



NOTICE OF ILLEGIBLE PAGES

Companies House regrets that documents in this company's record have pages which are illegible.

The poor quality has been noted, but unfortunately steps taken to improve them were unsuccessful.

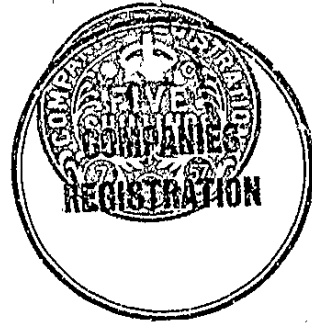
Companies House would like to apologise for any inconvenience this may cause

576923/1

Form No. 41

of _____
()

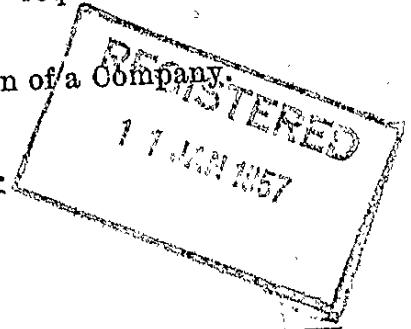
THE COMPANIES ACT 1948.



A 6s.
Companies
Registration
Fee Stamp
must be
impressed
here.

DECLARATION of Compliance with the requirements of the
Companies Act, 1948, on application for registration of a Company.

Pursuant to Section 15 (2).



Insert the
Name of the
Company.

TEMPLE GROVE SCHOOL TRUST
LIMITED.



Printed by

CLIFFORD TURNER & CO.
31, OLD JEWRY,
LONDON, E.C.2

17 JAN 1957

The Solicitors' Law Stationery Society, Limited
22 Chancery Lane, W.C.2; 3 Bucklersbury, E.C.4; 49 Bedford Row, W.C.1; 6 Victoria Street, S.W.1;
15 Hanover Street, W.1; 55-59 Newhall Street, Birmingham, 3; 19 & 21 North John Street, Liverpool, 2;
28-30 John Dalton Street, Manchester, 2; 75 St. Mary Street, Cardiff; and 157 Hope Street, Glasgow, C.2.
PRINTERS AND PUBLISHERS OF COMPANIES' BOOKS AND FORMS

I, HENRY WESLEY BACHELOR
of 11 Old Jewry, London, E.C.2.

(ay Here insert:
"A Solicitor of the
"Supreme Court"
(or in Scotland "a
Solicitor") engaged
"in the formation"
or
"A person named
"in the Articles of
"Association as a
"Director" or
"Secretary."

Do solemnly and sincerely declare that I am (") a Solicitor
of the Supreme Court engaged in the formation
of Temple Grove School Trust

Limited,

And that all the requirements of the Companies Act, 1948, in respect of
matters precedent to the registration of the said Company and incidental
thereto have been complied with, And I make this solemn Declaration
conscientiously believing the same to be true and by virtue of the provisions
of the Statutory Declarations Act, 1835.

Declared at 6 Old Jewry

in the City of London
the 7th day of January
one thousand nine hundred and fifty-
seven

Before me,

A. Richardson
A Commissioner for Oaths [inserted in margin]

Note.—This margin reserved for binding and must not be written across.

576922 /



The Companies Act 1948.

COMPANY LIMITED BY GUARANTEE AND NOT HAVING
SHARE CAPITAL



Memorandum of Association

OF

SCHOOL

TEMPLE GROVE TRUST LIMITED

11 JAN 1957

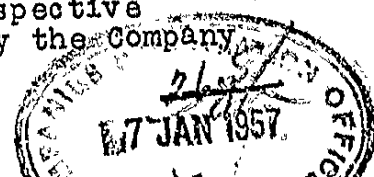
REGISTERED

1. The name of the Company is "TEMPLE GROVE TRUST LIMITED".
2. The registered office of the Company will be situate in England.
3. The objects for which the Company is established are :

- (1) To purchase or otherwise acquire the whole or part of the undertaking and assets of Temple Grove School Limited.
- (2) To establish and carry on at any place or places as the Company may think fit a preparatory school, senior school or college where children and students may receive a sound education and tuition in general education, languages, science, arts, agriculture, industry, economics, commerce, journalism, mechanics and all or any other branches of human knowledge, thought philosophy or endeavour and to provide for lectures, scholarships, exhibitions, classes and meetings and to provide boarding accommodation, recreation grounds, libraries, swimming baths and other privileges and accommodation in connection therewith or which in the opinion of the Company may be in any way desirable.

And for the purposes aforesaid or any of them:-

- (3) To offer scholarships, exhibitions, prizes and rewards to scholars or prospective scholars at any school owned by the Company



hire or otherwise acquire any real or personal property or any estate or interest whatsoever and any rights, privileges and easements over or in respect of any property which may be considered necessary or convenient for the purposes of the Company.

