

**THE COMPANIES ACT 2006**

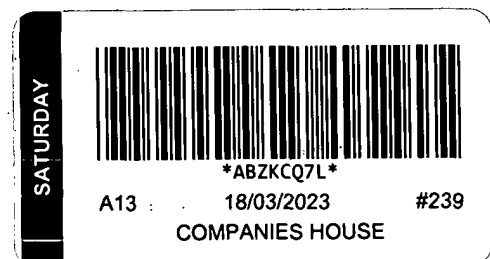
**COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL**

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**ARTICLES OF ASSOCIATION  
OF  
THE GORDON FOUNDATION**

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**Incorporated on 11 August 1888  
as amended by Special Resolutions dated 6 July 1892, 26 January 1989,  
29 January 1994 and 21 January 2023**



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1. **THE COMPANY'S NAME IS:** 'THE GORDON FOUNDATION'<sup>1</sup>  
(and in this document it is called the "Foundation").

2. **INTERPRETATION**

In the Articles:

<b>"address"</b>	means a postal address or, for the purposes of electronic communication, an e-mail or postal address, in each case registered with the Foundation;
<b>"the Articles"</b>	means the Foundation's articles of association;
<b>"the Chairman"</b>	means the Chairman of the Foundation Committee, elected in accordance with Article 19;
<b>"the Charities Act"</b>	means the Charities Act 2011;
<b>"clear days"</b>	in relation to the period of a notice, means a period excluding: <ul style="list-style-type: none"><li>• the day when the notice is given or deemed to be given; and</li><li>• the day for which it is given or on which it is to take effect;</li></ul>

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<sup>1</sup> Name changed from 'The Gordon Boys' School' by special resolution dated 26 January 1989

<b>"the Commission"</b>	means the Charity Commission for England and Wales;
<b>"Companies Acts"</b>	means the Companies Acts (as defined in Section 2 of the Companies Act 2006) insofar as they apply to the Foundation;
<b>"connected person"</b>	<p>means any of the following:</p> <ul style="list-style-type: none"><li>a) any parent, child (including stepchild or illegitimate child), brother, sister, grandparent or grandchild of a Trustee;</li><li>b) the spouse or civil partner of a Trustee or of any person in (a), including anyone living as the spouse or civil partner of any of the above;</li><li>c) any person carrying on business in partnership with a Trustee or any person in a) to b) above;</li><li>d) any institution which is controlled either by a Trustee alone or in combination with any one or more of the persons in a) to c) above;</li><li>e) any body corporate in which a Trustee, either alone or in combination with any one or more of the persons in a) to c) above, holds more than 20% of the share capital or more than 20% of the voting rights in the body corporate.</li></ul> <p>Any person who is a connected person in relation to any Trustee is referred to in these Articles as 'connected' to that Trustee;</p>
<b>"document"</b>	includes, unless otherwise specified, any document sent or supplied in electronic form;
<b>"electronic form"</b>	has the meaning given in section 1168 of the Companies Act 2006 and shall include by e-mail, USB or similar. Any document or information in electronic form must be capable of being read by the naked eye and of being retained in copy form;
<b>"Foundation"</b>	means the company known as 'The Gordon Foundation' (Registered Company No: 00027272, Registered Charity No: 312092);
<b>"Foundation Committee"</b>	means the governing body/board of trustees of the Foundation;

<b>"Hybrid Meeting"</b>	means a meeting of members of the Foundation, or a meeting of the Foundation Committee at which some participants are attending the meeting in person and others are attending virtually;
<b>"Investment Manager"</b>	an Investment Manager shall be authorised to carry on investment business under the provisions of the Financial Services Act 1986 or the Financial Services and Markets Act 2000 as amended from time to time or any legislation enacted in substitution thereof;
<b>"the office"</b>	means the registered office of the Foundation;
<b>"the School"</b>	means 'Gordon's School', an academy and exempt charity;
<b>"the Schools"</b>	means the School and any schools acquired in the future, either in the UK or overseas;
<b>"the Seal"</b>	means the common seal of the Foundation, if it has one;
<b>"Secretary"</b>	means any person appointed to perform the duties of the secretary of the Foundation;
<b>"Trustee"</b>	means a director of the company and also charity trustee, as defined by Section 177 of the Charities Act;
<b>"the United Kingdom"</b>	means Great Britain and Northern Ireland;
<b>"Vice Chairman"</b>	means any Vice Chairman of the Foundation Committee, if appointed;
<b>"Virtual Meeting"</b>	means a meeting of members of the Foundation, or a meeting of the Foundation Committee, where arrangements have been made in advance to allow participants to attend the meeting by means of a conference telephone, video link or similar means of electronic communication at which all participants can be heard and can hear each other without the need for them to be physically present at the same location. A person participating in a meeting by such means shall be deemed to be attending virtually.

