

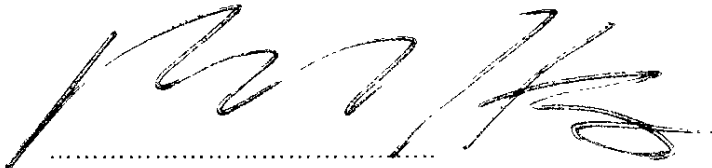
Company No: 00395056

RUDOLF STEINER SCHOOL KINGS LANGLEY LIMITED ("RSSKL")
NOTICE OF SPECIAL RESOLUTION

Notice is hereby given that the following Resolution was passed as a Special Resolution at an Extraordinary General Meeting of the Company on 20th November 2018:

RESOLUTION

THAT the Articles of Association of RSSKL be replaced by the Articles of Association in the schedule to this Notice.



Signed by Paul Kiss

Director

Date: 23rd November 2018

WEDNESDAY



A7JONCSB
A12 28/11/2018 #256
COMPANIES HOUSE

THE COMPANIES ACTS 1985 & 1989

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

RUDOLF STEINER SCHOOL KINGS LANGLEY LIMITED

Company No. 395056

ARTICLES OF ASSOCIATION

**Amended by Special Resolution
passed on 20 November 2018**

1. INTERPRETATION

1.1 In these Articles the following words and phrases have the meanings shown:

'the Act'	the Companies Act 1985
'AGM'	an annual general meeting of the Association
'these Articles'	these articles of association
'the Association'	the company governed by these Articles
'Chair'	the Chair of the Trustees
'charity trustee'	the meaning as prescribed by section 97(1) of the Charities Act 1993
'clear day'	24 hours from midnight following the relevant event
'the Commission'	the Charity Commissioners for England and Wales
'EGM'	an extraordinary general meeting of the Association
'material interest'	an interest which actually or potentially either (a) has a financial value or (b) has some other personal advantage which the Trustees decide is material
'Member'	a member of the Association
'Membership'	membership of the Association
'Memorandum'	the Association's memorandum of association
'month'	calendar month
'the Objects'	the Objects of the Association as defined in clause 3 of the Memorandum and as incorporated in these Articles
'the School'	Rudolf Steiner School Kings Langley
'Secretary'	the Secretary of the Association
'the Trustees'	the directors of the Association
'written' or 'in writing'	a legible document on paper not including a fax message

1.2 In these Articles.

1.2.1 *expressions defined in the Act have the same meaning*

1.2.2 references to an Act of Parliament are to the Act as amended or re-enacted and to any subordinate legislation made under it

- 1.2.3 where the context allows, words in the singular shall include the plural and vice versa
- 1.2.4 words denoting one gender shall include the other gender

2. MEMBERSHIP OF THE ASSOCIATION

- 2.1 The maximum number of Members shall be 100 or such other number as the Trustees may from time to time resolve.
- 2.2 Membership is open to any individual interested in promoting the Objects who.
 - 2.2.1 applies to the Secretary in the form required by the trustees
 - 2.2.2 fully supports the Objects and can demonstrate to the satisfaction of the Trustees (or any committee established under Article 6.4 for this purpose):
 - A. a basic knowledge of Anthroposophy
 - B. support for the ethos of the School
 - C. an understanding of the nature of education corresponding to the indications given by Rudolf Steiner concerning child development and to the functioning of a Steiner Waldorf school
 - D. agreement that decisions should be reached in a spirit of consensus if possible.
 - 2.2.3 is approved by the Trustees (who may refuse an application without giving reason) and
 - 2.2.4 signs the Register of Members or consents in writing to become a Member.
- 2.3 Membership shall be for such terms as the Trustees may specify on admission to Membership or, if the Trustees do not specify a term, then for 5 years. At the end of a term of Membership, a Member may apply for readmission
- 2.4 Membership is terminated:
 - 2.4.1 at the end of a term of Membership as referred to in Article 2.5 or
 - 2.4.2 if the Member concerned gives written notice of resignation to the Company or dies or
 - 2.4.3 is removed from Membership by resolution of not less than two-thirds of the Trustees on the ground that the Member's continued Membership is harmful to the Association or to the School (but only after notifying the Member concerned in writing and considering the matter in the light of any written or oral representations which the Member may put forward for consideration by the Trustees).
- 2.5 Membership is not transferable.

