articles; and
- 14.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

- 14.2 In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.

- 14.3 If all the Directors 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.

15. Quorum for Directors' meetings

- 15.1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

- 15.2 The quorum for Directors' meetings shall be four Directors, including at least two University Directors and at least two Benefactor Directors.

16. Chairing of Directors' meetings

The Chair shall preside at each meeting of the Directors. In his or her absence another Director selected by the Directors present at the meeting shall preside.

17. Proxies at Directors' meetings

- 17.1 If any Director is unable to attend any Directors' meeting or any meeting of a committee of which he or she is a member:

- 17.1.1 in the case of a University Director, the Vice-Chancellor may appoint any person to act as proxy for that Director at that meeting;

- 17.1.2 in the case of a Benefactor Director, the Benefactor may appoint any person to act as proxy for that Director at that meeting;

- 17.1.3 in the case of the Director appointed in accordance with Article 24.2.5, that Director may appoint any person to act as proxy for him or her at that meeting;

provided that in every case where a proxy is appointed that the proxy reports the exercise of his or her powers to the person who appointed him or her and to the person for whom he or she is proxy.

- 17.2 A proxy may vote as he or she thinks fit or may abstain from voting.

18. Decision-making at meetings

18.1 Subject to Article 18.2 and anything specified in the Regulations, questions arising at a Directors' meeting shall be decided by a majority of votes.

18.2 Any decision of the Directors to exercise the power of the Company under clause 13 of the Trust Deed must be decided by Special Majority.

18.3 The Chair shall not have a casting vote.

19. Decisions without a meeting

19.1 A decision is taken in accordance with this Article when all of the Directors indicate to each other by any means (including without limitation by Electronic Means) that they share a common view on a matter. The Directors cannot rely on this Article to make a decision if one or more of the Directors has a conflict of interest or duty which, under Article 20, results in them not being entitled to vote.

19.2 Such a decision may, but need not, take the form of a resolution in Writing, copies of which have been signed by each Director or to which each Director has otherwise indicated agreement in Writing.

20. Conflicts of interest

Declaration of interests

20.1 Unless Article 20.2 applies, a Director must declare the nature and extent of:

20.1.1 any direct or indirect interest which he or she has in a proposed transaction or arrangement with the Company or Foundation; and

20.1.2 any duty or any direct or indirect interest which he or she has which conflicts or may conflict with the interests of the Company or Foundation or his or her duties to the Company or Foundation.

20.2 There is no need to declare any interest or duty of which the other Directors are, or ought reasonably to be, already aware.

Participation in decision-making

20.3 If a Director's interest or duty cannot reasonably be regarded as likely to give rise to a conflict of interest or a conflict of duties with or in respect of the Company or Foundation, he or she is entitled to participate in the decision-making process, to be counted in the quorum and to vote in relation to the matter. Any uncertainty about whether a Director's interest or duty is likely to give rise to a conflict shall be determined by a majority decision of the other Directors taking part in the decision-making process.

20.4 If a Director's interest or duty gives rise (or could reasonably be regarded as likely to give rise) to a conflict of interest or a conflict of duties with or in respect of the Company or Foundation, he or she may participate in the decision-making process and may be counted in the quorum and vote unless:

- 20.4.1 the decision could result in the Director or any person Connected with him or her receiving a benefit other than:
- (a) any benefit received in his, her or its capacity as a beneficiary of the Foundation and which is permitted by the trusts of the Foundation and is available generally to the beneficiaries of the Foundation; and
 - (b) payments in accordance with Article 4.3.
- 20.4.2 a majority of the other Directors participating in the decision-making process decide to the contrary;
- in which case he or she must comply with Article 20.5.
- 20.5 If a Director with a conflict of interest or conflict of duties is required to comply with this Article 20.5, he or she must:
- 20.5.1 take part in the decision-making process only to such extent as in the view of the other Directors is necessary to inform the debate;
 - 20.5.2 not be counted in the quorum for that part of the process; and
 - 20.5.3 withdraw during the vote and have no vote on the matter.

Continuing duties to the Company

- 20.6 Where a Director has a conflict of interest or conflict of duties and the Director has complied with his or her obligations under these Articles in respect of that conflict:
- 20.6.1 the Director shall not be in breach of his or her duties to the Company by withholding confidential information from the Company if to disclose it would result in a breach of any other duty or obligation of confidence owed by him or her; and
 - 20.6.2 the Director shall not be accountable to the Company for any benefit expressly permitted under these Articles which he or she or any person Connected with him or her derives from any matter or from any office, employment or position.