Words importing one gender shall include all genders, and the singular includes the plural and vice versa.

Unless the context otherwise requires, words or expressions contained in the Articles have the same meaning as in the Companies Acts but excluding any statutory modification not in force when these Articles become binding on the Foundation.

Apart from the exception in the previous paragraph, a reference to an Act of Parliament includes any statutory modification or re-enactment of it for the time being in force.

Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography, and other modes of representing or reproducing words in a visible or electronic form.

### **3. LIABILITY OF MEMBERS**

3.1. The liability of the members is limited to a sum not exceeding one pound (£1), being the amount that the member undertakes to contribute to the assets of the Foundation in the event of its being wound up while it is a member, or within one year after it ceases to be a member, for:

- 3.1.1. payment of the Foundation's debts and liabilities incurred before it ceases to be a member;
- 3.1.2. payment of the costs, charges and expenses of winding up; and
- 3.1.3. adjustment of the rights of the contributories among themselves.

### **4. OBJECTS**

4.1. The Foundation's objects ('Objects') are specifically restricted to the following:

- 4.1.1. To educate or contribute to the education of boys and girls, having particular regard to those with a specific boarding or educational need, with a view to fitting them for further education or for earning their livelihood, such object being in continuation of the work of the unincorporated institution known as The Gordon Boys' Home, established in July 1885 as a National Memorial to General Gordon.

## **5. POWERS**

- 5.1. The Foundation has power to do anything which is calculated to further its Objects or is conducive or incidental to doing so. In particular, the Foundation has power:
- 5.1.1. to acquire and carry on or manage, in the United Kingdom or elsewhere, any school or schools for the education of children;
  - 5.1.2. to provide, at the absolute discretion of the Trustees, means-tested bursaries and other awards for pupils or prospective pupils of the School or Schools who are in financial need, to enable them to attend the School or Schools and enable them to participate in curricular and extra-curricular activities undertaken for educational purposes;
  - 5.1.3. to institute, establish, contribute towards and administer scholarships, exhibitions, grants, prizes, awards or allowances tenable at the School or Schools, to pupils or prospective pupils selected on the grounds of merit or means or considered worthy of suitable reward or mark of distinction;
  - 5.1.4. to give scholarships and exhibitions and to make grants and allowances to any pupil or past pupil of any School or Schools owned or managed by the Foundation for the purpose of proceeding to any university or place of further education;
  - 5.1.5. to raise funds and to invite and receive contributions from any person or persons whatsoever by way of fees, subscriptions, donations, contributions, legacies, grants, licence fees, appeals for funds or any other lawful method, and to accept and receive any gifts or property of any description, whether subject to a special trust or not. Provided always that any moneys so received by the Foundation shall be used or applied by the Foundation for or towards its charitable Objects and, in relation to any contributions subject to any special trusts or conditions, the Foundation shall hold and apply the same in accordance with the trusts and conditions on which they were transferred and shall only deal with or apply the same in such manner allowed by law, having regard to such trusts;
  - 5.1.6. to take and accept any gift of money, property or other assets, whether subject to any special trust or not, in order to further the Objects;
  - 5.1.7. to purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges which the Foundation may think

necessary for the promotion of the Objects, to manage and improve such property and to provide, construct, maintain, alter and equip any facilities, buildings or erections necessary or conducive to the Objects (subject to such consents as may be required by law);

