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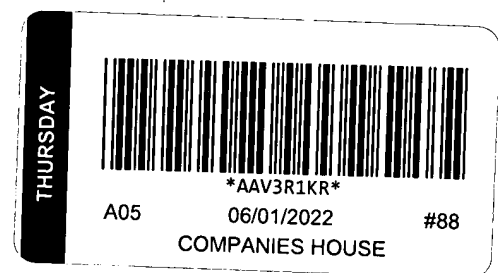
The Companies Act 2006

**Company Limited by
Guarantee
and not having a
Share Capital**

Articles of Association

of

THE KINGHAM HILL TRUST



THE COMPANIES ACT 2006

Company Limited by Guarantee and not having a Share Capital

ARTICLES OF ASSOCIATION

OF

THE KINGHAM HILL TRUST

1 NAME

- 1.1 The name of the company is The Kingham Hill Trust (the "**Charity**").

2 REGISTERED OFFICE

- 2.1 The registered office of the Charity is to be in England and Wales.

3 OBJECTS

- 3.1 The objects of the Charity (the "**Objects**") are:

3.1.1 to advance in accordance with the Protestant and Evangelical Faith understood as set out in Article 17 of the Articles of Association of the Charity ("**the Christian Faith**") the physical, mental and spiritual education of children resident in the United Kingdom or elsewhere by helping them to a start in life, especially those children who are in need of a boarding school education through deficiencies in their economic, social or family circumstances, or owing to their particular educational or spiritual requirements provided that special regard shall be paid to the need of such children whose parents or guardians are of modest means;

3.1.2 to train men and women for ordination or other ministries in the Church of England or other Protestant denominations in accordance with the Christian Faith provided that special regard shall be paid to the needs of those of modest means; and

3.1.3 otherwise to advance education in accordance with the Christian Faith.

- 3.2 This Article 3 may be amended by special resolution but only with the prior written consent of the Commission.

4 POWERS

The Charity has the following powers, which may be exercised only in promoting the Objects:

- 4.1 to maintain the school known as Kingham Hill School (the "**School**") in accordance with the Christian Faith;
- 4.2 to maintain the theological college known as Oak Hill College (the "**College**") where training for ministry in accordance with the Christian Faith is provided;
- 4.3 to provide on the grounds of need or merit, scholarships, bursaries, grants, prizes and other awards tenable at the School or College or at any other educational or training establishments, or to enable recipients to undertake approved courses of study or work experience elsewhere;
- 4.4 to provide advice or information, hold classes, seminars, conferences, lecture tours and courses;

- 4.5 to carry out research and to publish and distribute the useful results;
- 4.6 to provide, publish or distribute information;
- 4.7 to advertise in such manner as may be thought expedient;
- 4.8 to co-operate with and enter into joint ventures, collaborations and partnerships with other non-charitable bodies and to exchange information and advice with them;
- 4.9 to support, administer or set up other charities or to establish charitable trusts for any particular purposes of the Charity and to act as trustee of any charity or special charitable trust whether established by the Charity or otherwise and generally to undertake and execute any charitable trust which may lawfully be undertaken by the Charity and may be conducive to its Objects;
- 4.10 to accept gifts and to raise funds (including by issuing debt instruments but not by means of Taxable Trading) and in its discretion to disclaim any particular contribution;
- 4.11 to receive and administer bequests and donations;
- 4.12 to borrow money and give security for loans or other obligations (but only in accordance with the restrictions imposed by the Charities Act) including entering into any related derivative arrangement, but only where the derivative arrangement is:
 - 4.12.1 ancillary to the transaction;
 - 4.12.2 an integral part of managing the Charity's debt entered into in order to manage risk association with the transaction; and
 - 4.12.3 not a purely speculative transaction;
- 4.13 to construct, acquire or hire property of any kind, and to alter and maintain any such property as may be required from time to time;
- 4.14 to sell, lease or otherwise dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act);
- 4.15 to make grants or loans of money and to give guarantees provided that where any payment is made to the treasurer or other proper official of a charity the receipt of such treasurer or official shall be a complete discharge to the Trustees;
- 4.16 to set aside funds for special purposes or as reserves against future expenditure but only in accordance with a written policy about reserves;
- 4.17 to deposit or invest in funds in any manner (but to invest only after obtaining such advice from a Financial Expert as the Trustees consider necessary and having regard to the suitability of investments and the need for diversification) provided that the Charity shall have power to retain any investments donated to it;
- 4.18 to delegate the management of investments to a Financial Expert, but only on terms that:
 - 4.18.1 the investment policy is set down in writing for the Financial Expert by the Trustees;
 - 4.18.2 timely reports of all transactions are provided to the Trustees;
 - 4.18.3 the performance of the investments is reviewed regularly with the Trustees;
 - 4.18.4 the Trustees are entitled to cancel the delegation arrangement at any time;

- 4.18.5 the investment policy and the delegation arrangement are reviewed at least once a year;
- 4.18.6 all payments due to the Financial Expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt; and
- 4.18.7 the Financial Expert must not do anything outside the powers of the Trustees;
- 4.19 to arrange for investments or other property of the Charity to be held in the name of a nominee company acting under the direction of the Trustees or controlled by a Financial Expert acting under their instructions and to pay any reasonable fee required;
- 4.20 to deposit documents and physical assets with a company registered or having a place of business in England or Wales as custodian, and to pay any reasonable fee required;
- 4.21 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;
- 4.22 to provide indemnity insurance for the Trustees in accordance with, and subject to the conditions in, section 189 of the Charities Act;
- 4.23 subject to Article 5 to employ paid or unpaid agents staff or advisers;
- 4.24 to enter into contracts to provide services to or on behalf of other bodies;
- 4.25 to establish, hold shares in, or acquire subsidiary companies, other companies or entities and to acquire, merge with or enter into any partnership or joint venture arrangement with any other charity for any of the Objects; and
- 4.26 to do anything else within the law which promotes, helps to promote or is conducive or incidental to the promotion of the objects.