3. GENERAL MEETINGS

- 3.1 All Members are entitled to attend general meetings of the Association which are called on at least 21 clear days written notice specifying the business to be discussed
- 3.2 There is a quorum at a general meeting if the number of Members present is at least three.
- 3.3 The Chair or (if the Chair is unable or unwilling to do so) some other Member elected by those present shall preside at a general meeting.

3.4 Every Member has one vote on each issue and may vote as follows:

3.4.1 in person at a meeting; or

3.4.2 by post in accordance with any procedure set for this purpose by the Trustees; or

3.4.3 by proxy in accordance with Article 3.5.

3.5 An instrument appointing a person to be a proxy shall be signed by the Member and shall be in the following form (or in a form which the Trustees may approve) –

"To : Rudolf Steiner School Kings Langley.

I of

being a Member of the above company, hereby appoint

..... of, or failing him/her,

..... of

as my proxy to vote on my behalf at the Annual/Extraordinary General Meeting of the Company to be held on....., and at any adjournment of that meeting

Signed..... Date"

The Member may include in the instrument appointing the proxy an instruction to vote for or against any specific resolution which may be voted upon at the meeting, but unless otherwise instructed, the proxy may vote as he or she thinks fit or abstain from voting. The instrument appointing a proxy and any authority under which it is executed or a copy of such authority certified in a way approved by the Trustees must be delivered to the Chair or Secretary before the time of commencement of the meeting as stated in the notice of the meeting, and any instrument proxy which is not delivered before that time shall be invalid.

3.6 The Association must hold an AGM in every year at which the Members:

3.6.1 receive the accounts of the Association for the previous financial year;

3.6.2 receive the Trustees' report on the Association's activities in the previous financial year;

3.6.3 accept the retirement of those Trustees who wish to retire or who are retiring by rotation;

3.6.4 elect persons to be Trustees to fill the vacancies arising;

3.6.5 appoint auditors for the Association;

3.6.6 discuss and determine any issues of policy or deal with any other business which has been included in the agenda for the meeting following a written request from at least 5 members received by the Secretary not less than 28 days before the meeting;

3.6.7 discuss and determine any other issues of policy or deal with any other business which a majority of members present at the meeting agree to be discussed at the meeting.

3.7 Any general meeting which is not an AGM is an EGM.

3.8 An EGM may be called at any time by the Trustees and must be called within 28 days on a written request from at least 5 Members.

4. THE TRUSTEES

- 4.1 The Trustees shall have control of the property and affairs of the Association.
- 4.2 The minimum number of Trustees shall be three and the maximum number shall be twelve.
- 4.3 The Association may by ordinary resolution appoint as a Trustee any person as a Trustee as an additional appointment, to fill a vacancy and/or to replace any person removed as a Trustee.
- 4.4 Every Trustee must sign a declaration of willingness to act as a charity trustee of the Association before he or she is eligible to vote at any meeting of the Trustees.
- 4.5 One third of the Trustees (including any retiring under Article 4.6) must retire at each AGM, those longest in office in each category retiring first and the choice between any of equal service being made by drawing lots. If the number of Trustees is not a multiple of three then the number nearest to one-third shall retire under this Article. A Trustee retiring under this Article may stand for re-election.
- 4.6 A Trustee's term of notice automatically terminates if he or she:
 - 4.6.1 is disqualified under the Charities Act 1993 from acting as a charity trustee,
 - 4.6.2 ceases to be a Member of the Association;
 - 4.6.3 is absent from three consecutive meetings of the Trustees (unless the Trustees resolve at the third of those meetings that the Trustee's term of office shall not be terminated);
 - 4.6.4 resigns by written notice to the Trustees (but only if after the resignation at least two Trustees will remain in office);
 - 4.6.5 is removed by resolution passed by at least seventy-five per cent of 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 light of any such views.
- 4.7 The Trustees may at any time co-opt any eligible Member to fill a vacancy on the Trustees and/or as an additional Trustee but a co-opted Trustee holds office only until the next AGM. A Trustee retiring under this Article may stand for re-election
- 4.8 A technical defect in the appointment of a Trustee of which the Trustees is unaware at the time does not invalidate decisions taken at a meeting