- 5.1.8. to exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, manage and improve all or any part of the property or assets of the Foundation and to exercise any rights, privileges or advantages, easements or other benefits attached to such property or assets and to undertake, maintain, execute and do all such lawful acts, matters and things as the Foundation may be obliged or required or ought to do as the owner of such property or assets or to otherwise deal with any of the property and rights of the Foundation as may be necessary or conducive to the Objects. In exercising this power, the Foundation must comply as appropriate with sections 117 and 122 of the Charities Act;
- 5.1.9. to provide, erect, construct, lay down, carry out, enlarge, alter, maintain, improve, equip and manage any school houses, boarding houses, classrooms, laboratories, gymnasiums, sanatoria, playgrounds and playing fields, swimming pools, games' courts, recreation grounds and buildings in connection with sports and games of all kinds, reading rooms, libraries, studios, residences for the accommodation of staff and generally any buildings and works that may be necessary or desirable for the promotion of the Objects;
- 5.1.10. to borrow and raise money and to enter into any derivative arrangement relating to such borrowing; to charge the whole or any part of the property belonging to the Foundation as security for repayment of the money borrowed or as security for a grant or the discharge of an obligation. The Foundation must comply as appropriate with sections 124 to 126 of the Charities Act if it wishes to mortgage land;
- 5.1.11. to enter into contracts and service level agreements, including with the School or Schools;
- 5.1.12. to co-operate with other schools, charities, voluntary bodies and statutory authorities, whether national, local or otherwise, and to exchange information and advice with them;
- 5.1.13. to acquire, merge with or to enter into any partnership or joint venture arrangement with any other schools, charitable trusts, associations, institutions,

societies, companies, social enterprises or voluntary bodies with similar charitable purposes;

- 5.1.14. to share the Foundation's facilities and resources where appropriate with individuals, groups or organisations within the local community in the pursuit of educational and other associated activities for the benefit of the local or wider community;
- 5.1.15. in exchange for full consideration, and subject to Part 7 of the Charities Act, to grant licences or make any disposition of the property or assets of the Foundation, including its intellectual property, to any other entity, including to a trading company or subsidiary company formed and operated for the purpose of benefiting the Foundation, provided that the Foundation shall not undertake any permanent taxable trading activity and must comply with relevant statutory regulations. No licence or disposition shall be of such a nature or scope as to make improper or excessive use of the property or other assets of the Foundation for non-charitable purposes;
- 5.1.16. to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts in the name of the Foundation;
- 5.1.17. to lend and advance money or give credit on any terms and with or without security to any person, firm or company, including a trading company formed and operated in accordance with Article 5.1.15, to enter into guarantees, contracts of indemnity and suretyships of all kinds, to receive money on deposit or loan upon any terms and to secure or guarantee in any manner and upon any terms the payment of any sum of money or the performance of any obligation by any person, firm or company;
- 5.1.18. to make any charitable donation, either in cash or assets, for the furtherance of the Objects;
- 5.1.19. to set aside income as a reserve against future expenditure but only in accordance with a written policy about reserves;
- 5.1.20. to deposit or invest funds in any manner (but to invest only after the Trustees have considered the need for any independent advice from a financial expert, and having regard to the suitability of investments and the need for diversification), provided that the Foundation shall have power to retain any investments donated to it;



- 5.1.21. to delegate the management of investments to an Investment Manager, but only on terms that:
  - 5.1.21.1. the investment policy is set down in writing for the Investment Manager by the Foundation Committee;
  - 5.1.21.2. the performance of the investments is reviewed regularly with the Foundation Committee;
  - 5.1.21.3. the Foundation Committee is entitled to cancel the delegation arrangement at any time;
  - 5.1.21.4. the investment policy and the delegation arrangement are reviewed at least once a year;
  - 5.1.21.5. all payments due to the Investment Manager are on a scale or at a level which is agreed in advance and are notified promptly to the Foundation Committee on receipt;
  - 5.1.21.6. the Investment Manager must only operate within the powers of the Foundation Committee.
- 5.1.22. to arrange for investments or other property of the Foundation to be held in the name of a nominee (being a corporate body registered or having an established place of business in England and Wales) under the control of the Foundation Committee, or of an Investment Manager acting under their instructions, and to pay any reasonable fee required;
- 5.1.23. to appoint, employ, or otherwise engage such staff as the Foundation Committee thinks fit and are considered necessary for the attainment of the Objects, and to fix and pay the remuneration of all or any such persons for their services and, where necessary, to terminate any such employment on such terms as the Foundation Committee may decide and which is within their power to agree. The Foundation may employ or remunerate a Trustee only to the extent it is permitted to do so by Article 6;
- 5.1.24. subject to Article 6, to grant pensions, allowances and gratuities to past or present officers or employees of the Foundation or to the dependants of such persons and to establish and maintain or participate in trust funds or schemes (whether contributory or non-contributory) for providing pensions or other benefits for any such persons mentioned above;