5 BENEFITS AND CONFLICTS FOR MEMBERS AND TRUSTEES

- 5.1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the Members (being also the Trustees).
- 5.2 Subject to compliance with Article 5.5, Members (being also the Trustees) and Connected Persons
 - 5.2.1 may be paid interest at a reasonable rate on money lent to the Charity;
 - 5.2.2 may be paid a reasonable rent or hiring fee for property let or hired to the Charity;
 - 5.2.3 who are beneficiaries may receive charitable benefits in that capacity on the same terms as any other members of the beneficial class; and
 - 5.2.4 may take part in the normal trading and fundraising activities of the Charity on the same terms as members of the public.
- 5.3 A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Charity except:
 - 5.3.1 as mentioned in Articles 4.22, 5.2 or 5.4;
 - 5.3.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Charity;
 - 5.3.3 an indemnity pursuant to Article 15 in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings);

- 5.3.4 **payment** to any company in which a Trustee or a Connected Person has no more than a one per cent shareholding; or
- 5.3.5 in exceptional cases, other payments or benefits but only with:
 - (a) the written consent of the Commission in advance where required under the Charities Act; and
 - (b) the approval or affirmation of the Members where required under the Act.
- 5.4 No Trustee, or Connected Person, may be employed by the Charity except in accordance with Article 5.3.5, but any Trustee or Connected Person may enter into a contract with the Charity, as permitted by the Charities Act to supply goods or services to the Charity in return for a payment or other material benefit but only if:
 - 5.4.1 the contract is in writing and states the maximum to be paid by the Charity;
 - 5.4.2 the goods or services are actually required by the Charity, and the Trustees decide that it is in the best interests of the Charity to enter into such a contract;
 - 5.4.3 the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services;
 - 5.4.4 no more than a minority of the Trustees are subject to such a contract in any financial year; and
 - 5.4.5 the Trustee has complied with the procedure set out in Article 5.5.
- 5.5 Subject to Article 5.6, any Trustee who becomes a Conflicted Trustee in relation to any matter must:
 - 5.5.1 **declare** the nature and extent of his or her interest at or before discussion begins on the matter;
 - 5.5.2 **withdraw** from the meeting for that item after providing any information requested by the Trustees;
 - 5.5.3 **not** be counted in the quorum for that part of the meeting; and
 - 5.5.4 **be absent** during the vote and have no vote on the matter.
- 5.6 When any Trustee is a Conflicted Trustee, the Trustees who are not Conflicted Trustees, if they form a quorum and are satisfied that it is in the best interests of the Charity to do so, may by resolution passed in the absence of the Conflicted Trustee authorise the Conflicted Trustee, notwithstanding any conflict of interest or duty which has arisen or may arise for the Conflicted Trustee:
 - 5.6.1 to continue to participate in discussions leading to the making of a decision and to vote, except where a Conflicted Trustee or a Connected Person is to receive any payment or material benefit; or
 - 5.6.2 to disclose information confidential to the Charity to a third party; or
 - 5.6.3 to take any other action not otherwise authorised, or to refrain from taking any step required to remove the conflict which, in either case, does not involve the receipt by the Conflicted Trustee or a Connected Person of any payment or material benefit.
- 5.7 A Conflicted Trustee who obtains (other than through his or her position as Trustee) information that is confidential to a third party, shall not be in breach of his or her duties

to the Charity if he or she declares the conflict in accordance with Article 5.5 and then withholds such confidential information from the Charity.

- 5.8 For any transaction or arrangement authorised under Articles 5.2, 5.3 or 5.4 the Trustee's duty under the Act to avoid a conflict of interest with the Charity shall be disapplied provided the relevant provisions of Article 5.5 have been followed.
- 5.9 This Article 5 may be amended by special resolution provided that where the result would be to authorise a benefit to a Trustee, Member or Connected Person which was not previously authorised under the Articles, it may only be amended with the prior written consent of the Commission.

6 MEMBERSHIP

- 6.1 The Charity must maintain a register of the names and address of the Members.
- 6.2 The Members of the Charity shall be the Trustees.
- 6.3 Membership is terminated if the Member concerned:
- 6.3.1 gives written notice of resignation to the Charity unless, after the resignation, there would be less than two members;
 - 6.3.2 dies;
 - 6.3.3 is removed from Membership by resolution of the Trustees on the ground that in their reasonable opinion the Member's continued Membership is harmful to the Charity (but only after notifying the Member in writing and considering the matter in the light of any written representations which the Member concerned puts forward within fourteen Clear Days after receiving notice);
 - 6.3.4 having been appointed a Trustee of the Charity ceases to be a Trustee.
- 6.4 Membership of the Charity is not transferable.
- 6.5 The Trustees may establish different classes of Membership and recognise one or more classes of supporters who are not Members (but who may nevertheless be termed "members") and set out their respective rights and obligations.