5. PROCEEDINGS OF THE TRUSTEES

- 5.1 The Trustees must hold at least 3 meetings each year provided that if there shall be less than three Trustees those in office can co-opt any eligible member to fill a vacancy under Article 4.6.
- 5.2 A quorum at a meeting of the Trustees is 3 Trustees.
- 5.3 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
- 5.4 The Chair of (if the Chair is unable or unwilling to do so) some other Trustee chosen by the Trustees who are present shall preside at each meeting.
- 5.5 Whenever a Trustee has a material interest in a matter to be discussed at a meeting of the Trustees (or of a committee established under Article 6.4) the Trustee concerned must:
 - 5.5.1 declare an interest as soon as soon as his or her actual or potential interest becomes apparent;

- 5.5.2 withdraw from the meeting for that item unless expressly invited to remain in order to provide information
- 5.5.3 not be counted in the quorum for that part of the meeting;
- 5.5.4 withdraw during the vote and have no vote on the matter;
- 5.6 Every issue may be decided by a simple majority of the votes cast at a meeting but a written resolution signed by all of the Trustees is as valid as a resolution passed at a meeting (and 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).
- 5.7 Every Trustee has one vote on each issue.
- 5.8 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

6. POWERS OF THE TRUSTEES

The Trustees have the following powers:

- 6.1 to exercise all of the powers of the Association as set out in Clause 3 of the Memorandum and incorporated into Article 10
- 6.2 to appoint any person to act as Secretary to the Association in accordance with the Act.
- 6.3 to appoint a Chair, a Treasurer and other honorary officers from among their number.
- 6.4 to delegate any of their functions and powers to committees consisting of 2 or more individuals appointed by them but so that:
 - 6.4.1 the Trustees must confirm in writing the terms of reference of any such committee; and
 - 6.4.2 the Trustees shall be responsible for ensuring that any such Committee reports to them promptly and the Trustees shall monitor the proper exercise of any powers delegated to a Committee
- 6.5 to make Standing Orders consistent with the Memorandum, these Articles and the Act to govern proceedings at general meetings of the Members.
- 6.6 to make Rules consistent with the Memorandum, these Articles and the Act to govern proceedings at meetings of the Trustees and at meetings of committees.
- 6.7 to make Regulations consistent with the Memorandum, these Articles and the Act to govern the administration of the Association and the use of its seal (if any).

7. RECORDS AND ACCOUNTS

- 7.1 The Trustees must comply with the requirements of the Act and the Charities Act 1993 as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:
 - 7.1.1 annual reports
 - 7.1.2 annual returns
 - 7.1.3 annual statements of account.
- 7.2 The Trustees must keep proper records of
 - 7.2.1 all proceedings at general meetings
 - 7.2.2 all proceedings at meetings of the Trustees

- 7.2.3 all reports of committees and
- 7.2.4 all professional advice obtained.

- 7.3 Accounting records relating to the Association must be made available for inspection by any Trustee at any reasonable time during normal office hours and must be made available for inspection by a Member who is not a Trustee at reasonable times within 21 days of receiving notice from the Member.
- 7.4 A copy of the Association's latest available statement of account must be supplied on request to any Trustee or any Member of the Association, or to any other person who makes a written request and pays the Association's reasonable costs, within one month.

8. NOTICES

- 8.1 Notices under these Articles may be sent by hand, or by post or by suitable electronic means or may be published in any publication distributed by the Association.
- 8.2 The only address at which a Member is entitled to receive notices is the address shown in the register of Members and the Trustees shall ensure that any written notification of change of address received from a Member shall be promptly recorded in the register of Members.
- 8.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received.
 - 8.3.1 24 hours after being sent by electronic means or delivered by hand to the relevant address; or
 - 8.3.2 two clear days after being sent by first class post to that address; or
 - 8.3.3 three clear days after being sent by second class or overseas post to that address; or
 - 8.3.4 on being handed to the Member personally; or, if earlier,
 - 8.3.5 as soon as the Member acknowledges actual receipt.
- 8.4 A technical defect in the giving of notice of which the Secretary and the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

9. DISSOLUTION

The provisions of the Memorandum relating to dissolution of the Association take effect as though repeated here

10. INCORPORATION OF THE MEMORANDUM

Provisions of the Memorandum incorporated into these Articles by virtue of section 28 of the Companies Act 2006.