- 5.1.25. to insure at the expense of the Foundation and to arrange insurance cover for and to indemnify its officers, staff, voluntary workers and members from and against all such risks incurred in the course of their duties as may be thought fit, and in relation to the Trustees (or any of them) so far as is permitted by Article 5.1.26;
- 5.1.26. to pay out of the funds of the Foundation the cost of trustees' indemnity insurance for the benefit of the Trustees, in accordance with Article 6 below, and provided that no such policy shall extend to indemnifying the Trustees against any liability for criminal or wilful wrongdoing or default;
- 5.1.27. to insure the Foundation and the Foundation's property against such risks as the Trustees shall consider it prudent or necessary to insure;
- 5.1.28. to do all such other lawful things as shall further the Objects of the Foundation.

## **6. APPLICATION OF INCOME AND PROPERTY**

- 6.1. The income and property of the Foundation shall be applied solely towards the promotion of its Objects, and no portion of such income and property shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to members of the Foundation, and no Trustee shall be appointed to any office of the Foundation paid by salary or fees, or receive any remuneration or other benefit in money or money's worth from the Foundation, provided that nothing shall prevent payment in good faith by the Foundation:
  - 6.1.1. of reasonable and proper remuneration to any member, officer or servant of the Foundation, not being a Trustee, for any services rendered to the Foundation;
  - 6.1.2. of interest on money lent by any member of the Foundation or Trustee at a rate per year not exceeding 2% less than the base rate prescribed for the time being by the clearing bank selected by the Foundation Committee or 3%, whichever is the greater;
  - 6.1.3. of reasonable and proper rent for premises demised or let by any member of the Foundation or Trustee;
  - 6.1.4. of fees, remuneration or other benefit in money or money's worth to a company of which a Trustee may be a member holding not more than one per cent of the capital of the company;
  - 6.1.5. of out-of-pocket expenses to any Trustee;

6.1.6. of reasonable and proper premiums in respect of trustees' indemnity insurance effected in accordance with Article 5.1.26 hereof.

6.2. In this Article 6 "Foundation" shall include any company in which the Foundation:

6.2.1. holds more than 50% of the shares; or

6.2.2. controls more than 50% of the voting rights attached to the shares; or

6.2.3. has the right to appoint one or more directors to the board of the company.

## **7. INDEMNITY**

7.1. The Foundation shall indemnify any relevant Trustee against any liability incurred by them in that capacity, to the extent permitted by sections 232 to 234 of the Companies Act 2006.

7.2. In this Article, a "relevant Trustee" means any Trustee or former Trustee of the Foundation.

## **8. DECLARATION OF TRUSTEES' INTERESTS**

8.1. A Trustee 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 Foundation or in any transaction or arrangement entered into by the Foundation which has not previously been declared. A Trustee must absent himself or herself from any discussions of the Foundation Committee in which it is possible that a conflict will arise between his or her duty to act solely in the interests of the Foundation and any personal interest (including but not limited to any personal financial interest).

## **9. CONFLICTS OF INTEREST**

9.1. If a conflict of interests arises for a Trustee because of a duty of loyalty owed to another organisation or person, and the conflict is not authorised by virtue of any other provision in the Articles, the unconflicted Trustees may authorise such a conflict of interest where the following conditions apply:

9.1.1. the conflicted Trustee is absent from the part of the meeting at which there is discussion of any arrangement or transaction affecting that other organisation or person;

9.1.2. the conflicted Trustee does not vote on any such matter and is not to be counted when considering whether a quorum of Trustees is present at the meeting; and

the unconflicted Trustees consider it is in the interests of the Foundation to authorise the conflict of interests in the circumstances applying.

9.2 In this Article, a conflict of interest arising because of a duty of loyalty owed to another organisation or person only refers to such a conflict which does not involve a direct or indirect benefit of any nature to a Trustee.