7 LIABILITY OF MEMBERS AND GUARANTEE

The liability of Members is limited to a sum not exceeding £1, being the amount that each Member undertakes to contribute to the assets of the Charity in the event of its being wound up while he, she or it is a Member or within one year after he, she or it ceases to be a Member for:

- 7.1.1 payment of those debts and liabilities of the Charity incurred before he, she or it ceased to be a Member;
- 7.1.2 payment of the costs, charges and expenses of winding up the Charity; and
- 7.1.3 the adjustment of rights of contributors among themselves.

8 GENERAL MEETINGS OF MEMBERS

8.1 Attendance

- 8.1.1 Members are entitled to attend general meetings.

8.1.2 A Trustee or Secretary shall, notwithstanding that he or she is not a Member, be entitled to attend and speak at any general meeting.

8.1.3 Nothing in these Articles is to be taken to preclude the holding and conducting of a general meeting by such suitable Electronic Means as the Trustees may decide which provide for all Members who are not present together at the same place to be able to communicate with all the other participants simultaneously, to speak and to vote during the general meeting.

8.2 **Notice**

8.2.1 A general meeting may be called at any time by the Trustees and must be called on a request from at least five percent of the Members having the right to vote at general meetings of the Charity if the request is issued in accordance with the Act.

8.2.2 Subject to Article 8.2.3, general meetings are called on at least twenty one Clear Days' notice (unless the Act requires a longer notice period) specifying:

- (a) the time, date and place of the meeting;
- (b) the general nature of the business to be transacted;
- (c) the terms of any proposed special resolution; and
- (d) notifying Members of their right to appoint a proxy under section 324 of the Act and Article 8.8.

8.2.3 A general meeting may be called by shorter notice if ninety per cent of the Members entitled to vote upon the business to be transacted agree.

8.2.4 Notice of general meetings should be given to every Member and Trustee, and to the Charity's auditors.

8.2.5 The proceedings at a general meeting shall not be invalidated because a person who was entitled to receive notice of the meeting did not receive it because of an accidental omission by the Charity.

8.3 **Quorum**

8.3.1 No business shall be transacted at any meeting unless a quorum is present. There is a quorum at a general meeting if the number of Members present in person or by proxy is at least three or fifty percent of the total Membership, whichever is the greater.

8.3.2 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 time and place as the Trustees may determine.

8.4 **Chair of the Meeting**

8.4.1 The Chair or (if the Chair is unable or unwilling to do so) some other Trustee elected by the board of Trustees presides at a general meeting.

8.4.2 If no Trustee is willing to act as Chair, or if no Trustee is present within fifteen minutes after the time appointed for holding the meeting, the Members present and entitled to vote shall choose one of their number to be Chair.

8.5 **Adjournment**

The Chair may, with the 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 an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven Clear Days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. If the meeting is adjourned for less than fourteen days it shall not be necessary to give any such notice.

8.6 **Voting General**

- 8.6.1 Except where otherwise provided by the Articles or the Act, every issue is decided by an ordinary resolution.
- 8.6.2 On a poll or a show of hands, votes may be given either personally or by proxy in accordance with the provisions of Article 8.8.
- 8.6.3 On a show of hands or a poll every Member who is present in person or by proxy shall have one vote, unless the proxy is a Member in their own right entitled to vote in which case they shall be entitled to a vote in their own right and a vote as a proxy.
- 8.6.4 A Member in respect of whom an order has been made by any court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental incapacity may vote, whether on a show of hands or on a poll, by his or her deputy, registered attorney, curator bonis or other person authorised in that behalf appointed by that court, and any such deputy, registered attorney, curator bonis or other person may, on a show of hands or on a poll, vote by proxy. Evidence to the satisfaction of the Trustees of the authority of the person claiming to exercise the right to vote shall be deposited at the Charity's registered office, or at such other place as is specified in accordance with these Articles for the deposit of instruments of proxy, not less than forty eight hours (excluding public holidays and weekends) before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in default the right to vote shall not be exercisable.
- 8.6.5 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 the Chair whose decision shall be final and conclusive.

8.7 **Poll Voting**

- 8.7.1 A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded:
 - (a) by the Chair; or
 - (b) by at least five Members having the right to vote at the meeting; or

- (c) by a Member or Members representing not less than ten percent of the total voting rights of all the Members having the right to vote at the meeting;

and a demand by a person as proxy for a Member shall be the same as a demand by the Member.

- 8.7.2 Unless a poll is duly demanded 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 or proportion of the votes recorded in favour of or against the resolution.
- 8.7.3 A demand for a poll may be withdrawn if the poll has not yet been taken; and the Chair consents to the withdrawal. A demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.
- 8.7.4 A poll shall be taken as the Chair directs and he or she may appoint scrutineers (who need not be Members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 8.7.5 A poll demanded on the election of a Chair or on a question of adjournment shall be taken immediately. A poll demanded on any other question shall be taken either immediately or at such time and place as the Chair directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
- 8.7.6 No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven Clear Days' notice shall be given specifying the time and place at which the poll is to be taken.