- 1. *The registered office of the Association will be situate in England.*
- 2. *The objects for which the Association is established are:*
 - (a) *To establish and carry on at king's Langley a school where pupils, scholars and students may obtain on moderate terms a sound general education upon the principles inaugurated by Rudolf Steiner.*
 - (b) *To promote the study and practice of all or such of the arts and sciences, including the art of eurhythm as to the Association may seem expedient*
 - (c) *To provide for the delivery and holding of lectures, meetings exhibitions, classes and conferences calculated directly or indirectly to advance the cause of such education.*

- (d) *To co-operate or enter into any arrangements with any person, association, company, corporation, institution, society or organisation having objects analogous to those of this Association.*
- (e) *To print and publish or cause to be printed and published any text or other books, magazines, journals, periodicals, treatises and literary works calculated to advance or promote such education, and to acquire any copyright therein or pay royalties in respect thereof.*
- (f) *To grant bursaries, scholarships or fee places to any pupils, scholars, students or prospective pupils, scholars or students for any reason which the Association may deem sufficient.*
- (g) *To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property, or any rights or privileges which the Association may think necessary or convenient for the promotion of its objects: Provided that if the Association shall desire to hold more land than the law shall for the time being permit without licence, such licence shall be obtained.*
- (h) *To sell, let, improve, manage, mortgage, develop, dispose of, turn to account or otherwise deal with all or any of the property or assets of the Association as may be thought expedient with a view to the promotion of its objects.*
- (i) *To pay for any real or personal property, and any rights or privileges acquired by the Association, either in cash or in obligation notes or bonds, debentures, or by any other security which the Association have power to issue, or partly in one mode and partly in another, and generally on such terms as the Association may determine.*
- (j) *To adapt, alter, construct, maintain and repair any buildings, classrooms, erections, houses and schools necessary or convenient for the objects of the Association.*
- (k) *To undertake the cost or grant loans for the adaption, alteration, construction, maintenance or repair of any buildings, classrooms, houses or schools belonging to any person or persons, trust, association, company, corporation, institution, society or undertaking having objects analogous or similar to those of this Association.*
- (l) *To undertake and execute any trusts which may lawfully be undertaken by the Association and may be conducive to its objects.*
- (m) *To borrow or raise money for the purposes of the Association upon such terms and upon such security as the Association may think fit, and to mortgage, charge or otherwise deal with all or any of the real and personal property of the Association, and to issue obligation bonds or notes, debentures, mortgage debentures or debenture stock for such consideration and upon such terms as to redemption or otherwise and to give such collateral security by way of trust deed or other assurance as the Association may think fit.*
- (n) *To invest the moneys of the Association not immediately required for its purposes in or upon such investments, securities or property as may be thought fit, but so that moneys subject or representing property subject to the jurisdiction of the Charity Commissioners shall only be invested in such securities and with such sanction (if any) as may for the time being be prescribed by law.*
- (o) *To receive by way of gift, grant, devise or bequest, any land or buildings of any kind, and money, stocks, shares, securities, moveable chattels or other real or personal property of any description capable of being used or converted and used for the furtherance of the objects of this Association, and to use the same or the proceeds thereof (subject to any special conditions or directions which may be imposed by the*

grantors, donors or testators) in the manner deemed best for the carrying out of the objects of this Association.

- (p) To take such steps to present or arrange appeals, meetings or otherwise, as may from time to time be deemed expedient, for the purpose of procuring contributions to the funds of the Association by way of donations, gifts, grants, devises or bequests, annual subscriptions or otherwise.*
- (q) To establish and support and to aid in establishing and supporting any other association, company, corporation, institution, society or organisation formed or to be formed and having objects altogether or in part analogous or similar to those of this Association.*
- (r) To subscribe and to grant donations to any association, company, corporation, institution, society or undertaking having objects similar or analogous to the objects of this Association.*
- (s) To amalgamate with any association, company, corporation, institution, society or organisation having objects altogether or partly similar or analogous to those of this Association.*
- (t) To purchase or otherwise acquire or undertake all or any part of the property, assets, liabilities, contracts or engagements of any one or more of the associations, companies, corporations, institutions, societies or organisations with which this Association is authorised to amalgamate.*
- (u) To transfer all or any part of the property, assets, liabilities, contracts and engagements of this Association to any one or more of the associations, companies, corporations, institutions, societies or organisations with which this Association is authorised to aid, establish or support, or with which it is authorised to amalgamate.*
- (v) To provide a superannuation fund for the officers and servants of this Association and otherwise to assist such officers and servants or their widows and children.*
- (w) To remunerate, support and help out of the funds of the Association any teachers or others whose time may be devoted entirely or partly to the objects of this Association or who are engaged in the welfare of children or students or any other person whose services may be deemed requisite to the objects of this Association.*
- (x) To do all such other things as are incidental or conducive to the attainment of the above objects or any of them.*

Provided that the association shall not support with its funds any object, or endeavour to impose on or procure to be observed by its members or others, any regulation, restriction or condition which if an object of the Association would make it a Trade Union.

Provided also that in case the Association shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales or Board of Education, the Association shall not sell, mortgage, charge or lease the same without such authority, approval or consent as may be required by law, and as regards any such property the Managers or Trustees of the Association shall be chargeable for any such property that may come into their hands and shall be answerable and accountable for their own acts, receipts, neglects and defaults, and for the due administration of such property in the same manner and to the same extent as they would as such Managers or Trustees have been if no incorporation had been effected, and the incorporation of the Association shall not diminish or impair any control or authority exercisable by the Chancery Division, the Charity Commissioners or the Board of Education over such Manager or Trustees but they shall as regards any such property be subject jointly and separately to such control or authority as if the Association were not incorporated. In case the Association shall take or hold any property which may be subject to

any trusts, the Association shall only deal with the same in such manner as allowed by law, having regard to such trusts.

3. *The income and property of the Association, whencesoever derived, shall be applied solely towards the promotion of the objects of the Association as set forth in this Memorandum of Association, and no portion thereof shall be paid or transferred directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to the members of the Association.*

Provided that nothing herein shall prevent the payment, in good faith, of reasonable and property remuneration to any officer or servant of the Association, or to any member of the Association, in return for any services actually rendered to the Association, nor prevent the payment of interest on money lent or reasonable and proper rent for premises demised or let by any member to the Association; but so that no member of the Council of Management or Governing Body of the Association shall be appointed to any salaried office of the Association or any office of the Association paid by fees, other than that of a teacher or other official whose services are requisite for the conduct of a school and whom it is usual to remunerate for such services, and that no remuneration or other benefit in money or money's worth shall be given by the Association to any member of such Council or Governing Body (other than aforesaid), except repayment of out-of-pocket expenses and interest at the rate aforesaid on money lent or reasonable and proper rent for premises demised or let to the Association; provided that the provision last aforesaid shall not apply to any payment to any railway, gas, electric lighting, water, cable or telephone company of which a member of the Council of Management or Governing Body may be a member, or any other company in which such member shall not hold more than one hundredth part of the capital, and such member shall not be bound to account for any share of profits he may receive in respect of any such payment.

4. *The liability of the members is limited.*
5. *Every member of the Association undertakes to contribute to the assets of the Association, in the event of the same being wound up while he is a member, or within one year after he ceases to be a member, for payment of the debts and liabilities of the Association contracted before he ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding £1.*
6. *If upon the winding up or dissolution of the Association there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Association, but if and so far as effect can be given to the next provision, shall be given or transferred to some other institution or institutions, having objects similar to the objects of the Association, and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Association under or by virtue by Clause 4 hereof, such institution or institutions to be determined by the members of the Association at or before the time of dissolution, or in default thereof by a Judge of the High Court of Justice having jurisdiction in regard to charitable funds, and if and so far as effect cannot be given to such provision, then to some charitable object.*
7. *True accounts, shall be kept of the sums of money received and expended by the Association, and the matters in respect of which such receipts and expenditure take place, and of the property, credits and liabilities of the Association; and, subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the regulations of the Association for the time being, such accounts shall be open to the inspection of the members. Once at least, in every year the accounts of the Association shall be examined and the correctness of the balance sheet ascertained by one or more properly qualified Auditor or Auditors.*