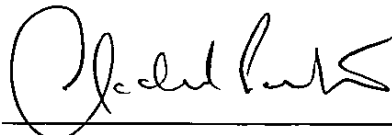


**RESOLUTION
OF
ALLIED SCHOOLS AGENCY LIMITED
(Company No: 00306977)**

On the **26th day of September 2013**, the following resolution(s) was/were duly passed as written resolutions in accordance with the requirements of sections 288 to 300 of the Companies Act 2006 by the requisite majority of the members of the Company.

As a special resolution in accordance with section 283 of the Companies Act 2006
THAT the draft regulations attached to this resolution were adopted as the Articles of Association of this Company in substitution for, and to the exclusion of, the current Memorandum and Articles of Association



Secretary

WEDNESDAY



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A16

02/10/2013

#212

COMPANIES HOUSE

THE COMPANIES ACT 2006

COMPANY LIMITED BY SHARES

**ARTICLES OF ASSOCIATION
OF
ALLIED SCHOOLS AGENCY LIMITED**

**ADOPTED BY SPECIAL RESOLUTION
ON 26 SEPTEMBER 2013**

INCORPORATED ON 13 NOVEMBER 1935

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PART 1: DEFINED TERMS AND INTERPRETATION

1 DEFINED TERMS AND INTERPRETATION

1 1 In the Articles, unless the context requires otherwise

“Act”

or any numbered section of it, means the Companies Act 2006 or such section as amended, restated or re-enacted from time to time,

“Allied School”

means Stowe School Limited, The Wrekin Old Hall Trust Limited, Canford School Limited, Harrogate Ladies' College Limited or Westonbirt Schools Limited (collectively, the **“Allied Schools”**),

“Articles”

means the Company's articles of association,

“Chair”

has the meaning given in Article 19,

“Chair of the meeting”

has the meaning given in Article 33,

“Charitable”

means charitable in accordance with the laws of England and Wales. For the avoidance of doubt, the system of law governing the constitution of the Company is the law of England and Wales,

“Charity Commission”

means the Charity Commission for England and Wales,

“Charities Legislation”

means the Charities Acts 1992 and 2011 and the Charities (Accounts and Reports) Regulations 2008 as amended, restated or re-enacted from time to time,

“Company”

means the Company called Allied Schools Agency Limited,

“Director”

means a director of the Company,

“Electronic Communication”

means any document or information sent or supplied in electronic form (for example by email or fax) within the meaning of section 1168 of the Act,

“General Manager”

means the most senior employee of the Company,

“Member”

has the meaning given in section 112 of the Act and having the right to attend and vote at general meetings of the Company,

“Memorandum”

means the Company's Memorandum of Association,

“MMT”

means the Martyrs Memorial and Church of England Trust (registered company 00317024),

“Model Articles”

means the model articles of association for a private Company limited by shares set out in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI2008/3229) and any amendment or replacement from time to time,

“Objects”

the Company's objects as defined at Article 2,

“Ordinary Resolution”

has the meaning given in section 282 of the Act and includes such a resolution passed by written resolution,

“Proxy Notice”

has the meaning given in Article 39,

“Secretary”

means the company secretary (if any) and includes any joint, assistant or deputy Secretary,

“SORP”

means the Statement of Recommended Practice issued by the Charity Commission and any modification or replacement of it from time to time,

“Special Resolution”

has the meaning given in section 283 of the Act and includes such a resolution passed by written resolution,

“Statutes”

means the Act, the Charities Legislation and every other statute or statutory instrument, law or regulation for the time being in force and concerning companies in so far as they apply to the Company,

1 2 Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the Act

1 3 A reference to

1 3 1 words importing the singular only shall include the plural and vice versa,

1 3 2 “in writing” or “written” includes Electronic Communication but excludes text messaging via mobile phone, and

1 3 3 "clear" or "clear days" in relation to a period of notice means the period excluding the day on which the notice is given or deemed to be given and the day for which it is given or on which it is to take effect

1 4 The Model Articles shall not apply to the Company

PART 2: OBJECTS AND POWERS

2 OBJECTS

2 1 The objects for which the Company is established are the advancement of education at the several schools for the time being comprising the Allied Schools

3 POWERS

3 1 In furtherance of the objects set out in article 2 1 but not further or otherwise, the Company shall have all of the powers of a company incorporated under the Act except that it shall not have the power to borrow money or to pledge assets as security

PART 3: APPLICATION OF INCOME AND PROPERTY AND DIRECTORS' BENEFITS

4 APPLICATION OF INCOME AND PROPERTY

The income and property of the Company shall be applied solely towards the promotion of the Objects, and no part thereof shall be paid or transferred directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to the Members. This does not prevent a charity with which a Member is connected from receiving a benefit from the Company in the capacity of a beneficiary of the Company