8.8 **Proxy Voting**

- 8.8.1 The appointment of a proxy shall be executed by or on behalf of the appointor and shall be in a form approved by the Trustees which shall be compliant with the Act.

8.9 **Written Resolutions**

Subject to the provisions of the Act:

- 8.9.1 A written resolution is passed as an ordinary resolution if it is agreed to by Members representing a simple majority of the total voting rights of Eligible Members.
- 8.9.2 A written resolution is passed as a special resolution if it is agreed to by Members representing not less than seventy five percent of the total voting rights of Eligible Members; and states that it is a special resolution.
- 8.9.3 A Members' resolution under the Act removing a Trustee or an auditor before the expiration of his or her term of office may not be passed by a written resolution.

- 8.9.4 A copy of the written resolution must be sent to every Eligible Member together with a statement informing them of the date by which the resolution must be passed if it is not to lapse, and how to indicate their agreement to the resolution.
- 8.9.5 A Member indicates his or her agreement to a written resolution when the Charity receives from the Member an authenticated document identifying the written resolution and indicating his or her agreement to it:
- (a) by the Member's signature if the document is in Hard Copy Form; or
 - (b) by the Member's signature, or confirmation of the Member's identity in a manner specified by the Charity, accompanied by a statement of the Member's identity which the Charity has no reason to doubt, if the document is in Electronic Form;
- 8.9.6 A written resolution lapses if the required number of agreements has not been obtained by twenty eight days beginning with the Circulation Date of the resolution.

9 THE TRUSTEES

- 9.1 The Trustees as Charity Trustees have control of the Charity and its property and funds.
- 9.2 The Trustees shall be appointed as subsequently laid out in these Articles. No one may be appointed as a Trustee if he or she would be disqualified from acting under the provisions of Article 9.7.
- 9.3 There shall be a minimum of three and a maximum of fifteen Trustees appointed at any time. Each Trustee shall be appointed for a term of five years and may be appointed for further terms of five years subject to the provisions of Article 9.6 below
- 9.4 Every Trustee must sign a declaration of willingness to act as a Charity Trustee of the Charity before he or she is eligible to act as a Trustee and/or vote at any meeting of the Trustees. Every Trustee must also sign a declaration that he or she is a Protestant and an Evangelical Christian as understood as set out in Article 17.
- 9.5 One-fifth (or the number nearest one-fifth) of the Trustees must retire at each First Trustee Meeting those longest in office retiring first and the choice between any of equal service being made by drawing lots. If a Trustee is required to retire at a First Trustee Meeting by a provision of these Articles the retirement shall take effect upon the conclusion of the meeting.
- 9.6 A retiring Trustee shall be eligible for re-election for consecutive periods not exceeding in aggregate fifteen years from the date of his or her original appointment but thereafter a Trustee shall not be eligible for re-appointment unless approved by at least 75% of the Trustees. In this Article a 'year' means the period between one First Trustee Meeting and the next.
- 9.7 A Trustee's term of office automatically terminates if:
- 9.7.1 he or she dies;
 - 9.7.2 he or she is unable to sign a declaration of faith as set out in Article 9.4;
 - 9.7.3 he or she ceases to be a Protestant and an Evangelical Christian as understood as set out in Article 17;
 - 9.7.4 he or she is disqualified under the Charities Act from acting as a Charity Trustee;

- 9.7.5 a registered medical practitioner who is treating that person gives a written opinion to the Charity stating that he or she has become physically or mentally incapable of acting as a Trustee and may remain so for three months;
 - 9.7.6 he or she is absent without permission of the Trustees from three consecutive meetings and is asked by a majority of the Trustees to resign;
 - 9.7.7 he or she ceases to be a Member;
 - 9.7.8 he or she resigns by written notice to the Trustees (but only if at least three Trustees will remain in office);
 - 9.7.9 he or she is removed by resolution passed by the Members present and voting at a general meeting after the meeting has invited the views of the Trustee concerned and considered the matter in the light of any such views; or
 - 9.7.10 he or she attains the age of 70 years provided always that such a Trustee shall be eligible for re-appointment on the agreement of at least 75% of the Trustees on such terms as the Trustees think fit.
- 9.8 The Trustees may at any time co-opt any person duly qualified to be appointed as a Trustee to fill a vacancy in their number or (subject to Article 9.3) as an additional Trustee, but a co-opted Trustee holds office only for one year.
- 9.9 A Trustee may not appoint an alternate Trustee or anyone to act on his or her behalf at meetings of the Trustees.
- 9.10 A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

Chair of Trustees

- 9.11 The Trustees have power to appoint (and remove) one of their number as Chair. The Trustees shall appoint the Chair to hold office for a term of five years (or such shorter period as the Trustees may determine) and the Trustees may re-appoint the Chair for one further term of five years (or such shorter period as the Trustees may determine). The Chair may be removed from office by a 75% majority vote of all other Trustees.
- 9.12 The Trustees have power to appoint (and remove) a Vice Chair on the same terms as the Chair in Article 9.11 above.

10 PROCEEDINGS OF TRUSTEES

- 10.1 The Trustees must hold at least two meetings each year.
- 10.2 The Chair may at any time, and two Trustees jointly may at any time, call a meeting of the Trustees.
- 10.3 Notice of every meeting shall be sent to each Trustee (other than those for the time being not in the United Kingdom), specifying the place, day and hour of the meeting and the business to be discussed.
- 10.4 A quorum at a meeting of the Trustees is three or fifty percent of the total number of Trustees whichever is the greater, excluding any Conflicted Trustee who has not been authorised to participate in discussions or a vote under Article 5.6.
- 10.5 A meeting of the Trustees may be held either in person or by suitable Electronic Means agreed by the Trustees in which all participants may communicate with all the other participants simultaneously.