- (11) To sell, manage, lease, mortgage, exchange, dispose of or otherwise deal with and turn to account all or any part of the property of the Company as may be considered expedient with a view to the promotion of its objects or any of them.
- (12) To borrow and raise money in such manner as may be considered expedient, and to issue debentures, debenture stock and other securities, and for the purpose of securing any debt or other obligation of the Company to mortgage or charge all or any part of the property of the Company.
- (13) To invest or deal with any moneys of the Company not immediately required for use in connection with any of its objects in such manner as may from time to time be determined, and to place any such moneys on deposit with bankers and others; provided that moneys subject to or representing property subject to the jurisdiction of the Charity Commissioners for England and Wales or the Minister of Education shall be invested only in such securities and with such sanction (if any) as for the time being may be prescribed by law.
- (14) To lend and advance money or give credit on such terms as may be considered expedient, and either with or without security.
- (15) To draw, make, accept, endorse, issue and negotiate bills of exchange, promissory notes and other negotiable instruments.
- (16) To apply for and obtain any legislative, municipal or other Acts or authorisations for the purpose of enabling the Company to carry any of its objects into effect or of effecting any modification of the Company's constitution, or for any other purpose which may be considered expedient, and to oppose any proceedings or actions which may be considered calculated directly or indirectly to prejudice the Company's interests.
- (17) To procure the registration or incorporation of the Company in or under the laws of any place outside England, and to procure any Act of Parliament, provisional order, enactment, decree or other legislative or executive act of any government, state,

colony, province, dominion, sovereign or authority, supreme, municipal, local or otherwise for the purpose of enabling the Company to carry any of its objects into effect.

- (18) To pay all expenses of and incidental to the incorporation and establishment of the Company.
- (19) Subject to Clause 4 hereof to grant pensions, allowances and gratuities to past or present officers or servants of the Company or to the dependents of such persons and to establish or maintain or participate in trust funds or schemes (whether contributory or non-contributory) for providing pensions or other benefits for any persons as aforesaid.
- (20) To do all such other lawful things as shall be incidental or conducive to the attainment of the foregoing objects or any of them.
- (21) To do all or any of the things and matters aforesaid in any part of the world.

Provided always and it is hereby declared that the Company exists only for purposes which are both charitable and educational and notwithstanding anything hereinbefore contained nothing shall be an object of the Company which is not both a charitable and educational object.

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

Provided also that in case the Company shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales or of the Minister of Education the Company shall not sell, mortgage, charge or lease the same without such authority, approval or consent as may be required by law, and as regards any such property the Council or other the managers or trustees of the Company shall be chargeable for such property as 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 have been answerable and accountable as such Council or other managers or trustees if no incorporation had been effected, and the incorporation of the Company shall not diminish or impair any control or authority exercisable by the Chancery Division of the High Court of Justice, the Charity Commissioners or the Minister of Education over such Council or

other managers or trustees, but as regards any such property they shall be subject, jointly and separately, to such control or authority as if the Company were not incorporated. In case the Company shall take or hold any property which may be subject to any trusts the Company shall only deal with the same in such manner as allowed by law having regard to such trusts.

Provided also that none of the aforesaid charitable and educational objects of the Company shall be altered without the consent of the Minister of Education.

4. The income and property of the Company, whencesoever derived, shall be applied solely towards the promotion of the objects of the Company 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 Company.

Provided that nothing herein contained shall prevent the payment in good faith of reasonable and proper remuneration to any officer or servant of the Company, or to any Member of the Company, for any services actually rendered to the Company, or the payment of interest at a rate not exceeding five per cent. per annum on money lent or reasonable and proper rent for premises demised or let by any Member to the Company, but so that no Member of the Council or other governing body for the time being of the Company shall be appointed to any salaried office of the Company or to any office of the Company paid by fees, and no remuneration or other benefit in money or money's worth shall be given by the Company to any member of such Council or other governing body except repayment of out-of-pocket expenses and payment of interest at the rate aforesaid on money lent or of reasonable and proper rent for premises demised or let to the Company; 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 or other governing body may be a member or to 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 which he may receive in respect of any such payment.

Provided also that this Clause shall not be altered without the consent of the Minister of Education.

5. The liability of the Members is limited. 41

6. Every Member of the Company undertakes to contribute to the assets of the Company in the event of the same being wound up while he is a Member or within one year after he ceased to be a

Member for payment of the debts and liabilities of the Company contracted before he ceased 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.

7. If upon the winding up or dissolution of the Company there shall remain, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the Members of the Company but shall be given or transferred to such other Institution or Institutions having objects similar to the objects of the Company and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Company under or by virtue of Clause 4 hereof, or shall be applied to such charitable or educational object or objects, as may be determined by the Ordinary Members of the Company at or before the time of dissolution or in default thereof by such Judge of the High Court Of Justice as may have or acquire jurisdiction in the matter, and if and so far as effect cannot be given to the aforesaid provision then shall be applied to some charitable or educational object or objects.

