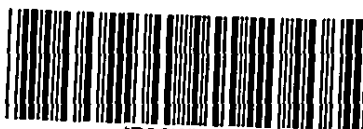


Company Number: 159730

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19/07/2013

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COMPANIES HOUSE

NEW ARTICLES

The Companies Acts 1985 and 1989
Company limited by guarantee and not having a share capital
Memorandum of Association of
Chiltern College

1. The Company's name is Chiltern College (and in this document it is called "the College").
- 2 The College's registered office is to be situated in England and Wales
3. The College's objects ("the objects") are
 - 3 1 the education and training of nursery practitioners
 - 3 2 the provision of education and training in all aspects of child care and education
 - 3 3 the provision of early-years, nursery and pre-school care and education
- 4 In furtherance of the Objects but not otherwise the College may exercise the following powers
 - 4 1 the promotion of high standards and good practice in child care and education
 - 4 2 the care and education of pre school children
 - 4 3 the care and education of children of nursery school and primary school age
 - 4 4 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 College;
 - 4 5 to raise funds and to invite and receive contributions: provided that in raising funds the College shall not undertake any substantial permanent trading activities and shall conform to any relevant statutory regulations;
 - 4 6 to borrow or raise money for the purposes of the College on such terms and on such security as may be thought fit;
 - 4.7 to acquire, alter, improve and (subject to such consents as may be required by law) to charge or otherwise dispose of property;
 - 4 8 subject to clause 5 below to employ such staff, who shall not be directors of the College (hereinafter referred to as "the trustees"), as are necessary for the proper pursuit of the Objects and to make all reasonable and necessary provision for the payment of pensions and superannuation to staff and their dependents,
 - 4 9 to establish or support any charitable trusts, associations or institutions formed for all or any of the Objects;
 - 4 10 to co-operate with other charities, voluntary bodies and statutory authorities operating in furtherance of the Objects or similar charitable purposes and to exchange information and advice with them;
 - 4.11 to pay out of the funds of the College the costs, charges and expenses of and incidental to the formation and registration of the College;
 - 4 12 to provide indemnity insurance to cover the liability of the Trustees for which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the company Provided that any such insurance shall not extend to any claim arising from any act or omission which the Trustees knew to be breach of trust or breach of duty or which was committed by the trustees in reckless disregard to whether it was a breach of trust or breach of duty or not and provided also that any such insurance shall not extend to the costs of any unsuccessful defence to a

criminal prosecution brought against the trustees in their capacity as trustees of the charity.

4 13 to do all such other lawful things as are necessary for the achievement of the Objects.

5. The income and property of the College shall be applied solely towards the promotion of the Objects and no part shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to members of the College, and no trustee shall be appointed to any office of the College paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the College. Provided that nothing in this document shall prevent any payment in good faith by the College.

5 1 to any trustee who possesses specialist skills or knowledge required by the charity for its proper administration, of reasonable charges for work of that nature done by the trustee or the trustees firm when instructed by the College to act on its behalf provided that

(a) at no time shall a majority of trustees benefit under this provision

(b) a trustee shall withdraw from any meeting whilst that trustees own instruction or remuneration or that of the trustees firm is being discussed

5.2 of reasonable and proper remuneration for any services rendered to the College by any member, officer or servant of the College who is not a trustee;

5.3 of interest on money lent by any member of the College or trustee at a reasonable and proper rate per annum not exceeding 2 per cent less than the published base lending rate of a clearing bank to be selected by the trustees;

5 4 of fees, remuneration or other benefit in money or money's worth to any company of which a trustee may also be a member holding not more than 1/100th part of the issued capital of that company,

5 5 of reasonable and proper rent for premises demised or let by any member of the Company or a trustee;

5 6 to any trustee of reasonable out-of-pocket expenses;

5.7 Subject to the provisions of clause 4 12 above, the purchase of trustee indemnity insurance

6. The liability of the members is limited.

7 Every member of the College undertakes to contribute such amount as may be required (not exceeding £10) to the College's assets if it should be wound up while he or she is a member or within one year after he or she ceases to be a member, for payment of the College's debts and liabilities contracted before he or she 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

8 If the College is wound up or dissolved and after all its debts and liabilities have been satisfied there remains any property it shall not be paid to or distributed among the members of the College, but shall be given or transferred to some other charity or charities having objects similar to the Objects which prohibits the distribution of its or their income and property to an extent at least as great as is imposed on the College by Clause 5 above, chosen by the members of the College at or before the time of dissolution and if that cannot be done then to some other charitable object.

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- 4.9. to establish or support any charitable trusts, associations or institutions formed for all or any of the Objects;
- 4.10. to co-operate with other charities, voluntary bodies and statutory authorities operating in furtherance of the Objects or similar charitable purposes and to exchange information and advice with them;
- 4.11. to pay out of the funds of the College the costs, charges and expenses of and incidental to the formation and registration of the College;
- 4.12. to provide indemnity insurance to cover the liability of the Trustees 4 which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the company: Provided that any such insurance shall not extend to any claim arising from any act or omission which the Trustees knew to be breach of trust or breach of duty or which was committed by the trustees in reckless disregard to whether it was a breach of trust or breach of duty or not and provided also that any such insurance shall not extend to the costs of any unsuccessful defence to a criminal prosecution brought against the trustees in their capacity as trustees of the charity.
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