## **10. MEMBERS**

10.1. Membership provisions:

10.1.1. The members shall be the Trustees for the time being of the Foundation.

10.1.2. Membership is not transferable.

10.1.3. The Trustees must keep a register of names and addresses of the members.

## **11. TERMINATION OF MEMBERSHIP**

11.1. Membership is terminated if:

11.1.1. the member ceases to be a Trustee of the Foundation; or

11.1.2. the member dies.

## **12. GENERAL MEETINGS**

12.1. The Trustees may call a general meeting at any time.

12.2. General meetings must be held in accordance with the provisions regarding such meetings in the Companies Acts, including notice provisions and the appointment of proxies.

12.3. In exceptional circumstances a general meeting of the members may be held by suitable electronic means agreed by the Trustees in which each participant may communicate with all the other participants and may effectively vote. Such meetings may be Virtual Meetings or Hybrid Meetings.

12.4. No business shall be transacted at a general meeting unless a quorum is present.

- 12.5. A quorum is **five** present in person or by proxy and entitled to vote upon the business to be conducted at the meeting, or **one-third** of the membership, whichever is the greater.
- 12.6. General meetings shall be chaired by the person who has been elected as Chairman by the Foundation Committee, in accordance with Article 19.

### **13. VOTES OF MEMBERS**

- 13.1. Subject to Article 13.4, every member shall have one vote.
- 13.2. A resolution put to the vote at a meeting shall be decided on a show of hands unless a poll is called for.
- 13.3. Any objection to the qualification of any voter must be raised at the meeting at which the vote is tendered and the decision of the person who is chairing the meeting shall be final.
- 13.4. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman shall be entitled to a casting vote in addition to any other vote that he or she may have.

### **14. WRITTEN RESOLUTIONS**

- 14.1. A resolution in writing agreed by a simple majority (or in the case of a special resolution by a majority of not less than 75%) of the members who would have been entitled to vote upon it had it been proposed at a general meeting, shall be effective provided that:
- 14.1.1 a copy of the proposed resolution has been sent to every eligible member;
  - 14.1.2 a simple majority (or in the case of a special resolution a majority of not less than 75%) of members has signified its agreement to the resolution; and
  - 14.1.3 it is contained in an authenticated document which has been received at the registered office within the period of 28 days beginning with the circulation date.
- 14.2. A resolution in writing may comprise several copies to which one or more members have signified their agreement.

### **15. TRUSTEES**

- 15.1. A Trustee must be a natural person aged **eighteen** years or older.
- 15.2. No one may be appointed a Trustee if he or she would be disqualified from acting under the provisions of Article 18.

- 15.3. Unless otherwise determined by ordinary resolution of the members, the number of Trustees shall be not less than **ten** individuals who shall be appointed according to the provisions of Article 17, and the maximum number of Trustees shall be **twenty** individuals.
- 15.4. A Trustee may not appoint an alternate Trustee or anyone to act on his or her behalf at meetings of the Foundation Committee.

## **16. POWERS OF TRUSTEES**

- 16.1. The Trustees shall manage the business of the Foundation and may exercise all the powers of the Foundation unless they are subject to any restrictions imposed by the Companies Acts, the Articles or any special resolution, or by charity law.
- 16.2. No alteration of the Articles or any special resolution shall have retrospective effect to invalidate any prior act of the Trustees.
- 16.3. Any Foundation Committee meeting at which a quorum is present at the time the relevant decision is made, may exercise all the powers exercisable by the Trustees.

## **17. APPOINTMENT OF TRUSTEES**

- 17.1. A Trustee shall be appointed by the Foundation Committee for the time being.
- 17.2. A Trustee shall be appointed for a term of office of **three** years.
- 17.3. A retiring Trustee shall be eligible for re-election for consecutive periods not exceeding **three** terms in office from the date of his or her original appointment. This may be extended at the discretion of, and subject to any conditions imposed by, the Foundation Committee. For the avoidance of doubt, the three terms of office commence for existing Trustees from the original date of appointment.

