

DATED \_\_\_\_\_ 2011

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

**THE COMPANIES ACTS 1985, 1989 AND 2006**

**MEMORANDUM AND ARTICLES OF ASSOCIATION**

**OF**

**SHERBORNE SCHOOL FOR GIRLS**

**Company No: 00306828**  
**Incorporated: 07/11/1935**

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

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**MEMORANDUM OF ASSOCIATION of SHERBORNE SCHOOL FOR GIRLS**

**1. NAME**

The name of the Company is "SHERBORNE SCHOOL FOR GIRLS"

**2. REGISTERED OFFICE**

The registered office of the Company will be situated in England

**3. OBJECTS**

3 1 The Objects for which the Company is established are for the public benefit

3 1 1 to carry on a school in Sherborne in the County of Dorset for providing a sound and systematic education and training for girls and/or boys, wherein shall be taught the duties and doctrines of Christianity as the same are received, understood and taught by the Church of England, and/or such other charitable purposes or ancillary educational activities beneficial to the community consistent with these Objects as the Governors in their absolute discretion determine

**4. POWERS**

4 1 The Company shall have the following powers exercisable in furtherance of its said Objects but not otherwise namely

4 1 1 to establish maintain or support or contribute to the establishment, maintenance or support of other schools or educational projects providing for the education or benefit within the United Kingdom or persons of school age provided that no assistance shall be given to schools or projects which are not established for charitable purposes only,

4 1 2 to acquire or hire property of any kind, and any interests in or rights over property of any kind,

4 1 3 to sell, dispose of, let, mortgage, or charge any property of the Company and to grant licences, options, rights and privileges in respect of, or

otherwise deal with, all or any part of the property and rights of the Company,

- 4 1 4 to construct, maintain and alter buildings or erections,
- 4 1 5 to borrow or raise money on such terms and on such security as may be thought fit with such consents as are required by law,
- 4 1 6 to receive any money on deposit or loan upon such terms as the Company may approve and to guarantee the obligations and contracts of any person or corporation,
- 4 1 7 to accept draw make discount and endorse execute negotiate and issue bills of exchange promissory notes and other negotiable or transferable instruments and to operate bank accounts,
- 4 1 8 The Company shall have the power to enter into and perform swap transactions, or series of swap transactions where the Governors (or a duly authorised committee established under these Articles) considers entry by the Company into such transaction(s) to be in the best interests of the Company,
- 4 1 9 to grant credit solely in relation to fees, charges and expenses on such terms and such security as may be thought fit with such consents as are required by law,
- 4 1 10 to take and accept any gift of money, property or other assets whether subject to any special trust or not,
- 4 1 11 to issue appeals, hold public meetings and take such other steps as may be required for the purpose of procuring contributions to the funds of the Company in the shape of donations, subscriptions or otherwise,
- 4 1 12 to invest moneys of the Company not immediately required for its purposes in or upon such investments securities or property as the Governors may in their absolute discretion think fit subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law,
- 4 1 13 to make any donations in cash or assets or establish or support or aid in the establishment or support of and to lend money (with or without security) to or for any charitable associations or institutions,

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- 4 1 14 to undertake and execute charitable trusts,
- 4 1 15 to award means tested bursaries, prizes and scholarships or other grants to pupils attending the School or any other school or educational project,
- 4 1 16 to engage and pay any person or persons whether on full time or part time basis or whether as consultant or employee to supervise, organise, carry on the work of and advise the Company and subject to the provisions of clause 4 hereof to make any reasonable and necessary provision for the payment of or to pay pensions and superannuation to or on behalf of employees or former employees and their wives, husbands and other dependants,
- 4 1 17 to appoint agents and brokers to carry out the Company's instructions,
- 4 1 18 to amalgamate with any companies, institutions, societies or associations which shall be charitable by law and have Objects altogether or mainly similar to those of the Company and prohibit payment of any dividend or profit to and the distributions of any of the assets among their members at least to the same extent as such payments or distributions are prohibited in the case of members of the Company by this Memorandum of Association,
- 4 1 19 to print, publish, buy and sell books and magazines, and other publications relating to or for the purposes of the Company or any of its activities, or the advancement of education,
- 4 1 20 to buy and sell school clothing, uniform, equipment, and all other materials and things of every description required for the furtherance of the Objects of the Company or any of them
- 4 1 21 to provide indemnity insurance to cover the liability of the Governors
- 4 1 21 1 which shall not extend to any claim arising from liability resulting from conduct which the Governors knew, or must be assumed to have known, was not in the interests of the company, or which the Governors did not care was in the interest of the company or not, and provided also that any such insurance shall not extend to any claim arising from liability for the costs of unsuccessfully defending legal proceedings resulting from