- 10.6 The Chair or (if the Chair is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting.
- 10.7 Every issue may be determined by a simple majority of the votes cast at a meeting but a resolution in writing agreed by all of the Trustees (other than any Conflicted Trustee who has not been authorised to vote under Article 5.6) is as valid as a resolution passed at a meeting provided that:

10.7.1 a copy of the resolution is sent to or submitted to all the Trustees eligible to vote; and

10.7.2 all of the Trustees have signified their agreement to the resolution in an authenticated document or documents which are received at the Charity's registered office within the period of 28 days beginning with the circulation date.

For this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature.

- 10.8 Except for the Chair of the meeting, who has a second or casting vote, every Trustee has one vote on each issue.
- 10.9 A Trustee must declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the Charity or in any transaction or arrangement entered into by the Charity which has not previously been declared; and a Trustee must comply with the requirements of Article 5.
- 10.10 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

11 POWERS OF TRUSTEES

The Trustees have the following powers in the administration of the Charity in their capacity as Trustees:

- 11.1 to appoint (and remove) any person (who may be a Trustee) to act as Secretary to the Charity;
- 11.2 to appoint (and remove) a Chair, treasurer and other honorary officers from among their number on such terms as they shall think fit;
- 11.3 to invite observers to attend meetings of the Trustees, and to pay their reasonable expenses out of the Charity's funds. For the avoidance of doubt, such observers are not Trustees and shall not count towards the quorum for a meeting, shall not have any power to vote on a matter and shall leave the meeting when the Trustees vote on a matter;
- 11.4 to delegate any of their functions to committees consisting of two or more individuals appointed by them (but at least one member of every committee must be a Trustee and all proceedings of committees must be reported promptly to the Trustees). The Trustees may:

11.4.1 impose conditions when delegating, including the conditions that:

- (a) the relevant powers are to be exercised exclusively by the committee to whom they delegate;
- (b) no expenditure may be incurred on behalf of the Charity except in accordance with a budget previously agreed with the Trustees;

11.4.2 revoke or alter a delegation;

11.5 to delegate the day to day management of the affairs of the Charity in accordance with the directions of the Trustees to any person, by such means, to such an extent, in relation to such matters and on such terms and conditions (including the payment of a salary) as they think fit;

11.6 to make standing orders consistent with these Articles and the Act to govern proceedings at general meetings;

11.7 to make such reasonable and proper rules or bye laws as they may deem necessary or expedient for the proper conduct and management of the Charity. Such rules or bye laws may regulate the following matters but are not restricted to them:

11.7.1 the admission of Members (including the admission of organisations to membership) and the rights and privileges of such Members, and the entrance fees, subscriptions and other fees or payments to be made by Members;

11.7.2 the conduct of Members in relation to one another and to the Charity's employees and volunteers;

11.7.3 the setting aside of the whole or any part or parts of the Charity's premises at any particular time or times or for any particular purpose or purposes;

11.7.4 the procedure at general meetings and meetings of the Trustees in so far as such procedure is not regulated by the Act or these Articles;

11.7.5 generally, all such matters as are commonly the subject matter of company rules;

provided that:

11.7.6 the Charity in general meeting has the power to alter, add to or repeal the rules or bye laws;

11.7.7 the Trustees adopt such means as they think sufficient to bring the rules and bye laws to the notice of the Members;

11.7.8 no rule or bye law shall be inconsistent with, or shall affect or repeal anything contained in, the Articles;

and

11.7.9 the rules or bye laws shall be binding on all Members;

11.8 to establish procedures to assist the resolution of disputes within the Charity;

11.9 to exercise any powers of the Charity which are not reserved to the Members; and

11.10 to change the name of the Charity.

12 RECORDS & ACCOUNTS

12.1 The Trustees must comply with the requirements of the Act and of the Charities Act as to keeping financial records, the audit or independent examination of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:

12.1.1 annual reports;

12.1.2 annual returns; and

12.1.3 annual statements of account.

12.2 The Trustees must keep records of:

- 12.2.1 all proceedings at general meetings;
- 12.2.2 all proceedings at meetings of the Trustees;
- 12.2.3 all reports of committees; and
- 12.2.4 all professional advice obtained.

12.3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any reasonable time during normal office hours.

12.4 A copy of the Charity's latest available statement of account must be supplied on request to any Trustee or Member, or to any other person who makes a written request and pays the Charity's reasonable costs, within two months.

13 MEANS OF COMMUNICATION TO BE USED

(In this Article "Document" includes without limitation a notice, proxy form, guarantee certificate or other information, except where expressly excluded.)

13.1 Any Document to be given to or by any person pursuant to these Articles must be in writing and sent or supplied in Hard Copy Form or Electronic Form, or (in the case of communications by the Charity) by making it available on a website, to an address for the time being notified for that purpose to the person giving the Document.

13.2 A Document may only be given in Electronic Form where the recipient has agreed (specifically or generally) that the document or information may be sent in that form, and this agreement has not been revoked.