5 DIRECTORS' BENEFITS

No Director shall be appointed to any office of the Company, be employed by the Company or receive any remuneration or other benefit in money or money's worth from the Company unless the payment or benefit in question -

5 1 is permitted pursuant to Article 6,

5 2 is a benefit received by an Allied School with which the relevant Director is connected, or

5 3 has been previously and expressly authorised in advance and in writing by the Charity Commission and any procedures prescribed by the Charity Commission are fully adhered to

6 PERMITTED BENEFITS

Subject to Article 7, nothing herein shall prevent the payment in good faith by the Company of -

6 1 reasonable and proper remuneration to the General Manager (or the person discharging the functions of a general manager under whatever title) for work undertaken whilst holding that office notwithstanding that he or she is a Director

6 2 reasonable and proper remuneration to a Director for services rendered to the Company otherwise than any remuneration for services provided by a Director in his/her capacity as a Director or under a contract of employment,

6 3 monies for the supply of goods by a Director to the Company, whether such goods are provided in connection with the provision of services referred to at Article 6 1 or otherwise,

6 4 interest at a reasonable and proper rate (not exceeding 2% per annum below the base rate of a clearing bank to be selected by the Directors) on money lent to the Company by any Director,

6 5 reasonable and proper rent for premises demised or let to the Company by any Director,

- 6 6 reimbursement of reasonable out-of-pocket expenses actually incurred by any Director in or about the affairs of the Company,
- 6 7 any payments made pursuant to Articles 23 (Directors' Indemnity) and 24 (Directors' Indemnity Insurance)

7 CONDITIONS RELATING TO DIRECTORS' BENEFITS

Save for the payments referred to in Articles 6 6 and 6 7, the Company and its Directors may only rely upon the authority provided by Article 6 in respect of payments or benefits to a Director if each of the following conditions is satisfied

- 7 1 the remuneration or other sums paid to the Director does not exceed an amount that is reasonable in all the circumstances,
- 7 2 the Director is absent from the part of any meeting at which there is discussion of
 - 7 2 1 his/her contract or remuneration, or any matter concerning the contract,
 - 7 2 2 his/her performance in the employment, or his/her performance of the contract, or
 - 7 2 3 any proposal to enter into any other contract or arrangement with him/her or to confer any benefit upon him/her that would be permitted under Article 6,
- 7 3 the Director does not vote on any such matter and is not counted when calculating whether a quorum of Directors is present at the meeting,
- 7 4 the remaining Directors are satisfied and agree that it is in the best interests of the Company to contract with that Director rather than with someone who is not a Director,
- 7 5 the reason for their decision is recorded by the Directors in the minute book,
- 7 6 the amount or maximum amount of any remuneration payable to a Director is set out in an agreement in writing between the Company or Directors and that Director, and
- 7 7 the number of Directors then in office who have received remuneration or other benefits from the Company are in a minority

8 CONFLICTS OF INTEREST

- 8 1 A Director must declare to the other Directors any situation of which he/she is aware in which he/she has, or could have, a direct or indirect interest that conflicts, or might conflict, with the interests of the Company unless the situation cannot reasonably be regarded as likely to give rise to a conflict of interest
- 8 2 An interest of a Director to be disclosed under Article 8 1 may be declared at a meeting of Directors, by notice in writing pursuant to section 184 of the Act or by means of a general notice under section 185 of the Act
- 8 3 If a conflict of interest arises for a Director because of a duty of loyalty owed to another organisation, Company or person and the conflict is not authorised by virtue of any other provision in the Articles, the remaining Directors may authorise such a conflict of interest if each of the following conditions is satisfied
 - 8 3 1 the Director is absent from the part of any meeting at which there is discussion of the conflict of interest, including any arrangement or transaction affecting that other organisation, Company or person,
 - 8 3 2 the Director does not vote on any such matter and is not to be counted when calculating whether a quorum of Directors is present at the meeting, and
 - 8 3 3 the remaining Directors are satisfied and agree that it is in the interests of the Company to authorise the conflict of interest which has arisen

- 8 4 A conflict of interest arising for a Director because of a duty of loyalty owed to another organisation, company or person may only be authorised in the manner set out at Article 8 3 if such a conflict does not involve a direct or indirect benefit of any nature to a Director

9 **PART 3: DEFINITIONS**

The following words in Articles 4, 5, 6, 7, and 8 (as the case may be) shall have the following meanings

- 9 1 "Company" shall include any company in which the Company

9 1 1 holds more than 50% of the shares, or

9 1 2 controls more than 50% of the voting rights attached to the shares, or

9 1 3 has the right to appoint one or more directors to the board of the company, and