## **18. DISQUALIFICATION OF TRUSTEES**

- 18.1. A Trustee shall cease to hold office if he or she:
- 18.1.1. dies;
  - 18.1.2. ceases to be a director by virtue of any provision in the Companies Acts or is prohibited by law from being a director;
  - 18.1.3. is disqualified from acting as a charity trustee by virtue of sections 178 and 179 of the Charities Act (or any statutory re-enactment or modification of that provision);

- 18.1.4. in the written opinion, given to the Foundation, of a registered medical practitioner treating that person, has become physically or mentally incapable of acting as a Trustee and may remain so for more than three months;
- 18.1.5. resigns as a Trustee by notice to the Foundation (but only if at least **five** Trustees will remain in office when the notice of resignation is to take effect);
- 18.1.6. is absent without the permission of the Trustees from three consecutive meetings of the Foundation Committee and the Trustees resolve that his or her office be vacated;
- 18.1.7. is removed from office by a resolution passed by a majority of not less than **two-thirds** of the Trustees at a meeting of the Foundation Committee at which not less than **half** of the Trustees for the time being are present;
- 18.1.8. fails to declare the nature of any direct or indirect interest in Foundation business as required by the Companies Acts or these Articles, and the Foundation Committee determine that their office shall be vacated;
- 18.1.9. at any time has their name included in any list of persons considered unsuitable to have access to children, young persons or vulnerable adults.

## 19. CHAIRMAN AND VICE CHAIRMAN

- 19.1. The Foundation Committee shall appoint a Trustee to act as Chairman to chair their meetings, and shall also appoint a Vice Chairman. They may at any time revoke such appointments.
- 19.2. The Chairman and Vice Chairman shall be appointed by a simple majority of the Foundation Committee.
- 19.3. The Chairman and Vice-Chairman shall hold office for **five** years and may be re-elected for a further **five** years.
- 19.4. A Trustee may be appointed as Chairman or Vice Chairman notwithstanding the fact that they have served the maximum number of terms of office for Trustees in Article 17.3, and their period of office as Chairman or Vice Chairman shall commence from the date of their appointment to that role. They shall be deemed to continue as Trustees until the end of their appointment as Chairman or Vice Chairman.
- 19.5. The persons appointed as Chairman or Vice Chairman shall have no functions or powers except those conferred by the Articles or delegated to them by the Foundation Committee.

## 20. OTHER HONORARY OFFICERS AND ROLES

- 20.1 The Foundation Committee may appoint a Secretary and Treasurer for such term of office as they see fit. If such honorary officer is not also a Trustee, they shall have no voting rights at meetings of the Foundation Committee.
- 20.2 The Foundation Committee shall have power to appoint such honorary roles as it sees fit, including Patrons, Presidents, Vice-Presidents and Ambassadors. Role descriptions and criteria for appointment shall be developed under company Rules, in accordance with Article 29.
- 20.3 For the avoidance of doubt, such honorary roles as are appointed under Article 20.2 shall have no voting rights at meetings of members or the Foundation Committee.

## 21. PROCEEDINGS OF THE FOUNDATION COMMITTEE

- 21.1. The Foundation Committee may regulate its proceedings as it thinks fit, subject to the provisions of the Articles. It shall hold at least **three** meetings per year.
- 21.2. The Chairman or any Vice Chairman may call a meeting of the Foundation Committee at any time. All Trustees shall be given reasonable notice of meetings.
- 21.3. The Secretary must call a meeting of the Foundation Committee if requested to do so by not less than five Trustees.
- 21.4. The Head of the School, the Secretary and other members of staff may be invited to attend and speak at any meeting of the Foundation Committee, except where business of a private nature is to be discussed, but shall not have a vote.
- 21.5. Questions arising at a meeting shall be decided by a majority of votes.
- 21.6. In the case of an equality of votes, the person who is chairing the meeting shall have a second or casting vote.
- 21.7. A meeting may be held by suitable electronic means agreed by the Foundation Committee in which each participant may communicate with all the other participants.
- 21.8. No decision may be made by a meeting of the Foundation Committee unless a quorum is present at the time the decision is purported to be made. 'Present' includes being present by suitable electronic means agreed by the Foundation Committee in which a participant or participants may communicate with all the other participants. Such meetings may be Hybrid Meetings or Virtual Meetings.