criminal prosecutions for offences arising out of the fraud or dishonesty or wilful or reckless misconduct of the Governors,

4 1 21 2 which shall not cover the Governors' liability to pay fines, or

4 1 21 3 to make contributions to the assets of the Company in accordance with the provisions of Section 214 of the Insolvency Act 1986

Provided that any such insurance in the case of (4 1 21 1) shall not extend to any claim arising from any act or omission which the Governors knew to be a breach of trust or 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 Governors in their capacity as Governors of the company and in the case of (4 1 21 3) shall not extend to any liability to make such a contribution where the basis of the director's liability is his knowledge prior to the insolvent liquidation of that company (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the company would avoid going into insolvent liquidation

4 1 22 to employ and pay such staff on such terms to supervise, organise, carry on the work of and advise the Company,

4 1 23 to purchase insurance to cover the officers, staff, voluntary workers and those of its members from and against all such risks incurred in the course of the performance of their duties, as may be thought fit,

4 1 24 to purchase insurance to cover any buildings or other property to their full value,

4 1 25 to co-operate with, enter into arrangements with, partner or contract with any person, body corporate, public body or institution in furtherance of the Company's Objects,

4 1 26 to establish where necessary branches (whether autonomous or not),

4 1 27 to do all such other lawful things as shall further the above Objects or any of them

4 2 The Company's Objects shall not extend to the regulation of relations between work and employers or organisations of workers and organisations of employers save and

except in so far as the Company shall regulate the relations between the Company and its own employees,

- 4 3 In case the Company shall take or hold any real property, subject to the jurisdiction of the Charity Commissioners for England and Wales, the Company shall not sell, mortgage charge or lease the same without such authority approval or consent as may be required by law and as regards any such real property the Governors of the Company shall be chargeable for any such real property that may come into their hands and shall be answerable and accountable for their own acts receipts neglects and defaults and for the due administration of such real property

## 5. NON DISTRIBUTION

- 5 1 The income and property of the Company shall be applied solely towards the promotion of the Objects as set out in this Memorandum of Association 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 Company, and no Governor shall be appointed to any office of the Company paid by salary or fees, or receive any remuneration or other benefit in money, or money's worth from the Company **PROVIDED THAT** nothing in this document shall prevent any payment in good faith by the Company

- 5 1 1 of interest on money lent by any Member of the Company or Governor at a reasonable and proper rate per annum not exceeding 5 per cent less than the published bank lending rate of a clearing bank to be selected by the Governors,
- 5 1 2 of fees, remuneration or other benefit in money or money's worth to any Company of which a Governor may also be a member holding not more than 1/100th part of the issued capital of that Company and such Governor shall not be bound to account for any share of profits he may receive in respect of any such payment,
- 5 1 3 of reasonable and proper rent for property demised and let by any Member of the Company or a Governor,
- 5 1 4 to any Governor of reasonable out-of-pocket expenses,
- 5 1 5 of any premium in respect of an indemnity insurance to cover the liability of the Governor 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 liability resulting from conduct which the Governors knew or must be assumed to have known, was not in the interests of the Company or which the Governors did not care was in the interests of the Company or not and provided also that any such insurance should not extend to any claim arising from the liability for costs of unsuccessfully defending legal proceedings resulting from criminal prosecutions for offences arising out of the fraud or dishonesty or wilful or reckless misconduct of the Governors **AND PROVIDED FURTHER** that nothing herein shall prevent the payment of any premium in respect of any indemnity insurance to cover the liability of the Governors or Clerk 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 the provision last aforesaid shall apply only to any such insurance which shall not extend to any claim arising from any act or omission which the Governors or any of them know to be a breach of trust, a breach of duty or which was committed by the Governors or any of them in reckless disregard of whether it was a breach of trust or breach of duty or not