13.3 A Document may only be given by being made available on a website if the recipient has agreed (specifically or generally) that the document or information may be sent in that form, or if the recipient is deemed to have agreed in accordance with the Act.

13.4 The Charity may deliver a Document to a Member:

- 13.4.1 by delivering it by hand to the postal address recorded for the Member on the register;
- 13.4.2 by sending it by post or other delivery service in an envelope (with postage or delivery paid) to the postal address recorded for the Member on the register;
- 13.4.3 by electronic mail (except a guarantee certificate) to an address notified by the Member in writing;
- 13.4.4 by a website (except a guarantee certificate) the address of which shall be notified to the Member in writing; or
- 13.4.5 by advertisement in at least two national newspapers.

This Article does not affect any provision in any relevant legislation or these Articles requiring notices or documents to be delivered in a particular way.

13.5 If a Document is delivered by hand, it is treated as being delivered at the time it is handed to or left for the Member.

13.6 If a Document is sent by post or other delivery service not referred to below, it is treated as being delivered:

- 13.6.1 forty eight hours after it was posted, if first class post was used; or

13.6.2 seventy two hours after it was posted or given to delivery agents, if first class post was not used;

provided it can be proved conclusively that a Document was delivered by post or other delivery service by showing that the envelope containing the Document was:

13.6.3 properly addressed; and

13.6.4 put into the post system or given to delivery agents with postage or delivery paid.

13.7 If a Document (other than a guarantee certificate) is sent by electronic mail, it is treated as being delivered forty eight hours after it was sent.

13.8 If a Document (other than a guarantee certificate) is sent by a website (in the case of communications by the Charity), it is treated as being delivered when the material was first made available on the website, or if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.

13.9 If a Document is given by advertisement, it is treated as being delivered at midday on the day when the last advertisement appears in the newspapers.

13.10 A technical defect in the giving of notice of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

13.11 A Member present in person, or by proxy at any general meeting of the Charity shall be deemed to have received notice of the meeting, and where necessary of the purpose for which it was called.

13.12 A Member who does not register an address with the Charity or who registers only a postal address that is not within the United Kingdom shall not be entitled to receive any notice from the Charity.

14 EXCLUSION OF MODEL ARTICLES

Any model articles for a company limited by guarantee that may exist (including those constituting Schedule 2 to the Companies (Model Articles) Regulations 2008 are hereby expressly excluded.

15 INDEMNITY

15.1 The Charity shall indemnify every Trustee against any liability incurred in successfully defending legal proceedings in that capacity, or in connection with any application in which relief is granted by the Court from liability for negligence, default, or breach of duty or breach of trust in relation to the Charity.

15.2 In this Article a "Trustee" means any Trustee or former Trustee of the Charity.

15.3 The Charity may indemnify an auditor against any liability incurred by him or her:

15.3.1 in defending proceedings (whether civil or criminal) in which judgement is given in his or her favour or he or she is acquitted; or

15.3.2 in connection with an application under section 1157 of the Act (power of Court to grant relief in case of honest and reasonable conduct) in which relief is granted to him or her or it by the Court.

16 DISSOLUTION

16.1 If the Charity is dissolved the assets (if any) remaining after provision has been made for all its liabilities must be applied in one or more of the following ways as the Trustees may decide:

16.1.1 by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects;

16.1.2 directly for the Objects or for charitable purposes which are within or similar to the Objects; or

16.1.3 in such other manner consistent with charitable status as the Commission approves in writing in advance,

provided that a body shall not be treated as established for purposes similar to the Objects under this clause unless it is in sympathy with the Christian Faith and administered independently of the Government or any local authority.

16.2 A final report and statement of account must be sent to the Commission.

16.3 This Article may not be amended without the prior written consent of the Commission.

17 PROTESTANT AND EVANGELICAL FAITH

17.1 The Protestant and Evangelical Faith holds to be of first importance the fundamental truths of Christianity revealed in Scripture, including those confirmed by the church's historic catholic creeds, and the Thirty Nine Articles of Religion of the Church of England, and those set out in the three statements following, all in their clear and plain meaning without reservation:

Crosslinks Statement of Faith

We affirm that:

17.1.1 The books of the Old and New Testaments are God's Word written.

Uniquely inspired by the Holy Spirit, human authors spoke from God. The God-breathed Scriptures are therefore wholly trustworthy and free from error in both history and doctrine. Whatever Scripture, truly interpreted, is found to teach we are bound to believe and obey. It is the supreme authority for faith and conduct.

17.1.2 The Scriptures proclaim the only way of salvation.

God created the world and mankind good but his image in human beings and his glory in creation have been defaced by sin. We are all under God's judgment and, being spiritually dead, are helpless to save ourselves. The one living God, eternally existing in three Persons, has acted in love for our salvation. God the Father sent the Son to be our Saviour; God the Son gave himself to redeem us; God the Holy Spirit brings us all the blessings which Christ won for us. No one can come to the Father except through the Son. There is no salvation outside of the Lord Jesus Christ as Scripture alone has revealed him in words and works.