8. True accounts shall be kept of the sums of money received and expended by the Company and the matters in respect of which such receipts and expenditure take place, and of the property, credits, and liabilities of the Company, and subject to any reasonable restrictions as to the time and manner of inspecting the same which may be imposed in accordance with the regulations contained in the Company's Articles of Association for the time being in force, such accounts shall be open to the inspection of the Members. Once at least in every year the accounts of the Company shall be examined, and the correctness of the income and expenditure account and balance sheet ascertained by one or more properly qualified Auditor or Auditors.

liabilities of
ages to be a
expenses of
of the rights
ves, such
ding £1.

ution of the
the satisfaction
any property
paid to or dis-
Company but shall
ner Institution
llar to the
hall prohibit
income and
s to an extent
the Company
eof, or shall be
ational object
y the Ordinary
e the time of
by such Judge of
ave or acquire
and so far as
resaid provision
ritable or

the sums of
o Company and the
receipts and
e property,
mpany, and subject
to the time and
oh may be imposed
s contained in
tion for the time
ll be open to the
at least in
mpany shall be
the income and
hast ascertained
i Auditor or

WE, the several persons whose names and addresses are
subscribed are desirous of being formed into a Company
in pursuance of this Memorandum of Association.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

Lord Rupert Charles Montacute Nevill
Uckfield House Uckfield Sussex Director

Henry B. Lawson LAWSON
Churchmead Pirbright Surrey Solicitor
John ^{SOUTNEY} ~~SOUTNEY~~ WRIGHT
Pagettes, Chateaufort, Godalming, Surrey;
Schoolmaster

G.S. Hall
Pinchmont, Bridge Green Tambridge Wells Kent
A.A. ^{MESON} ~~MESON~~ ^{BATCHELOR} ~~BATCHELOR~~ Solicitor
Hundred End, Fairwarp, nr. Uckfield,
Sussex.
Schoolmaster.

~~Mrs~~ ~~Batchelet~~, BATCHELOR
11, Old Jewry, London, E.C.2.
J. GARTON Signator

~~John Ash~~ ASH.
Salisbury House,
London Wall, London E.C.2.
Chartered Accountant.

DATED the 7th day of January 1957.

WITNESS to the above Signatures -

~~John Ash~~
OLIVER & CO. LTD.
11, Old Jewry, London, E.C.2.

Solicitor



The Companies Act, 1948.



COMPANY LIMITED BY GUARANTEE AND NOT HAVING
A SHARE CAPITAL

Articles of Association

OF

SCHOOL
TEMPLE GROVE TRUST LIMITED

PRELIMINARY

1. In these presents, if not inconsistent with the subject or context, the words standing in the first column of the table next hereinafter set out shall bear the meanings set opposite to them respectively in the second column thereof.

WORDS	MEANINGS
The Company	Temple Grove ^{SCHOOL} Trust Limited.
The Act	The Companies Act, 1948.
These Presents	These Articles of Association as originally framed or as from time to time altered by Special Resolution.
The Office	The registered office of the Company.
The Seal	The Common Seal of the Company.
Member of the Council	A duly elected member of the Council of the Company, or the Members of the Council present at a duly convened meeting of the Council at which a quorum is present.
The Secretary	The Secretary for the time being of the Company.
Month	Calendar Month.
Year	Year from 1st January to 31st December inclusive.

CR 51
CD 101
RN.
JMS
JMS
A. A. B.
JMS

WORDS

MEANINGS

In Writing

Written or produced by any substitute for writing or partly written and partly so produced.

Words importing the singular number only shall include the plural number and vice versa.

Words importing the masculine gender shall include the feminine gender.

Words importing persons shall include corporations.

The expression "Secretary" shall include a temporary or assistant Secretary and any person appointed by the Council to perform any of the duties of the Secretary.

Save as aforesaid, any words or expressions defined in the Act, if not inconsistent with the subject or context shall bear the same meanings in these presents.

Reference herein to any provision of the Act shall be a reference to such provision as modified by any statute for the time being in force.

BUSINESS

2. The Company is established for the purposes expressed in its Memorandum of Association.

3. Any branch or kind of business which the Company is either expressly or by implication authorised to undertake may be undertaken by the Council at such time or times as it may consider expedient, and further may be suffered by it to be in abeyance, whether such branch or kind of business may have been actually commenced or not, so long as the Council may consider it expedient not to commence or to proceed with the same.

4. Subject to the provisions (so far as applicable) of the Act the business of the Company may be commenced so soon after the incorporation of the Company as the Council shall think fit.