**6. LIMITED LIABILITY**

The liability of the Members is Limited

**7. GUARANTEE**

Every Member of the Company undertakes to contribute to the assets of the Company in the event of the same being wound up whilst he is a Member, or within one year after he ceases to be a Member, for payment of the debts and liabilities of the Company contracted before he ceases to be a Member and of the costs, charges, and expenses of winding up, and for the adjustment of the rights of the contributions amongst themselves, such amount as may be required not exceeding one pound

**8. WINDING UP**

If upon the winding up or dissolution of the Company there remains after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the Members of the Company, but shall be given or

transferred to some other institution or institutions having Objects similar to the Objects of the Company, and which shall prohibit the distribution of its or their income and property among its or their Members to an extent at least as great as is imposed on the Company, under or by virtue of Clause 5 hereof, such institution or institutions to be determined by the Members of the Company at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then to some charitable object

**9. DEFINITIONS**

Expressions defined in the Articles have the same meanings in this Memorandum



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

**THE COMPANIES ACTS 1985, 1989 AND 2006**

**ARTICLES OF ASSOCIATION OF SHERBORNE SCHOOL FOR GIRLS**

**1. INTERPRETATION**

**1 1 In these Articles**

"**Act**" means the Companies Act 1985 as amended by the Companies Act 1989 and 2006 including any statutory modification or re-enactment thereof from time to time in force,

"**Annual General Meeting**" means the annual general meeting of the Members of the Company,

"**Articles**" means the Articles of the Company,

"**Clear Days**" in relation to the period of a notice means 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,

"**Clerk**" means the Clerk to the Governors or any other person appointed to perform the duties of the Clerk to the Governors including a joint, assistant or deputy clerk,

"**Document**" includes, unless otherwise specified, any document sent or supplied in electronic form,

"**Electronic Form**" has the meaning given in Section 1168 of the Companies Act 2006,

"**Electronic means**" means any means of electronic equipment for processing, storage and transmission of data as defined in Section 1168 of the Companies Act 2006,

"**Extraordinary General Meeting**" shall have the meaning set out in Article 4 2,

"**General Meeting**" means a meeting of the Members of the Company convened in accordance with Article 4,

**"Governors"** or **"Board of Governors"** means the persons who are from time to time duly appointed as such (being for the purposes of the Act the directors of the Company), or a quorum of them present at a board meeting,

**"Members"** means the Members of the Company admitted pursuant to Article 3,

**"Memorandum"** means the Memorandum of Association of the Company from time to time

**"Office"** means the registered office of the Company,

1 2 **"United Kingdom"** means Great Britain and Northern Ireland Unless the context otherwise requires words or expressions contained in these Articles bear the same meaning as in the Act but excluding any statutory modification thereof not in force at the date of adoption of these Articles

1 3 All references to the masculine gender shall include the feminine gender and vice versa

1 4 The headings in these Articles are for convenience only and do not affect construction

## 2. **OBJECTS**

The Company is established for the purpose expressed in the Memorandum

## 3. **MEMBERS**

3 1 The subscribers to the Memorandum and such other individuals as are admitted to membership in accordance with these Articles shall be Members of the Company

3 2 Every person who is duly appointed as a Governor of the Company shall be deemed also to have been admitted as and consented to be a Member of the Company Membership shall not be transferable and shall cease upon the Member ceasing (for whatever reason) to be or to be entitled to be a Governor

## 4. **GENERAL MEETINGS**

4 1 The Company shall in each calendar year hold a General Meeting as its Annual General Meeting in addition to any other meetings in that year and shall specify the meeting as such in the notices calling it, and not more than 15 months shall elapse between the date of one Annual General Meeting of the Company and that of the

next The Annual General Meeting in each year shall be held at such time and place as the Governors shall appoint