- 21.9. The quorum shall be **five** trustees, or **one-third** of the Foundation Committee, whichever is the greater, or such larger number as may be decided from time to time by the Foundation Committee.
- 21.10. A person attending a meeting virtually shall have the same rights to receive notice, speak, vote and otherwise participate in the meeting as he or she would have if attending the meeting in person.
- 21.11. A Trustee shall not be counted in the quorum present when any decision is made about a matter upon which that Trustee is not entitled to vote or is conflicted.
- 21.12. If the number of Trustees is less than the number fixed as the quorum, the continuing Trustees or Trustee may act only for the purpose of filling vacancies or of calling a general meeting.
- 21.13. If the Chairman is not present within ten minutes after the time appointed for the meeting, or is conflicted or is unwilling to preside, a Vice Chairman shall chair the meeting. If a Vice Chairman is not present within ten minutes after the time appointed for the meeting, or is conflicted or is unwilling to preside, the Trustees present may appoint one of their number to chair that meeting.
- 21.14. A resolution in writing or in electronic form agreed by a simple majority of all the Trustees entitled to receive notice of a meeting of the Foundation Committee or of a committee of Trustees, and to vote upon the resolution, shall be as valid and effectual as if it had been passed at a meeting of the Foundation Committee, or of a committee of Trustees, duly convened and held.
- 21.15. The resolution in writing may comprise several documents containing the text of the resolution in like form, to each of which one or more Trustees has signified their agreement.

## **22. DELEGATION**

- 22.1. The Foundation Committee may delegate any of its powers or functions to a committee including two or more Trustees, but the terms of any delegation must be recorded in the minute book.
- 22.2. The Foundation Committee shall have power to create joint committees with the School or Schools, as long as there are clear terms of reference and the Trustees retain independent decision-making for the Foundation.
- 22.3. The Foundation Committee may impose conditions when delegating, including the conditions that:

- 22.3.1. the relevant powers are to be exercised exclusively by the committee to whom they delegate;
- 22.3.2. no expenditure may be incurred on behalf of the Foundation except in accordance with the Finance Policy.
- 22.4. The Foundation Committee may revoke or alter a delegation at any time.
- 22.5. All acts and proceedings of any committees must be fully and promptly reported to the Foundation Committee.

### **23. VALIDITY OF DECISIONS OF THE FOUNDATION COMMITTEE**

- 23.1. Subject to Article 23.2, all acts done by a meeting of the Foundation Committee, or of a committee of Trustees, shall be valid notwithstanding the participation in any vote of a Trustee
  - 23.1.1. who was disqualified from holding office; or
  - 23.1.2. who had previously retired or who had been obliged by the Articles to vacate office; or
  - 23.1.3. who was not entitled to vote on the matter, whether by reason of a conflict of interests or otherwise;if, without the vote of that Trustee and without that Trustee being counted in the quorum the decision would have been made by a majority of the Trustees at a quorate meeting.
- 23.2. Article 23.1 does not permit a Trustee to keep any benefit that may be conferred upon him or her by a resolution of the Foundation Committee or of a committee of Trustees if, but for Article 23.1, the resolution would have been void, or if the Trustee has not complied with Article 8.

### **24. SEAL**

- 24.1. If the Foundation has a seal, it must only be used by the authority of the Foundation Committee, or of a committee of Trustees authorised by the Foundation Committee. The Foundation Committee may determine who shall sign any instrument to which the seal is affixed and, unless otherwise so determined, it shall be signed by a Trustee and by the Secretary or by a second Trustee.

### **25. MINUTES**

- 25.1. The Foundation Committee must keep minutes of all:
  - 25.1.1. appointments of officers made by the Foundation Committee;
  - 25.1.2. proceedings at meetings of the Foundation;
  - 25.1.3. meetings of the Foundation Committee and committees including:
    - 25.1.3.1. the names of the Trustees and others present at the meeting;

25.1.3.2. the decisions made at the meetings; and

25.1.3.3. where appropriate, the reasons for the decisions.

25.2 The minutes of a meeting shall record the names of all persons present at the meeting without distinction between those who attended in person and those who attended virtually.

## **26. ACCOUNTS**

26.1. The Foundation Committee must prepare for each financial year accounts as required by the Companies Acts. The accounts must be prepared to show a true and fair view and follow accounting standards issued or adopted by the Accounting Standards Board or its successors and adhere to the recommendations of applicable Statements of Recommended Practice.