- 9 2 "Director" shall include the following

9 2 1 a child, parent, grandchild, grandparent, brother or sister of a Director,

9 2 2 the spouse or civil partner of a Director or of any person falling within Article 8 2 1,

9 2 3 a person carrying on a business in partnership with a Director or with any person falling within Articles 9 2 1 or 9 2 2,

9 2 4 an institution which is controlled

(a) by a Director or by any person falling within Articles 9 2 1, 9 2 2 or 9 2 3, or

(b) by two or more persons falling within Article 8 2 4(a) when taken together, and

9 2 5 a body corporate in which

(a) the Director or any person falling within Articles 9 2 1, 9 2 2 or 9 2 3 has a substantial interest, or

(b) two or more persons falling within paragraph (a), when taken together, have a substantial interest

- 9 3 Sections 350 to 352 of the Charities Act 2011 apply for the purposes of interpreting the terms used at Article 9 2 as follows

9 3 1 "child" includes a step-child and an illegitimate child,

9 3 2 "civil partner" shall include a person living with a Director as that Director's husband or wife and includes two persons of the same sex who are not civil partners but live together as if they were,

9 3 3 a person controls an institution if he/she is able to secure that the affairs of the institution are conducted in accordance with his/her wishes,

9 3 4 a person has a substantial interest in a body corporate if he/she is

(a) interested in shares comprised in the equity share capital of that body of a nominal value of more than one-fifth of that share capital, or

(b) is entitled to exercise, or control the exercise of, more than one-fifth of the voting power at any general meeting of that body

PART 4: DIRECTORS

DIRECTORS' POWERS AND RESPONSIBILITIES

10 DIRECTORS' GENERAL AUTHORITY

10 1 Subject to the Articles, including Article 10 2 below, the Directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company and do on behalf of the Company all such acts as may be done by the Company and as are not by the Statutes or by the Articles required to be done by the Company in general meeting

10 2 The Directors may not do or permit any act or omission which would prejudice the charitable status of the Company

11 DIRECTORS MAY DELEGATE

11 1 Subject to the Articles, the Directors may delegate any of the powers which are conferred on them under the Articles

11 1 1 to such person or committee,

11 1 2 by such means (including by power of attorney),

11 1 3 to such an extent,

11 1 4 in relation to such matters or territories, and

11 1 5 on such terms and conditions,

as they think fit

11 2 If the Directors so specify, any such delegation may authorise further delegation of the Directors' powers by any person to whom they are delegated

11 3 The Directors may revoke any delegation in whole or part, or alter its terms and conditions

12 COMMITTEES

12 1 Committees to which the Directors delegate any of their powers must contain at least one Director and must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by Directors

12 2 The Directors may make rules of procedure for all or any committees, which prevail over any rules or bye-laws derived from the Articles if they are not consistent with them

13 APPOINTMENT OF INVESTMENT MANAGERS

The Directors may appoint as the investment manager for the Company a person who they are satisfied after inquiry is a proper and competent person to act in that capacity and who is an authorised or an exempt person within the meaning of the Financial Services and Markets Act 2000 otherwise than exempted by virtue of paragraphs 44 and 45 of the Financial Services and Markets Act 2000 (Exemption) Order 2001. The Directors may delegate to an investment manager so appointed power at his/her discretion to buy and sell investments for the Company in accordance with the investment policy laid down by the Directors from time to time,

PROVIDED THAT where the Directors make any such delegation they shall

13 1 inform the investment manager in writing of the extent of the Company's investment powers and the terms of the delegation,

- 13 2 lay down a detailed investment policy for the Company and immediately inform the investment manager in writing of it and of any changes to it,
- 13 3 ensure that they are kept informed of, and review on a regular basis, the performance of their investment portfolio managed by the investment manager and on the exercise by him/her of his/her delegated authority,
- 13 4 take all reasonable care to ensure that the investment manager complies with the terms of the delegated authority, and
- 13 5 pay such reasonable and proper remuneration to the investment manager and agree such proper terms as to notice and other matters as the Directors shall decide PROVIDED THAT such remuneration may include commission fees and/or expenses earned by the investment manager if and only to the extent that such commission fees and/or expenses are disclosed to the Directors

14 INVESTMENTS HELD BY NOMINEE

The Directors may

- 14 1 make such arrangements as they think fit for any investments of the Company or income from those investments to be held by a corporate body as the Company's nominee, and
- 14 2 pay reasonable and proper remuneration to any corporate body acting as the Company's nominee in pursuance of this Article

DECISION-MAKING BY DIRECTORS

15 MEETINGS OF DIRECTORS

- 15 1 Subject to the provisions of these Articles, the Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit
- 15 2 At any time any Director may, and the Secretary on the requisition of a Director shall, summon a meeting of the Directors
- 15 3 Any such summons shall specify where, when and how the meeting is to be held Any Director may waive notice of any meeting and such waiver may be retrospective
- 15 4 All acts done in good faith by any meeting of the Directors or of any committee shall, notwithstanding it be discovered afterwards that there was some defect in the appointment or continuance in office of any such persons or that they or any of them were disqualified, be as valid as if every such person had been duly appointed or had duly continued in office and was qualified to be a Director or Member of the committee as the case may be

16 QUORUM FOR MEETINGS AND VOTING

- 16 1 The quorum necessary for the transaction of business of the Directors may be fixed from time to time by the Directors and, unless so fixed at any other number shall be two
- 16 2 A meeting of the Directors at which a quorum is present shall be competent to exercise all powers and discretions for the time being exercisable by the Directors
- 16 3 Questions arising at any meeting of the Directors shall be determined by a majority of votes In case of an equality of votes the Chair shall have a second or casting vote

17 MEETINGS BY CONFERENCE TELEPHONE ETC

- 17 1 All or any of the Directors or any committee of the Directors may participate in a meeting of the Directors or that committee by means of a conference telephone or any communication equipment which allows all persons participating in the meeting to hear and speak to each other throughout the meeting

17 2 A person so participating shall be deemed to be present in person at the meeting and shall be entitled to vote or be counted in a quorum accordingly

17 3 Such a meeting shall be deemed to take place where the largest group of those participating is assembled, or, if there is no such group, where the chair then is

18 RESOLUTIONS IN WRITING

18 1 A resolution executed by all the Directors, or by all the Members of a committee constituted under these Articles, shall be as valid and effectual as if it had been passed at a meeting of the Directors, or (as the case may be) at a meeting of that committee, which in every case was duly convened and held

18 2 For the purposes of this Article 18

18 2 1 a resolution shall consist of one or more written instruments or one or more Electronic Communications sent to an address specified for the purpose by the Secretary, or a combination of them, provided that each such written instrument and Electronic Communication (if more than one) is to the same effect,

18 2 2 a written instrument is executed when the person executing it signs it,

18 2 3 an Electronic Communication is executed when the person executing it sends it provided that it has been authenticated in such manner (if any) as the Secretary shall prescribe,

18 2 4 the Directors, or (as the case may be) Members of a committee constituted under these Articles, need not execute the same written instrument or Electronic Communication,

18 2 5 a resolution shall be effective when the Secretary certifies that sufficient evidence has been received by him/her that the resolution has been executed in accordance with this Article 18, and

18 2 6 if no Secretary is appointed, the Chair shall perform the functions of the Secretary under this Article 18

19 CHAIRING OF DIRECTORS' MEETINGS

19 1 The Chair appointed pursuant to clause 21 1 2 shall chair Directors' meetings

19 2 The Chair shall immediately cease to hold such appointment upon ceasing to be a Director

19 3 If the Chair is not participating in a Directors' meeting within ten minutes of the time at which it was to start, the participating Directors must appoint one of themselves to chair it

20 RECORDS OF DECISIONS TO BE KEPT

The Directors must ensure that the Company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every decision taken by the Directors

APPOINTMENT AND RETIREMENT OF DIRECTORS ETC

21 APPOINTMENT AND RETIREMENT OF DIRECTORS

21 1 Subject to article 21 2

21 1 1 the MMT may nominate up to two Directors and may remove or replace those Directors by notice in writing to the Company,

21 1 2 the Directors shall appoint a Chair who is independent of every Allied School and of the MMT The Chair may be appointed for a fixed term or indefinitely, subject to article 22,

21 1 3 the Directors may co-opt up to three additional Directors for a fixed term or indefinitely, subject to article 22, and

21 1 4 the general manager of the Company from time to time shall be an ex officio Director

21 2 No person may be appointed as a Director

21 2 1 unless he/she has attained the age of 18 years, or

21 2 2 in circumstances such that, had he/she already been a Director, he/she would have been disqualified from acting under the provisions of Article 22

22 TERMINATION OF DIRECTOR'S APPOINTMENT

A person ceases to be a Director

22 1 if removed in writing in accordance with article 21 1 1,

22 2 if by notice in writing to the Company he/she resigns (but only if at least three Directors remain in office when the notice of resignation is to take effect),

22 3 if he/she ceases to hold office by reason of any order made under the Company Directors Disqualification Act 1986, or by virtue of any provision of the Statutes,

22 4 if he/she is removed from office by a resolution duly passed pursuant to Section 168 of the Act,