4 2 All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings

4 3 The Governors may call General Meetings and on the requisition of Members pursuant to the provisions of the Act shall forthwith proceed to convene an Extraordinary General Meeting for a date not later than 8 weeks after receipt of the requisition If there are not within the United Kingdom sufficient Governors to call a General Meeting any Member may call a General Meeting

4 4 The principal business to be dealt with at an Annual General Meeting shall be

4 4 1 consideration of the annual report and accounts,

4 4 2 appointment of auditors and authorisation of the Board of Governors to fix their remuneration,

4 4 3 consideration of the re-appointment of any Governors appointed during the year since the last Annual General Meeting and who are seeking re-election,

4 4 4 consideration of the re-appointment of any Governors required to retire at the end of a five year fixed term in office and who are seeking re-election

## **5. NOTICE OF GENERAL MEETINGS**

5 1 All General Meetings including Annual General Meetings shall be called by at least fourteen Clear Days' notice (including General Meetings to pass a special resolution and Annual General Meetings) in writing provided that a General Meeting may be called by shorter notice if so agreed

5 1 1 in the case of an Annual General Meeting by all the persons entitled to attend and vote thereat, and

5 1 2 in the case of any other General Meeting by a majority in number of the persons having a right to attend and vote being (i) a majority together holding not less than such percentage of the total voting rights at the meeting of all the Members as has been determined by elective resolution of the Members in accordance with the Act or (ii) if no such

elective resolution is in force a majority holding not less than 95 per cent of the total voting rights at the meeting of all the persons having the right to attend and vote thereat

5 2 The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and in the case of an Annual General Meeting shall specify the meeting as such

5 3 The notice shall be given to all the Members and the auditors

5 4 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

5 5 Notice of every General Meeting shall be given in writing either personally or in electronic form or by post to

5 5 1 every Member except those Members who (having no registered address within the United Kingdom) have not supplied to the Company an address within the United Kingdom for giving of notices to them,

5 5 2 the auditor for the time being of the Company,

5 5 3 each Trustee

5 6 Where notice is given by means of a website, the Company will notify the Members of the presence of the notification and that notification will

5 6 1 state that it concerns the notice of a General Meeting,

5 6 2 specify the place, date and time of the General Meeting, and

5 6 3 be available on the website throughout the period beginning with the date of that notification and ending with the conclusion of that General Meeting

5 7 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of 48 hours after the envelope containing it was posted

5 8 Proof that a notice contained in an electronic form of communication acknowledged by a receipt of the communication in question by the relevant party either by

electronic mail or by other written means shall be conclusive evidence that notice was given. In the event that the Clerk is alerted that an electronic form of communication was unsuccessfully delivered to its recipient (and subsequent attempts to remedy the situation are unsuccessful), the Clerk shall send a hard copy of the notice by mail to the recipient's last known postal address.

- 5.9 A Member present in person at a General Meeting shall be deemed to have received notice of the General Meeting and, where necessary, of the purposes for which it was called.

## **6. PROCEEDINGS AT GENERAL MEETINGS**

- 6.1 No business shall be transacted at any meeting unless a quorum is present. Five persons entitled to vote upon the business to be transacted each being a Member or a proxy for a Member shall be a quorum.

- 6.2 If such a quorum is not present within half an hour from the time appointed for the meeting or if during a meeting such a quorum ceases to be present the meeting shall stand adjourned to the same day in the next week at the same time and place or to such other time as the Governors may determine.

- 6.3 The Chair of the Board of Governors shall preside as Chair of the meeting but if the Chair is not present at the time appointed for holding the meeting the Governors present shall elect one of their number to be the Chair.

- 6.4 The Chair may with consent of a meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place but no business shall be transacted at any adjourned meeting other than business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for 14 days or more at least 7 Clear Days notice shall be given specifying the time and place of the adjourned meeting. Otherwise it shall not be necessary to give any such notice.