21. Register of Directors' interests

The Directors must cause a register of Directors' interests to be kept. A Director must declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the Company or in any transaction or arrangement entered into by the Company which has not previously been declared.

22. Validity of Director actions

All acts done by a person acting as a Director shall, even if afterwards discovered that there was a defect in his or her appointment or that he or she was disqualified from holding office or had vacated office, be as valid as if such person had been duly appointed and was qualified and had continued to be a Director. For the avoidance of doubt, such a Director shall be entitled to an indemnity under Article 6.

APPOINTMENT AND RETIREMENT OF DIRECTORS

23. Number of Directors

There shall be a minimum of seven Directors.

24. Appointment and Retirement of Directors

- 24.1 Those persons notified to the Registrar of Companies as the first directors of the Company shall be the first Directors.

Appointment of Directors

- 24.2 The board of Directors shall comprise:

- 24.2.1 the Vice-Chancellor of the University for the time being;
 - 24.2.2 the Benefactor;
 - 24.2.3 a minimum of two Directors appointed by the Vice-Chancellor after consultation with the Council (together with the Vice-Chancellor of the University, the "**University Directors**");
 - 24.2.4 a minimum of two Directors appointed by the Benefactor (together with the Benefactor, the "**Benefactor Directors**"); and
 - 24.2.5 one Director to be appointed by a unanimous decision of the University Directors and the Benefactor Directors,
- provided always that there shall be an equal number of University Directors and Benefactor Directors.

Automatic retirement

- 24.3 Each Appointed Director shall retire from office at the fourth Annual Retirement Meeting following the commencement of his or her term of office.
- 24.4 The Annual Retirement Meeting shall be the meeting of the Directors at which the accounts of the Company are adopted.

Maximum term

- 24.5 Retiring Appointed Directors may be reappointed but an Appointed Director who has served for two consecutive terms of office must take a break from office and may not be reappointed until the earlier of:
- 24.5.1 the anniversary of the commencement of his or her break from office; and
 - 24.5.2 the Annual Retirement Meeting following the Annual Retirement Meeting at which his or her break from office commenced.
- 24.6 If the retirement of an Appointed Director under Article 24.3 causes the number of Directors to fall below that set out in Article 23 then the retiring Appointed Director shall remain in office until a new appointment is made.

24.7 To ensure that all of the Appointed Directors are not required to retire at the same time, the Directors shall determine procedures for the first Appointed Directors to stagger their retirements.

24.8 Notwithstanding Article 24.5, the Benefactor may extend the term of a Benefactor Director and the University may extend the term of a University Director by one or more further terms if either the Benefactor or the Vice-Chancellor (as applicable) considers that such extension is in the interests of the Company.

25. **Termination of Director's appointment**

A person ceases to be a Director as soon as:

25.1 that person ceases to be a director by virtue of any provision of the Companies Act 2006, or is prohibited from being a director by law;

25.2 a bankruptcy order is made against that person, or an order is made against that person in individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;

25.3 a composition is made with that person's creditors generally in satisfaction of that person's debts;

25.4 notification is received by the Company from the Director that the Director is resigning from office, and such resignation is given on two months' notice and has taken effect in accordance with its terms (but only if at least seven Directors will remain in office when such resignation has taken effect);

25.5 in respect of any Director appointed by the Vice-Chancellor in accordance with Article 24.2.3, notification is received by the Company from the Vice-Chancellor, having consulted with the Council, that the Director has been removed from office; or

25.6 in respect of any Director appointed by the Benefactor in accordance with Article 24.2.4, notification is received by the Company from the Benefactor that the Director has been removed from office.

MEMBERS

BECOMING AND CEASING TO BE A MEMBER

26. **Members**

26.1 The only members of the Company shall be:

26.1.1 the University; and

26.1.2 the Benefactor, and membership shall be transmitted automatically from one Benefactor to the next and the name of the new Benefactor shall be forthwith entered in the register of members.

27. **Termination of membership**

Except as provided for in Article 26.1.2, membership is not transferable.

DECISION-MAKING BY MEMBERS

28. Members' Meetings

Members' meetings shall be called and held in accordance with the provisions regarding such meetings in the Companies Acts.