5. The Office shall be at such place in England as the Council shall from time to time appoint.

MEMBERS

6. The subscribers to the Memorandum of Association and such other persons as shall be admitted to membership in accordance with these presents and none other, shall be members of the Company and shall be entered in the Register of Members accordingly.

7. For the purposes of registration of the Company the number of Members of the Company shall be 25

but the Council may from time to time register an increase of Members.

8. No person shall be admitted as a Member of the Company unless:-

(i) He has signed and sent to the Secretary application for admission framed in such terms as the Council shall from time to time prescribe, and

(ii) He has been elected to Membership by the Council.

9. The decision of the Council as to whether or not any applicant for admission to Membership of the Company shall be admitted shall be final and conclusive, and the Council shall be entitled in its absolute discretion to refuse to admit to Membership any applicant without giving any reason for such refusal.

10. Every Member shall use his best endeavours to promote the objects and interests of the Company and shall observe the Company's regulations affecting him contained in or effective pursuant to these presents.

11. The rights of every Member shall be personal to himself and shall not be transferable, transmissible or chargeable by his own act, by operation of the law or otherwise.

12. A Member shall immediately cease to be a Member upon the happening of any one of the events following, namely :-

(i) If he shall resign Membership by writing under his hand left at the Office.

(ii) If the Member, being an individual shall die or become a lunatic or bankrupt or compound with his creditors or, being a corporation shall go into liquidation or have a receiver appointed of its undertaking and assets or any part thereof.

(iii) If he shall fail to perform any obligation binding upon him under these presents for one month after notice in writing requiring him to do so shall have been served upon him by the Company or if in the opinion of the Council his conduct shall be calculated in any respect to be prejudicial to the interests of the Company and he shall fail to remedy such conduct to the satisfaction of the Council for one month after notice in writing requiring him to do so shall have been served upon him by the Company and if also in either of such cases the Council by resolution passed by a majority of not

less than three-fourths of the Members of the Council present at a meeting of the Council of which notice specifying the intention to propose the resolution has been given shall resolve that his Membership be terminated.

13. A Register shall be kept by the Company containing the names and addresses of all the Members, together with such other particulars as may be required by the Act.

14. Any Member who for any cause whatsoever shall cease to be a Member shall remain liable for and shall pay to the Company all monies which may become payable by him by virtue of his liabilities under the Memorandum of Association.

GENERAL MEETINGS

15. The Company shall in each year hold a General Meeting as its Annual General Meeting in addition to any other meetings in that year, and shall specify the meeting as such in the notices calling it; and not more than fifteen months shall elapse between the date of one Annual General Meeting of the Company and that of the next. Provided that so long as the Company holds its first Annual General Meeting within eighteen months of its incorporation, it need not hold it in the year of its incorporation or in the following year. The Annual General Meeting shall be held at such time and place as the Council shall appoint.

16. All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings.

17. The Council may whenever it thinks fit convene an Extraordinary General Meeting; an Extraordinary General Meeting shall also be convened on such requisition, or, in the default may be convened by such requisitionists, as provided by Section 132 of the Act. If at any time there are not within the United Kingdom sufficient Governors capable of acting to form a quorum, any Governor or any two Members of the Company may convene an Extraordinary General Meeting in the same manner as nearly as possible as that in which meetings may be convened by the Council.

NOTICE OF GENERAL MEETINGS

18. An Annual General Meeting and a Meeting called for the passing of a Special Resolution shall be called by 21 days' notice in writing at the least, and a Meeting of the Company other than an Annual General Meeting or Meeting for the passing of a Special Resolution shall be called by 14 days' notice in writing at the least. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given, and shall specify the place, the day and

the hour of Meeting and, in case of special business, the general nature of that business and shall be given, in manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Company in General Meeting, to such persons as are, under the Articles of the Company, entitled to receive such notices from the Company: Provided that a Meeting of the Company, shall notwithstanding that it is called by shorter notice than that specified in this Article be deemed to have been duly called if it is so agreed -

- (a) in the case of a Meeting called as the Annual General Meeting by all the Members entitled to attend and vote thereat, and
- (b) in the case of any other Meeting by a majority in number of the Members having a right to attend and vote at the Meetings, being a majority together representing not less than ninety-five per cent. of the total voting rights at that meeting of all the members.

19. The accidental omission to give notice of a Meeting to, or the non-receipt of notice of a Meeting, by any person entitled to receive notice shall not invalidate the proceedings at that Meeting.

PROCEEDINGS AT GENERAL MEETINGS

20. All business shall be deemed special that is transacted at an Extraordinary General Meeting, and also all that is transacted at an Annual General Meeting, with the exception of the consideration of the accounts, balance sheets, and the reports of the Council and Auditors and the appointment of, and the fixing of the remuneration of, the Auditors.