## **7. VOTES OF MEMBERS**

- 7.1 A resolution put to the vote of a meeting shall be decided on a show of hands. Each Member present in person or by proxy and voting shall have one vote and the Chair, in the case of equality, shall have a second or casting vote.

- 7.2 A declaration by the Chair that a resolution has been carried or carried unanimously or by a particular majority or lost or not carried by a particular majority and an entry

to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number of the votes recorded in favour of or against the resolution

7 3 A resolution may be passed by the Members in writing in accordance with the Act and a resolution passed in this way shall be valid and effective as if it had been passed at a General Meeting duly convened and held and may consist of several instruments in the like form each executed by or on behalf of one or more Members

7 4 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered and every vote not disallowed at the meeting shall be valid Any objection made in due time shall be referred to Chair whose decision shall be final and conclusive

7 5 An instrument appointing a proxy shall be in writing in any usual form or in any form which the governors may approve and shall be executed by or on behalf of the appointor and deposited at the registered office of the Company at least twenty-four hours before the time appointed for the meeting

## **8. APPOINTMENT OF PROXIES**

8 1 A Member of the Company may appoint a proxy to attend General Meetings in his place and to vote on a show of hands and on a poll The proxy form must be in writing in the form set out in Article 8 5 (one-way proxy form) or 8 6 (two-way proxy form) or as near to one of those forms as possible, and signed by the Member or by another person under a power of attorney granted by a Member A proxy need not be a Member of the Company

8 2 The proxy form (and the power of attorney, if any, under which it is signed, or a copy of that power certified by a solicitor and any instrument to terminate a proxy appointment) must be deposited at the registered office of the Company, or at another place within the United Kingdom specified for that purpose in the notice convening the General Meeting, not less than 48 hours before the time set for the General Meeting or adjourned General Meeting in question at which the person named in the instrument proposes to vote and may be contained in an electronic communication, where an address has been specified for the purpose of receiving electronic communications

8 2 1 in the notice convening the General Meeting, or

8 2.2 in any instrument of proxy sent out by the company in relation to the General Meeting, or

8 2.3 in any invitation contained in an electronic communication to appoint a proxy issued by the Company in relation to the General Meeting

8 3 An appointment of proxy which is not deposited, delivered or received in a manner permitted by Article 8 2 shall be invalid In calculating the 48 hour period, no account shall be taken of any part of a day that is not a Working Day

8 4 A vote given or poll demanded by a proxy for a Member, or by the authorised representative of a Member which is an organisation remains valid despite the previous revocation of the authority of proxy or representative unless notice of revocation was received by the Company at its registered office in accordance with Article 8 2 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a General Meeting remains so entitled in respect of that General Meeting or any adjournment of it, even though a valid proxy notice has been delivered to the company by or on behalf of that person The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll Proxies shall count towards the quorum of a General Meeting and shall have the same rights to speak as the Member who appointed him

8 5 The one-way proxy form referred to in article 8 1 is as follows

[ ]

I, *[name]*

of *[address]*

being a Member of the above Company, appoint *[name of proxy]*

of *[address of proxy]*

or failing him/her *[name of alternative proxy]*

of *[address of alternative proxy]*

as my proxy to vote for me on my behalf at the General Meeting of the Company to be held on *[date]* and at any adjournment, and to join in any demand for a poll in accordance with the articles

Signed

Date

8.6 The two-way proxy form referred in article 8.1 is as follows

[ ]

I, [name]

of [address]

being a Member of the above Company, appoint [name of proxy]

of [address of proxy]

or failing him/her [name of alternative proxy]

of [address of alternative proxy]

as my proxy to vote for me on my behalf at the General Meeting of the Company to be held on [date] and at any adjournment, and to join in any demand for a poll in accordance with the articles

Signed

Date

This form is to be used \*in favour of/against the resolution

Unless otherwise instructed, the proxy will vote as he/she thinks fit

\*Strike out whichever you do not want



**9. WRITTEN RESOLUTION**

9 1 A resolution may be passed by the Members in writing in accordance with the Act and a resolution passed in this way shall be as valid and effective as if it had been passed at a General Meeting of the Company duly convened and held. A resolution proposed as a written resolution shall