29. Written Resolutions

The members may pass a resolution by way of a written resolution in accordance with the provisions regarding such resolutions in the Companies Acts.

ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS

30. Communications by the Company

Methods of communication

30.1 Subject to the Articles and the Companies Acts, any Document or information (including any notice) sent or supplied by the Company under the Articles or the Companies Acts may be sent or supplied in any way in which the Companies Act 2006 provides for Documents or information which are authorised or required by any provision of that Act to be sent or supplied by the Company, including without limitation:

30.1.1 in Hard Copy Form;

30.1.2 in Electronic Form; or

30.1.3 by making it available on a website.

30.2 A Document or information may only be sent or supplied in Electronic Form or by making it available on a website if the recipient has agreed that it may be sent or supplied in that form or manner or is deemed to have so agreed under the Companies Acts (and has not revoked that agreement).

30.3 Subject to the Articles, any notice or Document to be sent or supplied to Directors in connection with the taking of decisions by Directors may also be sent or supplied by the means which that Director has asked to be sent or supplied with such notices or Documents for the time being.

Deemed delivery

30.4 A member present in person or by proxy at a meeting of the Company shall be deemed to have received notice of the meeting and the purposes for which it was called.

30.5 Where any Document or information is sent or supplied by the Company to the members:

30.5.1 where it is sent by post it is deemed to have been received 48 hours (including Saturdays, Sundays, and Public Holidays) after it was posted;

30.5.2 where it is sent or supplied by Electronic Means, it is deemed to have been received on the same day that it was sent;

30.5.3 where it is sent or supplied by means of a website, it is deemed to have been received:

(a) when the material was first made available on the website; or

(b) if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.

Subject to the Companies Acts, a Director or any other person may agree with the Company that notices or Documents sent to that person in a particular way are deemed to have been received within a specified time, and for the specified time to be less than 48 hours.

Failed delivery

30.6 Where any Document or information has been sent or supplied by the Company by Electronic Means and the Company receives notice that the message is undeliverable:

30.6.1 if the Document or information has been sent to a member and is notice of a general meeting of the Company, the Company is under no obligation to send a Hard Copy of the Document or information to the member's postal address as shown in the Company's register of members, but may in its discretion choose to do so;

30.6.2 in all other cases, the Company shall send a Hard Copy of the Document or information to the member's postal address as shown in the Company's register of members (if any), or in the case of a recipient who is not a member, to the last known postal address for that person (if any); and

30.6.3 the date of service or delivery of the Documents or information shall be the date on which the original electronic communication was sent, notwithstanding the subsequent sending of Hard Copies.

31. Communications to the Company

The provisions of the Companies Acts shall apply to communications to the Company.

32. Secretary

A Secretary may be appointed by the Directors for such term, at such remuneration and upon such conditions as they may think fit, and may be removed by them. If there is no Secretary:

32.1 anything authorised or required to be given or sent to, or served on, the Company by being sent to its Secretary may be given or sent to, or served on, the Company itself, and if addressed to the Secretary shall be treated as addressed to the Company; and

32.2 anything else required or authorised to be done by or to the Secretary of the Company may be done by or to a Director, or a person authorised generally or specifically in that behalf by the Directors.

33. **Minutes**

The Directors must cause minutes to be made:

- 33.1 of all appointments of officers made by the Directors;
- 33.2 of all resolutions of the Company and of the Directors (including, without limitation, decisions of the Directors made without a meeting); and
- 33.3 of all proceedings at meetings of the Company and of the Directors, and of committees of Directors, including the names of the Directors present at each such meeting;

and any such minute, if purported to be signed (or in the case of minutes of Directors' meetings signed or authenticated) by the chair of the meeting at which the proceedings were had, or by the chair of the next succeeding meeting, shall, as against any member or Director of the Company, be sufficient evidence of the proceedings.

34. **Irregularities**

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

35. **Records and accounts**

The Directors shall comply with the requirements of the Companies Acts as to maintaining a members' register, keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies of annual accounts and annual returns.

36. **Exclusion of model articles**

The relevant model articles for a company limited by guarantee are hereby expressly excluded.

37. **Winding Up**

If any property remains after the Company has been wound up or dissolved and the debts and liabilities have been satisfied it may not be paid to or distributed among the members of the Company, but must be given to some charitable institution or institutions as may be chosen by resolution of the Directors at or before the time of winding up or dissolution.

Schedule 1 Interpretation

Defined terms

1. In the Articles, unless the context requires otherwise, the following terms shall have the following meanings:

Term	Meaning
1.1 “Address”	includes a number or address used for the purposes of sending or receiving documents by Electronic Means;
1.2 “Annual Retirement Meeting”	has the meaning given to such term in Article 24.4;
1.3 “Appointed Director”	means a director appointed pursuant to Articles 24.2.3 to 24.2.5;
1.4 “Articles”	the Company’s articles of association;
1.5 “Benefactor”	<div>1.5.1 means such person (being an individual and not a corporation) for such period or periods and on such terms and conditions as the Founder may in writing to the Company and to the University, or if before the date of incorporation of the Company, as the Founder may in writing to the trustees of the Foundation and to the University, revocably or irrevocably in his absolute discretion nominate as the Benefactor (and so that the exercise of this power may be delegated and sub-delegated to any extent); and subject thereto:</div> <div>1.5.2 the Founder during his lifetime; and subject thereto and in default of any exercise of the power referred to in 1.3.1 above,</div> <div>1.5.3 the Chairman for the time being of the Ultimate Foundation;</div>
1.6 “Benefactor Directors”	has the meaning given to such term in Article 24.2.4;
1.7 “Chair”	has the meaning given in Article 8;
1.8 “Clear Days”	in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
1.9 “Company”	The Saïd Business School Foundation Trustee

Term	Meaning
	Limited;
1.10 “Companies Acts”	means the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Company;
1.11 “Connected”	in relation to a Director means any person falling within one of the following categories: <ul style="list-style-type: none"> 1.11.1 any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a Director; or 1.11.2 the spouse or civil partner of any person in 1.9.1; or 1.11.3 any person in a relationship with the Director which may reasonably be regarded as equivalent to such a relationship as is mentioned at 1.9.1 or 1.9.2; or 1.11.4 any company, partnership or firm of which a Director is a paid director, member, partner or employee, or shareholder holding more than 1% of the capital;
1.12 “Council”	means the Council of the University or such other University body as the University may from time to time by written notice to the Company and the Benefactor nominate to perform the functions given to Council by these Articles and the Trust Deed;
1.13 “Director”	a director of the Company, and includes any person occupying the position of director, by whatever name called;
1.14 “Document”	includes, unless otherwise specified, any document sent or supplied in Electronic Form;
1.15 “Electronic Form” and “Electronic Means”	have the meanings respectively given to them in Section 1168 of the Companies Act 2006;
1.16 “Foundation”	has the meaning given in Article 2;
1.17 “Founder”	means Wafic Rida Saïd;
1.18 “Hard Copy” and “Hard Copy Form”	have the meanings respectively given to them in the Companies Act 2006;

Term	Meaning
1.19 “Member”	means the members of the Company as defined under the Companies Act as further defined in Article 26.1;
1.20 “Regulations”	means the Regulations made by the Council dated 11 October 2010, as the same may be amended or replaced;
1.21 “School”	means the University's School of Management Studies, known as the Saïd Business School;
1.22 “Secretary”	the secretary of the Company (if any);
1.23 “Special Majority”	means a vote passed by a majority of four-fifths of the Directors at the date when such vote is taken;
1.24 “Trust Deed”	means the charitable trust deed relating to the Foundation dated 23 March 1998, made by the Founder, as amended by supplemental deeds dated 28 May 1998, 31 October 1998, 31 December 1998 and deeds of amendment dated 28 May 1999, 17 January 2003 and 20 April 2005, and as may be further amended or varied from time to time;
1.25 “Ultimate Foundation”	means the Saïd Foundation, an English charitable company registered with the Charity Commission under no. 1125521 and with Companies House under no. 6621764, or if the Saïd Foundation has ceased to exist, such other charity within the meaning of section 1 of the Charities Act 2011 (or any Act amending or replacing that Act) as the Benefactor shall in writing to the Company in his absolute discretion nominate;
1.26 “University”	means the University of Oxford;
1.27 “University Directors”	has the meaning given to such term at Article 24.2.3;
1.28 “Writing”	the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in Electronic Form or otherwise.
2.	Subject to paragraph 3 of this Schedule, any reference in the Articles to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it.
3.	Unless the context otherwise requires, words or expressions contained in the Articles bear the same meaning as in the Companies Act 2006 as in force on the date when the Articles become binding on the Company.