21. No business shall be transacted at any General Meeting unless a quorum of Members is present at the time when the Meeting proceeds to business; save as herein otherwise provided, three Members present in person shall be a quorum.

22. If within half an hour from the time appointed for the Meeting a quorum is not present, the Meeting, if convened upon the requisition of Members, shall be dissolved; in any other case it shall stand adjourned to the same day in the next week, at the same time and place, or to such other day and at such other time and place as the Council may determine, and if at the adjourned Meeting a quorum is not present within half an hour from the time appointed for the Meeting the Members present shall be a quorum.

23. The Chairman (if any) of the Council or in his absence the Deputy-Chairman (if any) shall preside

as Chairman at every General Meeting of the Company. If there be no such Chairman or Deputy-Chairman, or if at any Meeting neither the Chairman nor the Deputy-Chairman be present within fifteen minutes after the time appointed for holding the Meeting, or if neither of them be willing to act as Chairman, the Members present shall choose some Member of the Council, or, if no Member of the Council be present or if all the Members of the Council present decline to take the Chair, some Member of the Company present to be Chairman.

24. The Chairman with the consent of any Meeting at which a quorum is present may and if so directed by the Meeting shall adjourn the Meeting from time to time and from place to place but no business shall be transacted at any adjourned Meeting except business which might lawfully have been transacted at the Meeting from which the adjournment took place. When a Meeting is adjourned for thirty days or more notice of the adjourned Meeting shall be given as in the case of an original Meeting. Save as aforesaid, it shall not be necessary to give any notice of any adjournment or of the business to be transacted at any adjourned Meeting.

25. At any General Meeting a resolution put to the vote of the Meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded -

(a) by the Chairman; or

(b) by at least three members present in person or by proxy.

Unless a poll be so demanded a declaration by the Chairman that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book containing the minutes of proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

26. Except as provided in Article 28, if a poll is duly demanded it shall be taken in such manner as the Chairman directs, and the result of the poll shall be deemed to be the resolution of the Meeting at which the poll was demanded.

27. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the Meeting at which the show of hands takes place or at which the poll is demanded, shall be entitled to a second or casting vote.

28. A poll demanded on the election of a Chairman, or on a question of adjournment, shall be taken forthwith. A poll demanded on any other question

shall be taken at such time as the Chairman of the Meeting directs, and any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll.

29. Subject to the provisions of the Act, a resolution in writing signed by all the Members for the time being entitled to receive notice of and to attend and vote at General Meetings (or being corporations by their duly authorised representatives) shall be as valid and effective as if the same had been passed at a General Meeting of the Company duly convened and held.

VOTES OF MEMBERS

30. Every Member shall have one vote.

31. A Member of unsound mind, or in respect of whom an order has been made by any Court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee, receiver or curator bonis or other person in the nature of a committee, receiver or curator bonis appointed by that Court, and any such committee, receiver, curator bonis or other person may, on a poll, vote by proxy.

32. On a poll votes may be given either personally or by proxy.

33. The instrument appointing a proxy shall be in writing under the hand of the appointer or of his attorney duly authorised in writing or if the appointer is a corporation either under seal or under the hand of an officer or attorney duly authorised. A proxy need not be a Member of the Company.

34. The instrument appointing a proxy and the power of attorney, or other authority, if any, under which it is signed or a notarially certified copy of that power or authority shall be deposited at the Office or at such other place within the United Kingdom as is specified for that purpose in the notice convening the Meeting, not less than 48 hours before the time for holding the Meeting or adjourned Meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than 24 hours before the time appointed for taking of the poll, and in default the instrument of proxy shall not be treated as valid.

35. An instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances admit:-

SCHOOL
"TEMPLE GROVE TRUST LIMITED

"I/WE

"of

"in the County of

being a Member/

"Members of the above-named Company, hereby
"appoint
"of
"or failing him
"of
"as my/our proxy to vote for me/us on my/our
"behalf at the (Annual or Extraordinary as
"the case may be) General Meeting of the
"Company to be held on the day of
"19 , and at any adjournment thereof.

"Signed this day of 195 ."

36. Where it is desired to afford Members an opportunity of voting for or against a resolution the instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances admit:-

School
"TEMPLE GROVE TRUST LIMITED

"I/We
"of
"in the County of being a Member/
"Members of the above-named Company, hereby
"appoint
"of
"or failing him
"of
"as my/our proxy to vote for me/us on my/our
"behalf at the (Annual or Extraordinary as
"the case may be) General Meeting of the
"Company to be held on the day of
"19 , and at any adjournment thereof.

"Signed this day of 195 .

"This form is to be used ^{* in favour} ~~against~~ the
"resolution. Unless otherwise instructed,
"the proxy will vote as he thinks fit.

" *Strike out whichever is not desired."

37. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.

38. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed, provided that no intimation in writing of such death, insanity or revocation as aforesaid shall have been received by the Company at the Office before the commencement of the Meeting or adjourned Meeting at which the proxy is used.

CORPORATIONS ACTING BY REPRESENTATIVES AT MEETINGS

39. Any corporation which is a Member of the Company may by resolution of its directors or other governing

body authorise such person as it thinks fit to act as its representative at any meeting of the Company, and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual Member of the Company.

THE COUNCIL

40. Unless and until otherwise determined by the Company in General Meeting, the Members of the Council shall be not less than three nor more than seven in number.

41. The first Members of the Council shall be appointed in writing by a majority of the subscribers to the Memorandum of Association.

42. Subject and without prejudice to Article 41, the power to appoint and (in the manner mentioned in Article 46 (5)) remove Members of the Council shall be vested in the Council, but so that the total number of Members of the Council shall not at any time exceed the maximum number fixed by or in accordance with these presents.

43. Every Member of the Council shall have the power to nominate (1) any other Member of the Council or (2) any other person approved for that purpose by the Council to act as alternate Member of the Council in his place during his absence and at his discretion to remove any such alternate Member of the Council, and on such appointment being made the alternate Member of the Council (except as regards the power to appoint an alternate) shall be subject in all respects to the terms and conditions existing with reference to the other Members of the Council, and every alternate Member of the Council, while so acting, shall exercise and discharge all the functions, powers and duties of the member whom he represents. Any Member of the Council acting as an alternate shall have an additional vote for every Member of the Council for whom he acts as alternate. An alternate Member of the Council shall ipso facto cease to hold that position if for any reason his appointor ceases to be a Member of the Council.

44. An instrument appointing an alternate Member of the Council shall be left at the Office and, as nearly as circumstances will admit, shall be in the form or to the effect following:-

School
"TEMPLE GROVE TRUST LIMITED.

"I, _____
"a Member of the Council of the above-named
"Company, pursuant to the power in that
"behalf contained in Article 43 of the
"Articles of Association of the Company, do
"hereby nominate and appoint

"of
"to act as alternate Member of the Council
"in my place during my absence and to
"exercise and discharge all my duties as a
"Member of the Council.

"Dated this day of 19 ."

45. The Members of the Council shall not be entitled to any remuneration for their services, but the Council may authorise the payment by the Company to any Member of the Council of any reasonable and proper out-of-pocket expenses incurred by him in the performance of his duties or otherwise in connection with the affairs of the Company.

DISQUALIFICATION OF MEMBERS OF THE COUNCIL

46. The office of a Member of the Council shall be vacated in any one of the events following, namely :-

- (1) If he shall resign his office by writing under his hand left at the Office.
- (2) If he shall become lunatic or of unsound mind or bankrupt or compound with his creditors.
- (3) If he shall hold any place of profit under the Company.
- (4) If he shall become prohibited from being a Member of the Council by reason of any order made under the Act.
- (5) If he shall be removed from office by resolution passed by the affirmative vote of not less than three-fourths of the Members of the Council present at the Meeting of the Council at which the resolution was proposed.

PROCEEDINGS OF THE COUNCIL

47. The Council may meet together for the despatch of business, adjourn and otherwise regulate its meetings as it shall think fit. Unless and until otherwise determined by the Council questions arising at any meeting shall be determined by a majority of votes. In case of an equality of votes the Chairman shall have a second or casting vote. The Chairman of the Council may and the Secretary on the requisition of not less than two Members of the Council shall at any time summon a Meeting of the Council.

48. Seven days' notice at the least (inclusive of the day on which the notice is served or deemed to be served but exclusive of the day for which the notice is given) specifying the place, the day and

the hour of meeting and enclosing the agenda of the business to be discussed at the meeting shall be given of every meeting of the Council unless in the opinion of the Chairman or failing him the Vice-Chairman it shall be expedient to call a meeting on short notice for the discussion of urgent business, in which case the meeting may be called on three days' notice if the notice is sent through the post or on twenty-four hours' notice if the notice is given by telephone or telegraph. It shall not be necessary to give notice of a Meeting of the Council to any Member of the Council for the time being absent from the United Kingdom.

49. The Council shall appoint from among its members a Chairman and a Vice-Chairman, and in the event of any vacancy in either of those offices the Council shall so soon as practicable fill the vacancy.

50. The quorum necessary for the transaction of the business of the Council may be fixed by the Council and unless and until so fixed shall be two.

51. No business not mentioned in the agenda mentioned in Article 48 shall be transacted at any meeting of the Council unless in the opinion of the Chairman of the meeting supported by a majority of the other Members of the Council present at the meeting such business arises directly out of an item included in the agenda or out of the minutes of the last preceding meeting or is a matter of urgency.

52. If at any meeting of the Council neither the Chairman nor the Vice-Chairman be present within fifteen minutes after the time appointed for holding the meeting the Members of the Council present shall choose one of their number to be Chairman of the Meeting.

53. A resolution in writing signed by all the Members of the Council for the time being in the United Kingdom shall be as effective as if it had been passed at a meeting of the Council duly convened and held.

54. The Council may delegate any of its powers (other than the power to admit or expel Members of the Company) to committees, as it may think fit. In the exercise of the powers so delegated any Committee so formed shall conform to any regulations which may be imposed on it by the Council.

55. A committee may elect a Chairman of its meetings; if no such Chairman be elected, or if at any meeting the Chairman be not present within fifteen minutes after the time appointed for holding the same, the members of the Committee present shall choose one of their number to be Chairman of the meeting.

56. A Committee may meet and adjourn as it shall

think proper. Questions arising at any meeting shall be determined by a majority of votes of the members present, but in case of an equality of votes the Chairman shall not have a second or casting vote and the resolution shall be considered as lost. A Committee shall have power to fix its own quorum, but except to such extent the meetings and proceedings of a Committee shall be governed by the provisions herein contained for regulating the meetings and proceedings of the Council so far as the same are applicable thereto and are not superseded by any regulations imposed by the Council under or by the provisions of the preceding Articles.

57. All acts done at any Council or Committee meeting or by any person acting as a Member of the Council, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any Member of the Council or person acting as aforesaid or that he or any of them was ineligible or had vacated office, shall be as valid as if every such person had been duly appointed and was eligible and had continued to be a Member of the Council.

POWERS AND DUTIES OF THE COUNCIL

58. The business and affairs of the Company shall be managed by the Council, which may pay all expenses incurred in promoting and registering the Company and (subject as hereinafter provided) may exercise all such powers of the Company as are not by the Act or by these presents required to be exercised by the Company in General Meeting, subject nevertheless to any regulations of these presents, to the provisions of the Act and to such regulations, being not inconsistent with the aforesaid regulations or provisions, as may be prescribed by the Company in General Meeting; but no regulation made by the Company in General Meeting shall invalidate any prior act of the Council which would have been valid if such regulation had not been made. The general powers given by this Article shall not be limited or restricted by any special authority or power given to the Council by any other Article.

59. The Council may exercise all the powers of the Company to borrow or raise money, and to mortgage or charge its undertaking and property, and to issue debentures and other securities, and any such debentures and other securities may be issued at par or at a premium or at a discount.

60. All cheques, promissory notes, drafts, bills of exchange and other negotiable or transferable instruments, and all receipts for moneys paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Council shall from time to time by resolution determine.

MINUTES

61. The Council shall cause minutes to be made in books provided for the purpose :-

- (1) of all appointments of officers made by the Council, and
- (2) of the names of the Members of the Council present at every meeting of the Council and of any Committee of the Council, and
- (3) of all resolutions and proceedings at all meetings of the Council and of all Committees of the Council.

Every Member of the Council present at any meeting of the Council or of any Committee shall sign his name in a book to be kept for that purpose.

THE SEAL

62. The Seal shall not be affixed to any instrument except by the authority of a resolution of the Council and shall be so affixed in the presence of at least one Member of the Council and of the Secretary or such other person as the Council may from time to time appoint for the purpose, and such Member of the Council and Secretary or other person aforesaid shall sign every instrument to which the Seal is so affixed in their presence.

ACCOUNTS

63. The Council shall cause true accounts to be kept :-

- (1) of all sums of money received and expended by the Company and the matters in respect of which such receipt and expenditure take place, and
- (2) of the property, credits and liabilities of the Company, and
- (3) of all sales and purchase of goods by the Company.

64. The books of account shall be kept at the Office, or at such other place or places as the Council may think fit, and shall always be open to the inspection of the Members of the Council.

65. The Company in General Meeting may at any time or from time to time make conditions and regulations as to the time and manner of inspection by Members of the accounts of the Company, and subject to any such conditions and regulations such accounts shall be open to the inspection of Members at all reasonable times during business hours.

66. Once at least in every year the Council shall lay before the Company in General Meeting an income and expenditure account made up to a date not more than six months before the meeting and a balance sheet made up as at the same date containing all such particulars with regard to the capital, the assets and the liabilities of the Company as are required by the Act.

67. Every such balance sheet as aforesaid shall be signed on behalf of the Council by two Members of the Council and shall be accompanied by a report of the Council as to the state of the Company's affairs, and it shall also have attached to it the Auditors' report.

68. A copy of every Income and Expenditure Account, Balance Sheet (including every document required by law to be annexed thereto) which is to be laid before the Company in General Meeting, together with a copy of the Auditors' report, shall not less than twenty-one days before the date of the Meeting be sent to every Member of, and every holder of debentures of, the Company. Provided that this Article shall not require a copy of those documents to be sent to any person of whose address the Company is not aware or to more than one of the joint holders of any debentures.