22 5 if he/she becomes incapable by reason of mental disorder, illness or injury of managing and administering his/her own affairs, or

22 6 if he/she is convicted of any criminal offence, other than any minor motoring or similar offence that cannot reasonably damage the reputation of the Company

23 DIRECTORS' INDEMNITY

Subject to the provisions of the Act, and so far as may be consistent with the Statutes

23 1 every Director [and every other officer], other than the Company's auditor or the reporting accountant, [shall] / [may] be indemnified out of the assets of the Company against all costs, charges, losses, expenses and liabilities incurred by him/her in the actual or purported execution and/or discharge of his/her duties and/or the actual or purported exercise of his/her powers and/or otherwise in relation to, or in connection with, his/her duties, powers or offices, in each case to the extent permitted by section 232 of the Act, [and]

[23 2 every auditor or reporting accountant appointed by the Company may be indemnified out of the assets of the Company against any liability incurred by him/her in that capacity to the extent permitted by section 532 of the Act, [and]]

23 3 the Company [shall] / [may] also provide funds to any [Director] [or any other officer (other than the Company's auditor or reporting accountant)] or do anything to enable a [Director] [or such other officer] to avoid incurring expenditure, in each case in the manner permitted by and subject to the restrictions required by section 205 of the Act

24 DIRECTORS' INDEMNITY INSURANCE

24 1 Subject to the provisions of the Charities Legislation and to Article 24 2, the Company may pay the premium in respect of any indemnity insurance to cover the liability of any Director, other officer (other than the auditor or reporting accountant) or Member

24 1 1 which by virtue of any rule of law would otherwise attach to him/her in respect of any negligence, default, breach of trust or breach of duty of which he/she may be guilty or any act or omission in the actual or purported execution and/or discharge

of his/her duties and/or in the exercise or purported exercise of his/her powers and/or otherwise in relation to his/her duties, powers or offices in relation to the Company or any subsidiary of the Company, and

- 24 1 2 to make contributions to the assets of the Company or any subsidiary in accordance with the provisions of section 214 of the Insolvency Act 1986, and all costs, charges and expenses which may be incurred by him/her in successfully contesting any such liability or alleged liability
- 24 2 Any insurance purchased under Article 24 1 shall not
 - 24 2 1 extend to any claim arising from any act or omission which that person knew (or must reasonably be assumed to have known) to be a breach of trust or breach of duty or which was committed by that person in reckless disregard of whether it was a breach of trust or a breach of duty or not,
 - 24 2 2 extend to a fine imposed in connection with, or the costs or liabilities incurred in respect of, an unsuccessful defence to a criminal prosecution brought against that person in his/her capacity as a Director or other officer or Member of the Company and/or a sum payable to a regulatory authority by way of a penalty imposed on a Director, other officer or Member of the Company, in respect of non-compliance with any requirement of a regulatory nature (howsoever arising)

PART 5: SHARES

25 SHARE CAPITAL

- 25 1 The Company's share capital consists of
 - 25 1 1 11 A Ordinary shares of £1 each, and
 - 25 1 2 5 B Ordinary shares of £1 each
- 25 2 The liability of the members is limited to the amount, if any, unpaid on the shares held by them

26 SHARE TRANSFERS

- 26 1 No A Ordinary share shall be transferable except as follows
 - 26 1 1 from someone who has ceased to be a Director, or from someone who has become entitled to such a person's share, to the Director who has replaced the former Director,
 - 26 1 2 from the Chair to a Director who does not hold a share in the Company, or
 - 26 1 3 to the Chair
- 26 2 No B Ordinary share shall be transferable except to an Allied School
- 26 3 No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share
- 26 4 The Company may retain any instrument of transfer which is registered
- 26 5 The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it
- 26 6 The Directors may in their absolute discretion, and without the need to assign any reason, refuse to register the transfer of a share, and if they do so, the instrument of transfer must be returned to the transferee with the notice of refusal unless they suspect that the proposed transfer may be fraudulent

27 COMPULSORY TRANSFER OF SHARES

- 27 1 A holder of an A Ordinary share who is not a Director shall immediately transfer their share free of charge and free from all encumbrances to the Director who is replacing them or to the Chair
- 27 2 If a Director appointed pursuant to articles 21 1 1, 21 1 2 or 21 1 3 does not hold an A Ordinary share then the Chair shall transfer an A Ordinary share to that Director
- 27 3 If any Director except the Chair holds more than one share then they shall immediately transfer all but one share to the Chair
- 27 4 A holder of an B Ordinary share who is not an Allied School shall immediately transfer their share free of charge and free from all encumbrances to an Allied School which is not already a B Ordinary shareholder (or, if all Allied Schools are B Ordinary shareholders, to any Allied School)
- 27 5 If a member or someone who has become entitled to a members' share fails for any reason (including death) to transfer any share when required pursuant to article 27 1, 27 2, 27 3 or 27 4
- 27 5 1 the Directors may authorise any person (who shall be deemed to be irrevocably appointed as the agent of that Member for the purpose) to execute the necessary transfer of the share free of charge and free from all encumbrances and deliver it on the Member's behalf,
- 27 5 2 after the name of the new Member has been entered in the register of members in purported exercise of the power conferred by this article 27 5, the validity of the proceedings shall not be questioned by any person