9 1 1 be sent to all Members,

9 1 2 be accompanied by a statement informing the Member how to signify agreement to the resolution and the date by which the resolution must be passed if it is not to lapse, and

9 2 A resolution in writing shall be passed by Members representing

9 2 1 not less than 50% of the total voting rights of eligible members for an ordinary resolution, and

9 2 2 not less than 75% of the total voting rights of eligible members for a special resolution

9 3 For the purposes of this Article, "eligible members" shall have the same meaning given to it as in Section 289(1) of the Act

**10. NUMBERS OF GOVERNORS**

Unless otherwise determined by an ordinary resolution of the Members of the Company the Board of Governors shall consist of between twelve and eighteen individuals all of whom shall be or shall be required to become a Member of the Company

**11. POWERS OF GOVERNORS**

Subject to the provisions of the Act the Memorandum and these Articles and to any directions given by special resolution the business of the Company shall be managed by the Governors who may exercise all the powers of the Company. No alteration of the Memorandum or these Articles and no such direction shall invalidate any prior act of the Governors which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this regulation shall not be limited by any special power given to the Governors of these Articles and a meeting of Governors at which a quorum is present may exercise all powers exercisable by the Governors

**12. DELEGATION OF GOVERNORS POWERS**

The Governors may delegate any of their powers to any committee consisting of one or more Governors or other persons provided that a majority of the members of any such Committee shall be Governors. They may also delegate to any person holding any executive office such of their powers as they consider desirable to be exercised by him. Any such delegation may be made subject to any conditions the Governors may impose and either collaterally with or to the exclusion of their own powers and may be revoked or altered. Subject to any such conditions the proceedings of a committee with two or more members shall be governed by the Articles regulating the proceedings of Governors so far as they are capable of applying. Where a provision in these Articles refers to the exercise of a power authority or discretion by the Governors and that power authority or discretion has been delegated by the Governors to a committee the provision shall be construed as permitting the exercise of the power authority or discretion by the committee. Any such committee shall report fully and promptly at the next following meeting of the Board of Governors on any decisions taken and shall not incur expenditure on behalf of the Governors except in accordance with any expenditure budget which has been approved by the Governors save in exceptional circumstances reasonably justifying such expenditure.

**13. APPOINTMENT AND RETIREMENT OF GOVERNORS**

- 13 1 All Governors shall be appointed for a fixed term of five years. A Governor can resign at any time during the five year fixed term by giving notice in writing to the Clerk.
- 13 2 A Governor shall be required to retire at the next Annual General Meeting following the fifth anniversary of his or her appointment as a Governor.
- 13 3 A Governor retiring from office at the expiration of the five year term shall, if willing, be eligible for re-election as a Governor.
- 13 4 If the Company, at the meeting at which a Governor retires in accordance with Article 13 4, does not fill the vacancy the retiring Governor shall, if willing to act, be deemed to have been reappointed unless at the meeting it is resolved not to fill the vacancy or unless a resolution for the reappointment of the Governor is put to the meeting and lost.
- 13 5 No person other than a Governor retiring in accordance with Article 13 4 shall be appointed or reappointed a Governor at any General Meeting unless

13 5 1 he is recommended by a Governor, or

13 5 2 not less than fourteen nor more than thirty-five Clear Days before the date appointed for the meeting, notice executed by a Member qualified to vote at the meeting has been given to the Company of the intention to propose that person for appointment or reappointment stating the particulars which would, if he were so appointed or reappointed, be required to be included in the Company's register of Governors

13 6 Not less than seven nor more than twenty-eight Clear Days before the date appointed for holding a General Meeting notice shall be given to all who are entitled to receive notice of the meeting of any person (other than a Governor retiring in accordance with Article 13 4 at the meeting) who is recommended by the Governors for appointment or reappointment as a Governor at the meeting or in respect of whom notice has been duly given to the Company of the intention to propose him at the meeting for appointment or reappointment as a Governor The notice shall give the particulars of that person which would, if he were so appointed or reappointed, be required to be included in the Company's register of Governors