AUDIT

69. Auditors shall be appointed and their duties regulated in accordance with sections 159 to 162 of the Act.

NOTICES

70. A notice may be given by the Company to any Member either personally or by sending it by post to him or to his registered address, or (if he has no registered address within the United Kingdom) to the address, if any, within the United Kingdom supplied by him to the Company for the giving of notice to him. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice and to have been effected in the case of a notice of a Meeting at the expiration of 24 hours after the letter containing the same is posted, and in any other case at the time at which the letter would be delivered in the ordinary course of post.

71. Notice of every General Meeting shall be given in any manner hereinbefore authorised to -

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

(b) every person being a legal personal representative of a trustee in bankruptcy of a Member where the Member but for his death or bankruptcy would be entitled to receive notice of the Meeting; and

(c) the Auditor for the time being of the Company.

No other person shall be entitled to receive notices of General Meetings.

72. Any notice or other document which pursuant to these presents is required to be served by any Member on the Company or on the Secretary or any other officer of the Company may be served by leaving the same at the Office or by sending the same through the post in a prepaid envelope addressed to the Company or to the Secretary or other officer of the Company, as the case may be, at the Office.

WINDING UP

73. If the Company shall be wound up the provisions contained in Clause 7 of the Memorandum of Association shall be performed and have effect in all respects as if the same were repeated in these presents.

AM.
JUL 1920
G.W.
A.A.M.
J.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

MONTICUTE

Lord Rupert Charles Montacute NEVILLE
Verwood House Verwood Sussex Director.

Henry B. Lawson

Churchmead Pirbright Surrey Solicitor.

John Sutcliffe Long
Ragette, Chatham, Kent, Surrey.
Schoolmaster.

G. S. Hall.

Pirbright

Bridge Green Tunbridge Wells Kent.
Solicitor

A. A. Merton Datchler,

Hundred End, Fairwarp, near Uckfield.
Sussex.

Schoolmaster.

H. D. Datchler,

11, Old Jewry, London, E.C.2.

Solicitor

John Ash. A.S.M.

Salisbury House, London Wall,
London E.C.2.

Chartered Accountant.

DATED the 7th day of January 1957.

WITNESS to the above Signatures -

by Pollard
clerk to:-

CLIFFORD TURNER & CO.,

11, OLD JEWRY,

LONDON, E.C.2.

Witness

DUPLICATE FOR THE FILE

No. 576922



Certificate of Incorporation

I Hereby Certify That

TEMPLE GROVE SCHOOL TRUST LIMITED

is this day Incorporated under the Companies Act, 1948, and that the Company is Limited.

Given under my hand at London this Eleventh day of January One Thousand Nine Hundred and Fifty seven.

L. B. (ac) Ford
Registrar of Companies

Certificate
received by

for Mr. J. J. - J. J. - J. J.

Date 11/11/57

Number 576922

147

THE COMPANIES ACTS
1948 to 1980

COMPANY LIMITED BY GUARANTEE and
NOT HAVING A SHARE CAPITAL

SPECIAL RESOLUTION

of

TEMPLE GROVE SCHOOL TRUST LIMITED

(Passed 1st July 1980)

AT an EXTRAORDINARY GENERAL MEETING of the above Company duly convened and held on 1st July 1980, the following RESOLUTION was passed as a SPECIAL RESOLUTION:-

SPECIAL RESOLUTION

THAT the Articles of Association of the Company be altered by the deletion of Article 40 and the substitution therefor of the following new Article namely:-

"40. Unless and until otherwise determined by the Company in General Meeting the Members of the Council shall be not less than three nor more than ten in number."

M. P. Clerk

Chairman



Registered Number 576922

TEMPLE GROVE SCHOOL TRUST LIMITED

At an Extraordinary General Meeting of the Company held at Temple Grove Herons Ghyll Uckfield East Sussex on 18 June 1993 the following resolution was passed as a Special Resolution:

SPECIAL RESOLUTION

That the Objects of the Company be varied by the deletion of objects numbered 3(1) and 3(2) and the addition of the following new Objects in substitution therefor:

- "1. The advancement of the education of children at any preparatory or senior school or college where children or students may receive a sound education.
2. To establish maintain fund or manage any preparatory or senior school or college which is a charity and to undertake any other charitable object in the field of education as the Members of the Council (as defined in the Articles of Association) from time to time in their absolute discretion determine. "



.....
Christopher Hall
Chairman

WE HEREBY CERTIFY THE
FOREGOING TO BE A TRUE
AND COMPLETE COPY OF
THE ORIGINAL INSTRUMENT

Dated 14-7-1993

Cripps Harries Hall
Cripps Harries Hall
Solicitors
Tunbridge Wells