26.2. The Foundation Committee must keep accounting records as required by the Companies Acts and submit such annual returns and accounts as are required by company law.

## **27. ANNUAL REPORT AND RETURN AND REGISTER OF CHARITIES**

27.1. The Foundation Committee must comply with the requirements of the Charities Act with regard to the:

27.1.1. transmission of the statements of account to the Commission;

27.1.2. preparation of an Annual Report and its transmission to the Commission;

27.1.3. preparation of an Annual Return and its transmission to the Commission.

27.2. The Foundation Committee must notify the Commission promptly of any changes to the Foundation's entry on the Central Register of Charities.

## **28. MEANS OF COMMUNICATION TO BE USED**

28.1. Subject to the Articles, anything sent or supplied by or to the Foundation under the Articles may be sent or supplied in any way in which the Companies Acts provide for documents or information which are authorised or required by any provision of the Companies Acts to be sent or supplied by or to the Foundation.

28.2. Subject to the Articles, any notice or document to be sent or supplied to a Trustee in connection with the taking of decisions by Trustees, may also be sent or supplied by the means by which that Trustee has asked to be sent or supplied with such notices or documents for the time being.

28.3. Any notice to be given to or by any person pursuant to the Articles:

28.3.1. must be in writing; or

28.3.2. must be given in electronic form.

28.4. The Foundation may give any notice to a Trustee as member either:

28.4.1. personally; or

28.4.2. by sending it by post in a prepaid envelope addressed to the member at his address; or

28.4.3. by leaving it at the address of the member;

28.4.4. by giving it in electronic form to the member's address; or

28.4.5. by placing the notice on a website and providing the person with a notification in writing or in electronic form of the presence of the notice on the website. The notification must state that it concerns a notice of a Foundation meeting and must specify the place, date and time of the meeting.

28.5. Where arrangements have been made for a meeting to be held virtually or as a Hybrid Meeting, the notice calling the meeting shall state that fact and include details of the means by which a person may attend the meeting virtually.

28.6. A Trustee/member who does not register an address with the Foundation, or who registers only a postal address that is not within the United Kingdom, shall not be entitled to receive any notice from the Foundation.

28.7. A Trustee/member present in person at any meeting of the Foundation shall be deemed to have received notice of the meeting and of the purposes for which it was called.

28.8. Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given.

28.9. Proof that an electronic form of notice was given shall be conclusive where the Foundation can demonstrate that it was properly addressed and sent, in accordance with section 1147 of the Companies Act 2006.

28.10. Where the document or notice was sent or supplied by means of a website, it is deemed to have been received by the intended recipient when the material was first made available on the website or, if later, when the recipient received, or is deemed to have received, notice of the fact that the material was available on the website.

28.11. In accordance with section 1147 of the Companies Act 2006, notice shall be deemed to be given:

28.11.1. 48 hours after the envelope containing it was posted; or

28.11.2. in the case of an electronic form of communication, 48 hours after it was sent.

## **29. RULES**

29.1. The Trustees may from time to time make such reasonable and proper rules or bye laws as they may deem necessary or expedient for the proper conduct and management of the Foundation.

29.2. The bye laws may regulate the following matters but are not restricted to them:

- 29.2.1. the conduct of the members/Trustees in relation to the Foundation's employees and volunteers;
- 29.2.2. the setting aside of the whole or any part or parts of the Foundation's premises at any particular time or times or for any particular purpose or purposes;
- 29.2.3. the procedure at general meetings and meetings of the Foundation Committee and committees, in so far as such procedure is not regulated by the Companies Acts or by these Articles;
- 29.2.4. generally, all such matters as are commonly the subject matter of company rules.

29.3. The Foundation Committee has the power to alter, add to or repeal the rules or bye laws.

29.4. The rules or bye laws shall be binding on the members. No rule or bye law shall be inconsistent with, or shall affect or repeal, anything contained in the Articles.

## **30. DISSOLUTION**

30.1. If, upon the winding up or dissolution of the Foundation, there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall be given or transferred to some other charitable Foundation or Foundations having objects similar to the Objects of the Foundation, to be determined by the members of the Foundation at or before the time of dissolution, or in default thereof, by such Judge of the High Court of Justice as may have or acquire jurisdiction in the matter.