ORGANISATION OF GENERAL MEETINGS

28 GENERAL MEETINGS

- 28 1 The Directors may whenever they think fit convene a general meeting and shall, following requisition in accordance with the Act, proceed to convene a general meeting in accordance therewith

29 CALLING GENERAL MEETINGS

- 29 1 A general meeting of the Company shall be called by at least 14 days' clear notice
- 29 2 The Company may give such notice by any means or combination of means permitted by the Act
- 29 3 A general meeting, notwithstanding that it has been called by a shorter notice than that specified above, shall be deemed to have been duly called if it is so agreed by a majority in number of the Members, being a majority who together hold not less than 90 per cent of the total voting rights

30 NOTICE OF GENERAL MEETINGS

- 30 1 Every notice calling a general meeting shall specify the place and the day and hour of the meeting
- 30 2 There shall appear with reasonable prominence in every such notice a statement that a Member entitled to attend and vote is entitled to appoint a proxy to attend, speak and vote instead of him/her and that a proxy need not be a Member
- 30 3 The text of each special resolution to be proposed at the general meeting shall be set out in the notice. Either the text of, or sufficient information to enable a Member to understand the purpose of, each ordinary resolution shall be set out in the notice

31 MEETINGS BY CONFERENCE TELEPHONE ETC.

- 31 1 All or any of the Members or persons permitted to attend general meetings may at the discretion of the Directors participate in the meeting by means of a conference telephone or any communication equipment which allows all persons participating in the meeting to communicate effectively with each other throughout the meeting
- 31 2 A Member so participating shall be deemed to be present in person at the meeting and shall be entitled to vote or be counted in a quorum accordingly
- 31 3 Such a meeting shall be deemed to take place where the largest group of those participating is assembled, or if there is no such group, where the Chair then is

32 QUORUM FOR GENERAL MEETINGS

- 32 1 Subject to article 32 2 if the Company has less than four A Ordinary shareholders then all of the A Ordinary shareholders shall be a quorum In any other case four A Ordinary shareholders entitled to vote upon the business to be transacted shall be a quorum
- 32 2 The quorum for a meeting at which an amendment to the Articles of Association is proposed shall be a majority of the B Ordinary shareholders and such number of A Ordinary Shareholders as is required by article 32 1
- 32 3 A proxy or an authorised representative of a Member shall count for the purposes of the quorum No business other than the appointment of the Chair of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum

33 CHAIRING GENERAL MEETINGS

- 33 1 The Chair shall chair general meetings if present and willing to do so
- 33 2 If the Directors have not appointed a Chair, or if the Chair is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start, the Directors present must appoint a Director to chair the meeting, and the appointment of the Chair of the meeting must be the first business of the meeting
- 33 3 The person chairing a meeting in accordance with this Article is referred to as "the Chair of the meeting"

34 ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-MEMBERS

- 34 1 Directors may attend and speak at general meetings, whether or not they are Members
- 34 2 The Chair of the meeting may permit other persons who are not
- 34 2 1 Members, or
- 34 2 2 otherwise entitled to exercise the rights of Members in relation to general meetings, to attend and speak at a general meeting

35 ADJOURNMENT

- 35 1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present the Chair of the meeting must adjourn it
- 35 2 The Chair of the meeting may adjourn a general meeting at which a quorum is present if
- 35 2 1 the meeting consents to an adjournment, or

- 35 2 2 it appears to the Chair of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner
- 35 3 The Chair of the meeting must adjourn a general meeting if directed to do so by the meeting
- 35 4 When adjourning a general meeting, the Chair of the meeting must
 - 35 4 1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Directors, and
 - 35 4 2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting
- 35 5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given)
 - 35 5 1 to the same persons to whom notice of the Company's general meetings is required to be given, and
 - 35 5 2 containing the same information which such notice is required to contain
- 35 6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place

VOTING AT GENERAL MEETINGS

36 VOTING: GENERAL

- 36 1 A resolution put to the vote at a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the Articles
- 36 2 No amendment to the Articles of Association shall be valid unless
 - 36 2 1 75% of the A Ordinary shareholders have voted in favour of the amendment, and
 - 36 2 2 a majority of the holders of the B Ordinary Shares have voted in favour of the amendment
- 36 3 Except as set out in article 36 2 2 B Ordinary shares shall be non-voting shares and shall not carry the right to vote on any resolution of the Company, whether by show of hands, poll, proxy or written resolution

37 ERRORS AND DISPUTES

- 37 1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid
- 37 2 Any such objection must be referred to the Chair of the meeting, whose decision is final

38 POLL VOTES

- 38 1 A poll on a resolution may be demanded
 - 38 1 1 in advance of the general meeting where it is to be put to the vote, or
 - 38 1 2 at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared
- 38 2 A poll may be demanded by

- 38 2 1 the Chair of the meeting,
- 38 2 2 the Directors,
- 38 2 3 two or more persons having the right to vote on the resolution, or
- 38 2 4 a person or persons representing not less than one tenth of the total voting rights of all the Members
- 38 3 A demand for a poll may be withdrawn if
 - 38 3 1 the poll has not yet been taken, and
 - 38 3 2 the Chair of the meeting consents to the withdrawal
- 38 4 Polls must be taken immediately and in such manner as the Chair of the meeting directs
- 39 **CONTENT OF PROXY NOTICES**
- 39 1 Proxies may only validly be appointed by a notice in writing (a "proxy notice") which
 - 39 1 1 states the name and address of the Member appointing the proxy,
 - 39 1 2 identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed,
 - 39 1 3 is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the Directors may determine, and
 - 39 1 4 is delivered to the Company in accordance with the Articles and any instructions contained in the notice of the general meeting to which they relate
- 39 2 The Company may require proxy notices to be delivered in a particular form and, subject to the Act, by a particular time and may specify different forms for different purposes
- 39 3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions
- 39 4 Unless a proxy notice indicates otherwise, it must be treated as
 - 39 4 1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
 - 39 4 2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself
- 40 **DELIVERY OF PROXY NOTICES**
- 40 1 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 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
- 40 2 An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given
- 40 3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates
- 40 4 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf

41 AMENDMENTS TO RESOLUTIONS

- 41 1 An Ordinary Resolution to be proposed at a general meeting may be amended by Ordinary Resolution if
- 41 1 1 notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the Chair of the meeting may determine), and
 - 41 1 2 the proposed amendment does not, in the reasonable opinion of the Chair of the meeting, materially alter the scope of the resolution
- 41 2 A Special Resolution to be proposed at a general meeting may be amended by Ordinary Resolution, if
- 41 2 1 the Chair of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
 - 41 2 2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution
- 41 3 If the Chair of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the his/her error does not invalidate the vote on that resolution

42 RESOLUTIONS IN WRITING

- 42 1 A resolution executed by such number and class of Members as would have been required to vote for the resolution had it been proposed in general meeting at which all of the Members were present and voting shall be as valid and effectual as if it had been passed at a general meeting duly convened and held
- 42 2 For the purposes of this Article 42
- 42 2 1 a resolution shall consist of one or more written instruments (including faxes) or one or more Electronic Communications sent to an address specified for the purpose by the Secretary, or a combination of them, provided that each such written instrument and Electronic Communication (if more than one) is to the same effect,
 - 42 2 2 a written instrument is executed when the person executing it signs it,
 - 42 2 3 an Electronic Communication is executed when the person executing it sends it provided that it has been authenticated in such manner (if any) as the Secretary shall prescribe,
 - 42 2 4 the Members need not execute the same written instrument or Electronic Communication,
 - 42 2 5 a resolution shall be effective when the Secretary certifies that sufficient evidence has been received by him/her that the resolution has been executed in accordance with this Article 42,
 - 42 2 6 if no Secretary is appointed, the chair shall perform the functions of the Secretary under this Article 42,
 - 42 2 7 the resolution must be accompanied by a statement informing the Member how to signify his/her agreement to it and the date by which this is to be done, and
 - 42 2 8 a proposed written resolution will lapse if it is not passed before 28 days from the circulation date

PART 6. DISSOLUTION

43 DISTRIBUTION OF ASSETS ON WINDING UP/DISSOLUTION

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, but shall be given or transferred to such other charity or charities which prohibit(s) the distribution of its or their income and property to an extent at least as great as is imposed upon the Company by Articles 4 and 5 above and having charitable objects identical with or similar to the Objects, as the Members shall resolve at or before the time of dissolution and if that cannot be done to some other charitable object or objects