13 7 Subject as aforesaid, the Company may by ordinary resolution appoint a person who is willing to act to be a Governor either to fill a vacancy or as an additional Governor

13 8 The Governors may appoint a person who is willing to act to be a Governor, either to fill a vacancy or as an additional Governor, provided that the appointment does not cause the number of Governors to exceed any number fixed by or in accordance with the Articles as the maximum number of Governors A Governor so appointed shall hold office only until the next following Annual General Meeting where he shall be eligible, if willing to act, for reappointment If not reappointed at such Annual General Meeting, he shall vacate office at the conclusion thereof

13 9 If a Governor is not reappointed at an Annual General Meeting, he shall retain office until the meeting appoints someone in his place, or if it does not so do, until the end of the meeting

#### **14. DISQUALIFICATION AND REMOVAL OF GOVERNORS**

14 1 The office of a Governor shall be vacated if that person

14 1 1 ceases to be a Governor by virtue of any provision of the Act or becomes prohibited or is disqualified by law from being a director, or

- 14 1 2 becomes bankrupt or makes any arrangements or composition with his or her creditors generally, or
- 14 1 3 becomes, in the opinion of his or her co-Governors incapable by reason of mental disorder, illness or injury of discharging his or her duties as a Governor, or
- 14 1 4 resigns such office by notice to the Company, or
- 14 1 5 ceases to be a Member of the Company (for whatever reason), or
- 14 1 6 shall for more than 6 consecutive months have been absent without permission of the Governors from meetings of Governors held during that period and the Governors resolves that such office be vacated, or
- 14 1 7 shall be required to retire or is removed as a Governor by a resolution passed by the Members in accordance with the Act, or
- 14 1 8 is removed as a Governor by an unanimous resolution of the Board of Governors at a special meeting called for that purpose When in the opinion of the Governors and having given the Governor concerned an opportunity to make representations to the Governors, it appears that the Governor in question is acting in a manner detrimental or prejudicial to the good governance of the Company

**15. GOVERNORS REMUNERATION**

The provisions of the Memorandum as to the remuneration of the Governors shall apply as if set out in these Articles

**16. GOVERNORS EXPENSES**

The Governors may be paid all travelling hotel and other expenses properly incurred by them in connection with their attendance at meetings of Governors or committees of Governors or General Meetings of Governors or separate meetings of the holders of debentures of the Company or otherwise in connection with the discharge of their duties

**17. GOVERNORS APPOINTMENTS AND INTERESTS**

- 17 1 A Governor shall neither vote nor take part in the discussions at any meeting of the Governors or committee of the Governors on any resolution concerning a matter in

which he has, directly or indirectly an interest or duty which is material and which conflicts or may conflict with the interests of the Company unless his interest or duty arises only because the case falls within one or more of the following paragraphs

17 1 1      the resolution relates to the giving to him of a guarantee, security or indemnity in respect of money lent to or an obligation incurred by him for the benefit of, the Company,

17 1 2      the resolution relates to the giving to a third party of a guarantee, security or indemnity in respect of an obligation of the Company for which the Governor has assumed responsibility in whole or part and whether alone or jointly with others under a guarantee or indemnity or by the giving of security,

17 1 3      his interest arises by virtue of his subscribing or agreeing to subscribe for any debentures of the Company or by virtue of his being or intending to become a participant in the underwriting or sub-underwriting of an offer of any such debentures by the Company for subscription, purchase or exchange

17 2      For the purposes of this article 17 1, an interest of a person who is for any purpose of the Act (excluding any statutory modifications thereof not in force when this article becomes binding on the Company) connected with a Governor should be treated as an interest of the Governor

17 3      If a question arises at a meeting of the Governors or of a committee of the Governors as to the right of a Governor to vote the question may before the conclusion of the meeting be referred to the Chair of the meeting and his ruling in relation to any Governor other than such Chair shall be final and conclusive

17 4      For the purposes of Article 17

17 4 1      a general notice given to the Governors that a Governor is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the Governor has an interest in any such transaction of the nature and extent so specified, and