17.1.3 The Lord Jesus Christ is the only Saviour.

In the fullness of his eternal deity, our Lord Jesus became man. Conceived by the Holy Spirit, born of a virgin, he had a perfect human nature and a truly

human experience. By his sinless life and faultless teaching, he showed himself to be the spotless Lamb of God. By shedding his blood on the cross, once for all, Jesus bore in our place the judgment our sin deserves and secured eternal life for all who believe in him. By raising him bodily from the dead on the third day and by exalting him into heaven, the Father demonstrated his full acceptance of the finished work of Christ.

- 17.1.4 The world-wide church is the fellowship of all who trust in Christ.

Salvation is by grace through faith alone. The Holy Spirit gives repentance, faith, and new life, made evident by the fruit of the Spirit. The fellowship of believers is sustained primarily through the ministry of God's Word. Baptism and the Lord's Supper are covenant signs, God's promises made visible, which when rightly received, he uses to strengthen faith and pledge our blessings in Christ. According to his will, the Holy Spirit gives gifts and ministries to his people so that they may build each other up under the authority of the Word to worship and serve God and to love one another. All believers as priests have direct access to God through Christ our High Priest and there can be no other mediator.

- 17.1.5 God calls his church in the world to mission.

As the Father sent him, so the Lord Jesus Christ sends his church into the world to make his name known: to preach the gospel of his grace; to care for the needy with a compassion like his; to promote the just standards of his Kingdom and the good stewardship of his creation. As the Lord Jesus ascended, so he will return, personally and visibly, to complete God's new creation. He will judge the living and the dead, call his servants to account and receive them into glory. We expect his coming and we obey his command. We pledge ourselves to make Christ known throughout the world.

The Evangelical Alliance (UK) Basis of Faith

Evangelical Christians accept the revelation of the triune God given in the Scriptures of the Old and New Testaments and confess the historic faith of the Gospel therein set forth. They here assert doctrines which they regard as crucial to the understanding of the faith, and which should issue in mutual love, practical Christian service and evangelical concern.

- 17.1.6 The sovereignty and grace of God the Father, God the Son and God the Holy Spirit in creation providence, revelation, redemption and final judgment.
- 17.1.7 The divine inspiration of the Holy Scripture and its consequent entire trustworthiness and supreme authority in all matters of faith and conduct.
- 17.1.8 The universal sinfulness and guilt of fallen man, making him subject to God's wrath and condemnation.
- 17.1.9 The substitutionary sacrifice of the incarnate Son of God as the sole and all-sufficient ground of redemption from the guilt and power of sin, and from its eternal consequences.
- 17.1.10 The justification of the sinner solely by the grace of God through faith in Christ crucified and risen from the dead.
- 17.1.11 The illuminating, regenerating, indwelling and sanctifying work of God the Holy Spirit.

17.1.12 The priesthood of all believers, who form the universal Church, the Body of which Christ is the Head and which is committed by His command to the proclamation of the Gospel throughout the world.

17.1.13 The expectation of the personal, visible return of the Lord Jesus Christ in power and glory.

The Universities and Colleges Christian Fellowship doctrinal basis

The doctrinal basis of the Fellowship shall be the fundamental truths of Christianity, as revealed in Holy Scripture, including:

17.1.14 There is one God in three persons, the Father, the Son and the Holy Spirit.

17.1.15 God is sovereign in creation, revelation, redemption and final judgment.

17.1.16 The Bible, as originally given, is the inspired and infallible Word of God. It is the supreme authority in all matters of belief and behaviour.

17.1.17 Since the fall, the whole of humankind is sinful and guilty, so that everyone is subject to God's wrath and condemnation.

17.1.18 The Lord Jesus Christ, God's incarnate Son, is fully God; he was born of a virgin; his humanity is real and sinless; he died on the cross, was raised bodily from death and is now reigning over heaven and earth.

17.1.19 Sinful human beings are redeemed from the guilt, penalty and power of sin only through the sacrificial death once and for all time of their representative and substitute, Jesus Christ, the only mediator between them and God.

17.1.20 Those who believe in Christ are pardoned all their sins and accepted in God's sight only because of the righteousness of Christ credited to them; this justification is God's act of undeserved mercy, received solely by trust in him and not by their own efforts.

17.1.21 The Holy Spirit alone makes the work of Christ effective to individual sinners, enabling them to turn to God from their sin and to trust in Jesus Christ.

17.1.22 The Holy Spirit lives in all those he has regenerated. He makes them increasingly Christlike in character and behaviour and gives them power for their witness in the world.

17.1.23 The one holy universal church is the Body of Christ, to which all true believers belong.

17.1.24 The Lord Jesus Christ will return in person, to judge everyone, to execute God's just condemnation on those who have not repented and to receive the redeemed to eternal glory.

17.2 Together with such other statements as the Trustees shall from time and at any time determine reflecting the historic Christian faith as set forth in Scripture provided always that any changes to this Article shall be subject to the consent of at least 75% of the Members of the Charity.

18 INTERPRETATION

18.1 References to an act of parliament are references to that act as amended or re-enacted from time to time and to any subordinate legislation made under it.

18.2 In these Articles expressions not otherwise defined which are defined in the Act have the same meaning.

18.3 In these Articles words importing one gender shall include all genders, and the singular includes the plural and vice versa.