PART 7. ADMINISTRATIVE ARRANGEMENTS

44 MEANS OF COMMUNICATION TO BE USED

44 1 Any notice to be sent to or by any person pursuant to these Articles including a notice calling a meeting of the Directors shall be in writing and may be delivered or sent by post or using Electronic Communications to an address for the time being notified for that purpose to the person giving the notice. In this Article "address" in relation to Electronic Communications, includes any number or address used for the purpose of such communications

44 2 Subject to the Articles, any notice or document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means by which that Director has asked to be sent or supplied with such notices or documents for the time being

44 3 A Director may agree with the Company that notices or documents sent to that Director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours

44 4 Subject to Article 44 3, any notice, if served by post, shall be deemed to have been served 48 hours after it was posted, and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed, prepaid and posted. A notice or other document sent by Electronic Communication shall be deemed to have been delivered 48 hours following the date on which the communication was sent and electronic confirmation of receipt shall be conclusive evidence that a notice was given to a facsimile number or email address. If a notice, document or information posted on the Company's website was already on the Company's website at the time the notice was sent to the Member, it will be deemed to have been sent on the day the notice was sent but if the notice, document or information was not on the Company's website on the date the said notice was sent then it will be deemed to have been sent on the day on which it appears on the website

45 WEBSITE COMMUNICATION

45 1 The Company may send any notice, document or other information to Members by making them available on the Company's website provided that

45 1 1 each Member has been asked individually by the Company to agree to communication via the Company's website (either generally or in relation to a specific notice, document or information),

45 1 2 the Company's request states clearly that if the Member fails to respond to the request within twenty-eight days of the date on which the request is sent, he/she will be deemed to have given such consent, and

45 1 3 the Company's request is not sent less than twelve months after a previous request made to the Member in relation to a similar class of documents

45 2 The Company must notify each Member who has agreed to receive communications through the Company's website of the presence of the information on the website, the website

address, the place on the website where the information can be found and how to access the information

- 45 3 Any notice, document or information posted on the Company's website must be in a form that the Member can read and take a copy of. The notice, document or information must be available on the Company's website for either twenty-eight days from the date the notification was sent to the Member or for such other period as may from time to time be specified in the Act

46 **COMPANY SEAL**

- 46 1 Any common seal may only be used by the authority of the Directors
- 46 2 The Directors may decide by what means and in what form any common seal is to be used
- 46 3 Unless otherwise decided by the Directors, if the Company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature
- 46 4 For the purposes of this Article, an authorised person is
- 46 4 1 any Director,
 - 46 4 2 the Secretary (if any), or
 - 46 4 3 any person authorised by the Directors for the purpose of signing documents to which the common seal is applied

47 **SECRETARY**

A Secretary may be appointed by the Directors for such time, at such remuneration and upon such conditions as the Directors may think fit, and any Secretary so appointed may be removed by the Directors. The Directors may from time to time by resolution appoint an assistant or deputy Secretary, and any person so appointed may act in place of the Secretary if there be no Secretary or no Secretary capable of acting

48 **ACCOUNTS**

- 48 1 The Directors shall cause proper and adequate books of account to be kept to enable accounts to be prepared which comply with the relevant provisions of the Act, the charities legislation and the SORP. Proper and adequate books shall not be deemed to be kept and/or deemed sufficient if there are not kept such books of account as are necessary to give a true and fair view of the state of the affairs of the Company, to show and explain its transactions and to disclose with reasonable accuracy at any time, the financial position of the Company at any time
- 48 2 The books of account shall be kept at the registered office of the Company, or, subject to section 388 of the Act, at such other place or places as the Directors shall think fit and shall always be open to the inspection of any Director
- 48 3 The Company must, pursuant to section 423 of the Act, send a copy of its annual accounts and reports for each financial year to every Member, to every holder of the Company's debentures and to every person who is entitled to receive notice of general meetings. Copies need not be sent to a person for whom the Company does not have a current address as defined in section 423 of the Act
- 48 4 The Company must, pursuant to section 424 of the Act, comply with the obligations set out at Article 48 3 not later than
- 48 4 1 the end of the period for filing accounts and reports to the Registrar of Companies, or

48 4 2 if earlier, the date on which the Company actually delivers its accounts to the Registrar of Companies

49 NO RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS

Except as provided by law or authorised by the Directors or an ordinary resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or documents merely by virtue of being a Member

50 AUDIT

50 1 The accounts of the Company shall be examined and reported upon either by the auditor or, if no auditor is appointed, by a reporting accountant if so required by the Statutes

50 2 The appointment or re-appointment (as appropriate) of the auditor shall be determined by the Company in general meeting

50 3 The determination of the auditor's or reporting accountant's (if any) remuneration shall be delegated to the Directors by the Company in general meeting