17 4 2 an interest of which a Governor has no knowledge and of which it is unreasonable to expect such Governor to have knowledge shall not be treated as an interest of the Governor

**18. PROCEEDINGS OF GOVERNORS**

18 1 Subject to the provisions of these Articles the Governors may regulate their proceedings as they think fit A Governor may and the Clerk at the request of a Governor shall call a meeting of the Governors It shall not be necessary to give notice of a meeting to a Governor who is absent from the United Kingdom Questions arising at a meeting shall be decided by a majority of votes In the case of an equality of votes the Chair shall have a second or casting vote

18 2 The quorum for the transaction of the business of the Governors may be fixed by the Governors and unless so fixed at any other number shall be five

18 3 The continuing Governors or a sole continuing Governor may act notwithstanding any vacancies in their number but if the number of Governors is less than the number fixed as the quorum the continuing Governors or Governor may act only for the purpose of filling vacancies or of calling a General Meeting

18 4 The Governors may appoint one of their number to be the Chair of the board of Governors and may at any time remove such person from that office Unless unwilling to do so the Governor so appointed shall preside at every meeting of the Governors at which he or she is present But if there is no Governor holding that office or if the Governor holding it is unwilling to preside or is not present at the time appointed for the meeting the Governors present may appoint one of their number to be Chair of the meeting

18 5 All acts done by a meeting of the Governors or of a committee of the Governors or by a person acting as a Governor shall notwithstanding a vacancy in their number or that it be afterwards discovered that there was a defect in the appointment of any Governor or that any of them were disqualified from holding office or had vacated office or were not entitled to vote be as valid as if every such person had been duly appointed and was qualified and had continued to be a Governor and had been entitled to vote

18 6 A resolution in writing signed by all the Governors entitled to receive notice of a meeting of the Governors or of a committee of the Governors shall be as valid and effectual as if it had been passed at a meeting of the Governors or (as the case may

be) a committee of the Governors duly convened and held and may consist of several documents in the like form each signed by one or more Governors

**19. CLERK**

Subject to the provisions of the Act the Clerk shall be appointed by the Governors for such term at such remuneration and upon such conditions as they may think fit, and any Clerk so appointed may be removed by them

**20. MINUTES**

20 1 The Governors shall cause minutes to be made in books kept for the purpose

20 1 1 of all appointments of officers made by the Governors, and

20 1 2 of all proceedings at meetings of the Company and of the Governors and of committees of the Governors including the names of the Governors present at each such meeting

**21. THE SEAL**

If the Company has a seal it shall only be used by the authority of the Governors or of a committee of the Governors having authority from the Governors The Governors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by two Governors

**22. RECORD KEEPING AND MEANS OF COMMUNICATION**

22 1 The Company must keep company records in accordance with the Act

22 2 Subject to these Articles

22 2 1 anything sent or supplied by or to the Company or its Members or Governors under these Articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information to be sent or supplied by or to the Company for the purposes of the Companies Acts and, for the avoidance of doubt, this shall include the Company sending or supplying documentation or information by making it available on a website, and

22 2 2 any notice or documents to be sent or supplied to the Members or the Governors in connection with the taking of decision by the Members or the Governors may also be sent or supplied by the means by which the

Members or Governors have asked to be sent or supplied with such notices or documents for the time being

**23. WINDING-UP**

On the winding-up and dissolution of the Company the provisions of the Memorandum shall have effect as is repeated in these Articles

**24. INDEMNITY**

Subject to the provisions of the Act but without prejudice to any indemnity to which a Governor may otherwise be entitled every Governor or other officer or auditor of the Company shall be indemnified out of the assets of the Company against any liability incurred by such person in defending any proceedings whether civil or criminal in which judgement is given in his or her favour or in which he or she is acquitted or in connection with any application in which relief is granted to him or her by the court from liability for negligence default breach of duty or breach of trust in relation to the affairs of the Company

**25. INSURANCE**

The Governors may exercise all the powers of the Company to purchase and maintain insurance for the benefit of a person who is a Governor or Clerk or former Governor or Clerk