18.4 In these Articles:

"Act" means the Companies Acts as defined in section 2 of the Companies Act 2006, in so far as they apply to the Charity;

"Address" means a postal address or, for the purposes of electronic communication, an e-mail or postal address or a telephone number for receiving text messages in each case registered with the Charity;

"these Articles" means these articles of association;

"Chair" means the Trustee appointed by the Trustees to act as Chair under Article 11.2;

"the Charities Act" means the Charities Act 2011;

"Charity Trustee" has the meaning prescribed by section 177 of the Charities Act;

"Circulation Date" has the meaning prescribed by section 290 of the Act;

"Clear Day" in relation to the period of notice means a 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;

"College" Oak Hill College (address: Chase Side, Southgate, London N14 4PS);

"the Commission" means the Charity Commission for England and Wales or any body which replaces it;

"Conflicted Trustee" means a Trustee in respect of whom a conflict of interest arises or may reasonably arise because the Conflicted Trustee or a Connected Person stands to receive a benefit from the Charity, or has some separate interest or duty in a matter to be decided, or in relation to information which is confidential to the Charity;

"Connected Person" means (except that in relation to disposition of land under section 117(2) Charities Act 2011, where section 118 Charities Act 2011 shall apply), in relation to a Trustee:

- (a) a child, parent, grandchild, grandparent, brother or sister of the Trustee;
- (b) the spouse or civil partner of the Trustee or of any person falling within sub-clause (a) above;
- (c) a person carrying on business in partnership with the Trustee or with any person falling within sub-clause (a) or (b) above;
- (d) an institution which is controlled
 - (i) by the Trustee or any connected person falling within sub-clause (a), (b) or (c) above; or
 - (ii) by two or more persons falling within sub-clause ((d)(i), when taken together
- (e) a body corporate in which:
 - (i) the Trustee or any connected person falling within sub-clauses (a) to (c) has a substantial interest; or
 - (ii) two or more persons falling within sub-clause (e)(i) who, when taken together, have a substantial interest,

and sections 350 – 352 of the Charities Act 2011 apply for the purposes of interpreting the terms used in this definition;

"document"	includes, unless otherwise specified, any document sent or supplied in electronic form;
"Electronic Form" and "Electronic Means"	have the meanings respectively prescribed to them in the Act;
"Eligible Member"	has the meaning prescribed by the Companies Act 2006;
"executed"	includes any mode of execution;
"Financial Expert"	means an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;
"firm"	includes Limited Liability Partnership;
"First Trustee Meeting"	means the first Trustee meeting to be held in each financial year of the Charity;

"Hard Copy Form"	has the meaning prescribed by the Companies Act 2006;
"indemnity insurance"	means insurance against personal liability incurred by any Trustee for an act or omission which is or is alleged to be a breach of trust or breach of duty, unless the act or omission amounts to a criminal offence or the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;
"material benefit"	means a benefit, direct or indirect, which may not be financial but has monetary value
"Member" and "Membership"	refer to company membership of the Charity;
"Memorandum"	means the Charity's memorandum of association;
"month"	means calendar month;
"Objects"	"Objects" means the Objects of the Charity as defined in Article 3;
"School"	Kingham Hill School (address: Kingham, Chipping Norton, Oxfordshire OX7 6TH);
"Secretary"	means any person appointed to perform the duties of the secretary of the Charity;
"Taxable Trading"	means carrying on a trade or business in such manner or on such a scale that some or all of the profits are subject to corporation tax;
"Trustee"	means a director of the Charity and "Trustees" means the directors;
"written" or "in writing"	means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied, without limitation by, Hard Copy Form, Electronic Means or otherwise; and
"year"	means calendar year;

CC03

Statement of compliance where amendment of
articles restricted



Companies House

☒ **What this form is for**
You may use this form to state that
the restrictions to change articles
have been observed.

☒ **What this form is NOT for**
You cannot use this form for
notifying a change of articles that
are not restricted.

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

1 Company details

Company number 0 0 3 6 5 8 1 2
Company name in full THE KINGHAM HILL TRUST

→ **Filling in this form**
Please complete in typescript or in
bold black capitals.

All fields are mandatory unless
specified or indicated by *

2 Statement of compliance ¹

The above company certifies that the amendment has been made in accordance
with the company's articles and, where relevant, any applicable order of a court
or other authority.

¹ **Please note:**
This form must accompany the
document making or evidencing the
amendment.

3 Signature

I am signing this form on behalf of the company.

Signature

Signature

X  X

² **Societas Europaea**
If the form is being filed on behalf
of a Societas Europaea (SE) please
delete 'director' and insert details
of which organ of the SE the person
signing has membership.

³ **Person authorised**
Under either section 270 or 274 of
the Companies Act 2006.

This form may be signed by:
Director ¹, ~~Secretary~~, Person authorised ³, Liquidator, Administrator,
Administrative receiver, Receiver, Receiver manager, Charity Commission receiver
and manager, CIC manager, Judicial factor.

CC03

Statement of compliance where amendment of articles restricted

**Presenter information**

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name **RACHEL ELLIOTT**

Company name **STONE KING LLP**

Address **BOUNDARY HOUSE**

91 CHARTERHOUSE STREET

Post town **LONDON**

County/Region

Postcode **E C 1 M 6 H R**

Country

DX

Telephone **0207 324 3328**

**Checklist**

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register.
- ☐ You are also sending with this form the document making or evidencing the amendment.
- ☐ You have signed the form.

**Important information**

Please note that all information on this form will appear on the public record.

**Where to send**

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG.
DX 481 N.R. Belfast 1.

**Further information**

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk