

Circulation Date 23 November 2016

THE COMPANIES ACT 2006

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

WRITTEN SPECIAL RESOLUTION OF

of

BUTE HOUSE PREPARATORY SCHOOL FOR GIRLS LIMITED
(THE "COMPANY")

COMPANY NO.. 00571803

We the undersigned, being 75% of the members of the Company for the time being entitled to receive notice of, attend and vote at general meetings, hereby pass the following resolutions and agree that the said resolutions shall for all purposes be as valid and effective as if the same had been passed at a general meeting of the Company duly convened and held

WRITTEN SPECIAL RESOLUTION

HEREBY RESOLVE to adopt the Articles of Association attached to this resolution in substitution for, and to the exclusion of, the Memorandum and Articles of Association of the Company previously registered with the Registrar of Companies

AGREEMENT

Please read the notes at the end of this document before signing your agreement

The undersigned, entitled to vote on the above resolutions, hereby irrevocably agree to the Written Resolutions

Print name

SIMON W. J. WATKIN

Date

1/12/2016

Signed

Simon W. J. Watkin

Print name

WEDNESDAY



A5M9SZT6

A25

21/12/2016

#226

COMPANIES HOUSE

Date

Signed

Print name

Date

Signed

Print name

Date

Signed

Print name

Date

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Print name

Date

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Print name ELISABETH BROCKMANN
Date 29/11/2016
Signed EM Brockmann

Print name ELISABETH BROCKMANN

Date

Signed

Print name

Date

Signed

Print name

Date

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Print name

SUSAN BAILES

Date

30th November 2016

Signed

Susan Bailes

Print name

Date

Signed

Print name

Date

Signed

Print name

Date

Signed

Print name

Date

Signed

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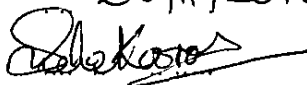
Print name

SNEHA KOOROS

Date

26/11/2016

Signed



Print name

Date

Signed

Print name

Date

Signed

Print name

Date

Signed

Print name

Date

Signed

Print name

Date

Signed

Print name

Date

Signed


Print name

Date

Signed

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Nick
As requested


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Print name

C P JONES

Date

24/11/16

Signed

Print name

Date

Signed

Print name

Date

Signed

Print name

Date

Signed

Print name

Date

Signed

Print name

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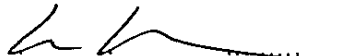
Print name

KATHARINE ICERR

Date

2nd December 2016

Signed



Print name

Date

Signed

Print name

Date

Signed

Print name

Date

Signed

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Print name

T. C. CLEMENT

Date

23.11.2016

Signed

T. Clement

Print name

Circulation Date: 23 November 2016

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Print name

MARK SWENBY

Date

6.12.16

Signed



Print name

Date

Signed

Print name

Date

Signed

JANE ANN AUGHWANE

6th Dec 2016

J.A. Aughwane,

Print name

Date

Signed

ALICE THOMSON

6th Dec 2016

A. Thomson

Print name

Date

Signed

Print name

Date

Signed

Print name

Date

Signed

Print name

Date

Signed

Clive Vergnaud

From: FC Do Not Reply (Queue) <donotreply@charitycommission.gsi.gov.uk>
Sent: 15 June 2016 15:45
To: Clive Vergnaud
Subject: RE: Bute House Preparatory School for Girls Ltd - 312739 [AMENDMENTS: Benefits and Dissolution] CRM 0392022

Follow Up Flag: Follow up
Flag Status: Completed

DOCID: 11903593

Dear Mr Vergnaud

Thank you for your email of 23 May 2016 in connection with the above charity and proposed changes to its current Memorandum/Articles, considered 'regulated changes' requiring the prior consent of the Commission under section 198 of the Charities Act 2011.

Having considered the information provided we are able to respond as follows:

(i) This email may be taken as providing the consent of the Commission, under section 198 of the Charities Act 2011, to the amendment of the charity's dissolution provision in the form submitted to the Commission.

(ii) This email may further be taken as providing the consent of the Commission, under section 198 of the Charities Act 2011, to the amendment of clause 5 of the current Memorandum (relating to trustee benefits) so as to -

(a) reflect the provisions of section 185 of the 2011 Act as they relate to remuneration for the provision of Goods/Services,

(b) authorise trustees/connected parties to benefit as beneficiaries where qualified as such.

(iii) Given that the existing provisions of clause 5(b) of the Memorandum, as last amended 26 November 1998, already provide for trustees to benefit through interest on loans to the charity in our view no change to that provision is required - the existing provision being retained as is.

(iv) The trustees' request for consent to introduce a power enabling trustees to be employed by the charity is declined. This is because we do not provide 'speculative' consents where there is no immediate intention to offer employment under contract to a trustee or connected party. We have not been provided with details of any such proposed offer(s) and cannot therefore consider providing the requested consent; the trustees are however able to submit such requests for our consideration on a case by case basis as the need arises.

A copy of these consents should be retained against any future query and the authorised amendments adopted by Special or Written Resolution in accordance with the relevant provision for this within the Articles

Following adoption, we will require confirmation of the date of the adopting resolution and a suitably updated version of the amended Governing Document. Please note we will only be able to update the Central Register on receipt of both

We have no difficulty with the introduction of update provisions for managing conflicts of interest, an administrative change not requiring specific consent

Ken Rogers

PAC Team - Charity Commission for England and Wales

----- Original Message -----

From: Clive Vergnaud

Received:

To: FC Email Team (Queue)

Subject: RE Bute House Preparatory School for Girls Ltd - 312739 [AMENDMENTS Benefits and Dissolution]

Amend governing document Submitted 23/05/2016 17 40 08

Your charity number

312739

Your charity name

Bute House Preparatory School For Girls Limited

Your name

Clive Vergnaud

Your email address

cov@stoneking.co.uk

Your telephone number

02073241550

Your position

Professional advisor

What type of charity do you represent? If your charity is also a company select incorporated otherwise select unincorporated.

Incorporated

Which of these best describes what you want to do?

We want to tell the Commission about changes we are making or have made to the governing document

Which of these conditions applies to your charity?

Change to dissolution clause

Which of these conditions applies to your charity?

Change to conflict of interest / trustee benefits clause

The charity's new dissolution clause (word for word as it will appear in the governing document) is: (Max. 2000 characters)

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 Governors may decide:

- (1) by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects,
- (2) directly for the Objects or for charitable purposes which are within or similar to the Objects, or
- (3) in such other manner consistent with charitable status as the Commission approves in writing in advance

* We have ticked the box to confirm that the former beneficiaries have agreed to the change. The beneficiaries under the current dissolution clause are 'institutions having objects similar to the objects of [the charity]' (or, if that cannot be achieved, 'some charitable object'). The objects of the charity are 'to advance education, including, without limitation, by conducting the school known as Bute House Preparatory School and any other school or schools, for girls or boys'. The only named beneficiary, Bute House Preparatory School for Girls, is content with the proposal. Any broader interpretation of the objects leads to such a large pool of potential beneficiaries (institutions supporting the conduct of a school or schools for girls or boys) as to make consultation impractical.

The proposed new dissolution clause is included as part of a wider exercise to update the charity's governing document to reflect current charity law and modern practice. The proposed new clause enables any remaining assets of the charity to be applied also to charitable purposes similar to those of the charity (as opposed to institutions carrying out purposes similar to the charity or, if that cannot be achieved 'then to some charitable object'). Any application of the charity's assets other than to a charity's similar purpose or for a related purpose would require the consent of the Commission.

Tick to confirm that the former beneficiaries have agreed to the change

I confirm

Please provide details of the changes you want to make to the conflict of interest or trustee benefit provisions in your governing document (Max. 2000 characters)

The charity wishes to make changes to the conflict of interest and trustee benefit provisions as part of a wider exercise to update the charity's governing document to reflect current charity law and modern practice.

The changes to the trustee benefit provisions are intended:

- (1) to reflect the section 185, Charities Act 2011 permitting trustees to be paid for providing services to the charity provided conditions are met,
- (2) to allow the charity to pay interest at a reasonable rate on money lent to the charity by members, trustees and connected persons (the current articles of association are more prescriptive, requiring such interest payments to be no higher than 2% below base rate),
- (3) to enable members, trustees and connected persons to receive charitable benefits on the same terms as other beneficiaries and to take part in the normal trading and fundraising activities of the charity on the same terms as members of the public, and
- (4) in exceptional circumstances not covered elsewhere in the articles of association, to permit persons to receive charitable funds with the consent of the Commission (and, where section 190, Companies Act 2006 requires, with the consent of the members of the company)

The current articles of association make no reference whatsoever to conflicts of interest. The proposed changes introduce standard provisions for charitable companies requiring trustees individually to declare the nature and extent of actual and potential conflicts of interest and duty, and requiring the board collectively to manage conflicts either by requiring conflicted trustees to withdraw from discussions and voting or by

resolving that it is in the best interests of the charity to authorise the conflict.

Why do trustees believe these changes to the conflict of interest or trustee benefit provisions are in the charity's best interests? (Max. 2000 characters)

As previously mentioned, the changes are proposed as part of a wider exercise to update articles of association which ? with the exception of the objects clause ? have not been amended since before the Companies Act 2006 and the Charities Act 2011 came into force. The objective is therefore to enable the charity to benefit from the efficiencies introduced by those Acts, to ?future-proof? the charity for the next ten years and to bring the operation of the charity into line with modern practice. The changes proposed to the conflict of interest provisions, for example, clarify the duties to disclose and manage conflicts of interest and provide a procedure for doing so.

The charity has no immediate need or intention to rely on the proposed new clause permitting the payment of reasonable remuneration to a minority of trustees for services provided under a written agreement but considers it is prudent to adopt this power in advance of the need arising. For example, if in the future the charity is in need of consultancy or other services that a trustee is qualified to provide but is unable to do so on a voluntary basis, it may be in the best interest of the charity to pay that trustee reasonable remuneration and have the benefit not only of their services but of their knowledge of the charity and its operations.

I confirm that the statement above is true and correct to the best of my knowledge

True

----- This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify the sender and delete the original message from your system.

The Companies Act 2006
Company Limited by Guarantee
and not having a Share Capital

Articles of Association
of
BUTE HOUSE PREPARATORY SCHOOL FOR GIRLS
LIMITED

SK
STONE KING
BATH • LONDON • CAMBRIDGE

13 Queen Square
Bath
BA1 2HJ
T 01225 337599
F 01225 335437
DX 8001 Bath

Also at:

16 St John's Lane
London
EC1M 4BS
T 020 7796 1007
F 020 7796 1017
DX 53314
Clerkenwell

Thirty Station Road
Cambridge
CB1 2RE
T 01223 351000
F 01223 451100

THE COMPANIES ACT 2006
Company Limited by Guarantee and not having a Share Capital

ARTICLES OF ASSOCIATION
OF
BUTE HOUSE PREPARATORY SCHOOL FOR GIRLS LIMITED

1 NAME

- 1 1 The name of the company is BUTE HOUSE PREPARATORY SCHOOL FOR GIRLS LIMITED (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 are to advance education, including, without limitation, by conducting the school known as Bute House Preparatory School for Girls and any other school or schools, for girls or boys, as the Governors may think fit, and purposes incidental and ancillary to the same (the "Objects")
- 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 operate, acquire, dispose of and maintain such schools as the Governors may from time to time see fit,
- 4 2 to provide advice or information,
- 4 3 to carry out research and to publish and distribute the useful results,
- 4 4 to advertise in such manner as may be thought expedient,
- 4 5 to co-operate with other bodies and to exchange information and advice with them,
- 4 6 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 7 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 8 to receive and administer bequests and donations,
- 4 9 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 9 1 ancillary to the transaction,

- 4 9 2 an integral part of managing the Charity's debt entered into in order to manage risk association with the transaction, and
- 4 9 3 not a purely speculative transaction,
- 4 10 to acquire or hire property of any kind, and to alter and maintain any such property as may be required from time to time,
- 4 11 to sell, lease or otherwise dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act),
- 4 12 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 Governors,
- 4 13 to set aside funds for special purposes or as reserves against future expenditure but only in accordance with a written policy about reserves,
- 4 14 to deposit or invest in funds in any manner (but to invest only after obtaining such advice from a Financial Expert as the Governors 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 15 to delegate the management of investments to a Financial Expert, but only on terms that
 - 4 15 1 the investment policy is set down in writing for the Financial Expert by the Governors ,
 - 4 15 2 timely reports of all transactions are provided to the Governors,
 - 4 15 3 the performance of the investments is reviewed regularly with the Governors,
 - 4 15 4 the Governors are entitled to cancel the delegation arrangement at any time,
 - 4 15 5 the investment policy and the delegation arrangement are reviewed at least once a year,
 - 4 15 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 Governors on receipt, and
 - 4 15 7 the Financial Expert must not do anything outside the powers of the Governors,
- 4 16 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 Governors or controlled by a Financial Expert acting under their instructions and to pay any reasonable fee required,
- 4 17 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 18 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required,
- 4 19 to provide indemnity insurance for the Governors in accordance with, and subject to the conditions in, section 189 of the Charities Act,
- 4 20 subject to Article 5 to employ paid or unpaid agents staff or advisers,
- 4 21 to enter into contracts to provide services to or on behalf of other bodies,
- 4 22 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,
- 4 23 to pay out of the funds of the Charity the costs of forming and registering the Charity both as a company and as a charity, and

- 4 24 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 GOVERNORS

- 5 1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the Members or the Governors
- 5 2 A Governor or Connected Person may enter into a contract with the Charity, as permitted by the Charities Act, to supply services to the Charity in return for a payment or other material benefit but only if
- 5 2 1 the contract is in writing and states the maximum to be paid by the Charity,
- 5 2 2 the services are actually required by the Charity, and the Governors decide that it is in the best interests of the Charity to enter into such a contract,
- 5 2 3 the nature and level of the remuneration is no more than is reasonable in relation to the value of the services,
- 5 2 4 no more than a minority of the Governors are subject to such a contract in any financial year, and
- 5 2 5 the Governor has complied with the procedure set out in Article 5 5
- 5 3 Subject to compliance with Article 5 5, Members being Governors, and where the context permits Connected Persons
- 5 3 1 may be paid interest on money lent to the Charity by a Governor at a reasonable and proper rate not exceeding 2 per cent less than the published base lending rate of a clearing bank to be selected by the Governors, or the allowance of a rebate on school fees in place of such interest,
- 5 3 2 may be paid a reasonable rent or hiring fee for property let or hired to the Charity,
- 5 3 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 3 4 may take part in the normal trading and fundraising activities of the Charity on the same terms as members of the public
- 5 4 A Member being a Governor must not receive any payment of money or other material benefit (whether directly or indirectly) from the Charity except
- 5 4 1 as mentioned in Articles 4 19, 5 2 or 5 3,
- 5 4 2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Charity,
- 5 4 3 an indemnity pursuant to Article 14 in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings),
- 5 4 4 payment to any company in which a Governor or a Connected Person has no more than a one per cent shareholding, or
- 5 4 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 5 Subject to Article 5 6, any Governor who becomes a Conflicted Governor 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 Governors,

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 Governor is a Conflicted Governor, the Governors who are not Conflicted Governors, if they form a quorum without counting the Conflicted Governor 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 Governor authorise the Conflicted Governor, notwithstanding any conflict of interest or duty which has arisen or may arise for the Conflicted Governor

5 6 1 to continue to participate in discussions leading to the making of a decision and to vote, except where a Conflicted Governor 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 Governor or a Connected Person of any payment or material benefit

5 7 A Conflicted Governor who obtains (other than through his or her position as Governor) 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 4 19, 5 2, 5 3 or 5 4 the Governor'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 Governor, 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 Governors

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 or, if it is an organisation, ceases to exist,

6 3 3 is removed from Membership by resolution of the Governors 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), or

6 3 4 ceases to be a Governor

6 4 Membership of the Charity is not transferable

6 5 The Governors 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 or she is a Member or within one year after he or she ceases to be a Member for

7 1 1 payment of those debts and liabilities of the Charity incurred before he or she 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 Governors, being Members, are entitled to attend general meetings

8 1 2 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 Governors 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 1 3 The Charity may (but need not) hold an AGM in any year

8 2 Notice

8 2 1 A general meeting may be called at any time by the Governors and must be called on a request from at least five per cent 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 fourteen 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

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 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 four or fifty per cent 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 Governors may determine.

8 4 Chairperson of the Meeting

The Chairperson or (if the Chairperson is unable or unwilling to do so) some other Member present and elected by the Members presides at a general meeting.

8 5 Adjournment

The Chairperson 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.

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 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 Chairperson whose decision shall be final and conclusive.

8 7 Written Resolutions

Subject to the provisions of the Act

8 7 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 7 2 A written resolution is passed as a special resolution if it is agreed to by Members representing not less than seventy five per cent of the total voting rights of Eligible Members, and states that it is a special resolution.

8 7 3 A Members' resolution under the Act removing a Governor or an auditor before the expiration of his or her term of office may not be passed by a written resolution.

8 7 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 7 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 7 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 GOVERNORS

- 9 1 The Governors as Charity Trustees have control of the Charity and its property and funds
- 9 2 Governors shall be appointed as subsequently laid out in these Articles No one may be appointed as a Governor if he or she would be disqualified from acting under the provisions of Article 9 9
- 9 3 No person who is an employee of the Charity or otherwise in receipt of a salary, fees, remuneration or other benefit, save as permitted in these Articles, shall be eligible to act as a Governor
- 9 4 The minimum number of Governors shall be five and the maximum number shall be 15, or such other minimum and/or maximum as may be determined by the Members at a General Meeting
- 9 5 Every Governor must sign a declaration of willingness to act as a Governor before he or she is eligible to act as a Governor and/or vote at any meeting of the Governors
- 9 6 New Governors shall be appointed by the Governors at any meeting of the Governors or by written resolution in accordance with Article 10 7
- 9 7 Governors shall serve terms of office of four years starting from the date of their appointment and ending at the meeting of the Governors next following the fourth anniversary of their appointment, when they shall be eligible for re-election for one further term of office of four years Governors may not serve more than two successive terms of office unless, in exceptional circumstances, a majority of the other Governors agree that, in the interests of the Charity, this rule (or the provisions of Article 9 8) be disapplied or modified in a given case
- 9 8 For the purposes of Article 9 7, at the date of adoption of these Articles of Association, Governors who have served eight or more continuous years shall be deemed to have begun their second term of four years on the adoption of these Articles All other serving Governors shall be deemed to have begun their first term of four years from the date at which they were appointed to serve as a Governor
- 9 9 A Governor's term of office automatically terminates if
- 9 9 1 he or she dies,
 - 9 9 2 he or she is disqualified under the Charities Act from acting as a Charity Trustee,
 - 9 9 3 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 Charity Trustee and may remain so for three months;
 - 9 9 4 he or she is absent without permission of the Governors from three consecutive meetings and is asked by a simple majority of the Governors to resign,

- 9 9 5 he or she ceases to be a Member,
- 9 9 6 he or she resigns by written notice to the Charity (but only if at least two Governors will remain in office), or
- 9 9 7 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 Governor concerned and considered the matter in the light of any such views
- 9 10 A Governor may not appoint an alternate Governor or anyone to act on his or her behalf at meetings of the Governors
- 9 11 A technical defect in the appointment of a Governor of which the Governors are unaware at the time does not invalidate decisions taken at a meeting

10 PROCEEDINGS OF GOVERNORS

- 10 1 The Governors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit
- 10 2 The Chairperson may at any time, and two Governors jointly may at any time, call a meeting of the Governors
- 10 3 At least five days' notice of every meeting shall be sent to each Governor specifying the place, day and hour of the meeting and the business to be discussed
- 10 4 Unless otherwise determined a quorum at a meeting of the Governors is five or fifty per cent of the Governors, whichever is the greater, excluding any Conflicted Governor who has not been authorised to participate in discussions or a vote under Article 5 6
- 10 5 A meeting of the Governors may be held either in person or by suitable Electronic Means agreed by the Governors in which all participants may communicate with all the other participants simultaneously but at least one meeting in each year must be held in person
- 10 6 The Chairperson or (if the Chairperson is unable or unwilling to do so) some other Governor chosen by the Governors 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 at least 75 per cent of the Governors (other than any Conflicted Governor 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 Governors eligible to vote, and
 - 10 7 2 at least 75 per cent of the Governors 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 chairperson of the meeting, who has a second or casting vote, every Governor has one vote on each issue
- 10 9 A Governor 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 Governor must comply with the requirements of Article 5
- 10 10 A procedural defect of which the Governors are unaware at the time does not invalidate decisions taken at a meeting

11 POWERS OF GOVERNORS

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

- 11 1 to appoint (and remove) any person (who may be a Governor) to act as Secretary to the Charity,
- 11 2 to appoint (and remove) a Chairperson, Secretary, 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 Governors, and to pay their reasonable expenses out of the Charity's funds For the avoidance of doubt, such observers are not Governors 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 Governors 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 Governor and all proceedings of committees must be reported promptly to the Governors) The Governors 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 Governors,
 - 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 Governors 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 consistent with these Articles as they may deem necessary or expedient for the proper conduct and management of the Charity,
- 11 8 to establish procedures to assist the resolution of disputes within the Charity, and
- 11 9 to exercise any powers of the Charity which are not reserved to themselves in their capacity as Members

12 RECORDS & ACCOUNTS

- 12 1 The Governors 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 Governors must keep records of
 - 12 2 1 all proceedings at general meetings,

12 2 2 all proceedings at meetings of the Governors, and

12 2 3 all reports of committees

12 3 Accounting records relating to the Charity must be made available for inspection by any Governor 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 Governor, 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, being a Governor

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 fax (except a guarantee certificate) to a fax number notified by the Member in writing,

13 4 4 by electronic mail (except a guarantee certificate) to an address notified by the Member in writing,

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 recipient

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 fax, 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 electronic mail, it is treated as being delivered forty eight hours after it was sent
- 13 9 A technical defect in the giving of notice of which the Governors are unaware at the time does not invalidate decisions taken at a meeting
- 13 10 A Member being a Governor 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 11 A Member being a Governor 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 INDEMNITY

- 14 1 The Charity shall indemnify every Governor 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
- 14 2 In this Article a "Governor" means any Governor or former Governor of the Charity
- 14 3 The Charity may indemnify an auditor against any liability incurred by him or her
 - 14 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
 - 14 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

15 DISSOLUTION

- 15 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 Governors may decide
 - 15 1 1 by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects,
 - 15 1 2 directly for the Objects or for charitable purposes which are within or similar to the Objects, or
 - 15 1 3 in such other manner consistent with charitable status as the Commission approves in writing in advance
- 15 2 A final report and statement of account must be sent to the Commission
- 15 3 This Article may not be amended without the prior written consent of the Commission

16 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

17 INTERPRETATION

- 17 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

17 2 In these Articles expressions not otherwise defined which are defined in the Act have the same meaning

17 3 In these Articles words importing one gender shall include all genders, and the singular includes the plural and vice versa

17 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, a fax number, 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,
“Chairperson”	means the Governor appointed by the Governors to act as Chairperson 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,
“the Commission”	means the Charity Commission for England and Wales or any body which replaces it,
“Conflicted Governor”	means a Governor in respect of whom a conflict of interest arises or may reasonably arise because the Conflicted Governor 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, in relation to a Governor, a person connected with a director within the meaning of the Act or a person connected with a Charity Governor or a governor for a charity within the meaning of the Charities Act,
“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 (including a Limited Liability Partnership) who is authorised to give investment advice under the Financial Services and Markets Act 2000,
“Hard Copy Form”	has the meaning prescribed by the Companies Act 2006,
“indemnity insurance”	means insurance against personal liability incurred by any Governor 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 Governor 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,
“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,
“Governor”	means a director of the Charity and “Governors” 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 to
notify a change of articles if
they are not restricted

A25

21/12/2016

#225

COMPANIES HOUSE

1 Company details

Company number **0571803**

Company name in full **BUTE HOUSE PREPARATORY SCHOOL
FOR GIRLS LIMITED**

→ 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 *

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 *Li Wather* **X**
DIRECTOR.

This form may be signed by
Director ^②, Secretary, Person authorised ^③, Liquidator, Administrator,
Administrative receiver, Receiver, Receiver manager, Charity Commission receiver
and manager, CIC manager, Judicial factor

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

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	COV/103901/9			
Company name	STONE KENZ LLP			
Address	91 CHARTERHOUSE STREET			
Post town	LONDON			
Country/Region				
Postcode	E	C	1	M 6 H R
Country				
DX	53314 CLERKENWELL			
Telephone	0207 324 1550			

**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