

FIRST REVISION 13 AUGUST 2018

No. 901169

THE COMPANIES ACT, 1948

COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

Memorandum and Articles of Association

OF

S. ANSELM'S SCHOOL TRUST LIMITED

NOTE:

PURSUANT TO THE PROVISIONS OF S.28 COMPANIES ACT 2006 CLAUSES 1-9 OF THE MEMORANDUM OF ASSOCIATION ARE DEEMED TO BE PART OF THE COMPANY'S ARTICLES OF ASSOCIATION

FRIDAY



RM

R7ITPOHS
16/11/2018
COMPANIES HOUSE

#25

ELLIOT SMITH & CO.
SOLICITORS,
MANSFIELD

THE COMPANIES ACT, 1948
COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

Memorandum of Association

OF

S. ANSELM'S SCHOOL TRUST LIMITED

**NOTE: PURSUANT TO THE PROVISIONS OF S.28 COMPANIES ACT 2006
CLAUSES 1-9 OF THIS MEMORANDUM ARE DEEMED TO BE PART OF THE
COMPANY'S ARTICLES OF ASSOCIATION**

1. The name of the Company (hereinafter called "the Trust") is "S. ANSELM'S SCHOOL TRUST LIMITED."
2. The registered office of the Trust will be situate in England.
3. The objects for which the Trust is established are:-
 - (A) To acquire and take over as a going concern S. Anselm's School, heretofore carried on by St. Anselm's School Limited at Bakewell in the County of Derby, upon such terms as the Trustees think fit, and thereafter to carry on the same.
 - (B) To acquire and carry on in the United Kingdom any boarding or day school or schools for the education of children of either sex or both sexes.

The following sub-clauses are ancillary to and in furtherance of object clauses 3 (A) and (B).
 - (C) To provide all appropriate books and equipment and boarding and other accommodation for teachers and students and visitors at any school owned by the Trust.
 - (D) To offer scholarships, exhibitions, prizes and rewards and to make grants and allowances to students or prospective students at any school owned by the Trust.
 - (E) To offer scholarships and exhibitions and to make grants and allowances to any student or past student of any school owned by the

Trust for the purpose of proceeding to any university or other educational establishment.

- (F) To make grants and allowances to any person engaged in the teaching profession for the purpose of training at any university or other educational establishment or attending any other training course whatsoever.
- (G) To provide playing fields, games courts, recreation grounds and buildings, swimming baths and other accommodation in connection with sports, games and pastimes of all kinds at any school owned by the Trust.
- (H) To carry on farming, dairy and poultry farming, stock breeding, market gardening, fruit farming and nurseries on any property of the Trust for the purpose of providing and supplying any school or schools of the Trust.
- (I) To act as trustees, governors or managers of any real or personal property given or held upon trust for charitable educational purposes.
- (J) To accept gifts of any real or personal property for the general purposes of the Trust or for any particular purpose thereof.
- (K) To hold any securities or shares of, and to manage, and conduct, any corporation or company which carries on or intends to carry on any such school or schools as aforesaid.
- (L) To promote any charitable company or companies for the purpose of carrying on any school or schools.
- (M) To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges which are necessary or convenient for the promotion of its objects, and to construct, maintain and alter any buildings or erections necessary or convenient for the work of the Trust.
- (N) To sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Trust as may be thought expedient with a view to the promotion of its objects.
- (O) To borrow or raise money for the purposes of the Trust on such terms and on such security as may be thought fit and in particular by the issue of debentures or debenture stock

charged upon all or any of the Trust's property.

- (P) To invest the moneys of the Trust not immediately required for its purposes in or upon such investments, securities or property as may be thought fit, but subject nevertheless to such conditions (if any) and with such sanction (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided.
- (Q) To amalgamate, affiliate or co-operate with and subscribe to any association, society or corporation whose objects shall be both charitable and educational and to purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagements of any such association, society or corporation **PROVIDED** that the Trust shall not amalgamate, affiliate with or subscribe to any association, society or corporation which shall not prohibit the distribution of its income and property among its Trustees to an extent at least as great as is imposed on the Trust under or by virtue of clause 4 hereof.
- (R) Subject to clause 4 hereof to grant pensions, allowances and gratuities to past or present officers or servants of the Trust or to the dependants of such persons and to establish and maintain or participate in trust funds or schemes (whether contributory or non-contributory) for providing pensions for any such persons as aforesaid and to insure the life of any person whose services are of value to the Trust in such sum as the Trust as the Trustees thereof may deem expedient and to pay the requisite premiums for keeping such insurance on foot.
- (S) To do all such other lawful things as are incidental or conducive to the attainment of the above objects or any of them.

PROVIDED ALWAYS AND IT IS HEREBY DECLARED that the Trust exists only for the purposes which are both charitable and educational and notwithstanding anything hereinbefore contained nothing shall be an object of the Trust which is not both a charitable and an educational object.

PROVIDED ALSO that the Trust shall not support with its funds any object or endeavour to impose on or procure to be observed by its Trustees or

S. Anselm's



S. Anselm's Preparatory School, Bakewell, Derbyshire DE45 1DP
Tel: 01629 812734 Fax: 01629 814742 Email: headmaster@anselms.co.uk www.sanselms.co.uk
Registered Charity no. 527179

others, any regulation, restriction or condition which if an object of the Trust would make it a Trade Union.

PROVIDED ALSO that in case the Trust shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales or the Secretary of State for Education and Science, the Trust 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 Trustees of the Trust shall be chargeable for any such property that may come into their hands and shall be answerable and accountable for their own acts, receipts, neglects and defaults, and for the due administration of such property in the same manner and to the same extent as they would as such Trustees have been if no incorporation had been effected, and the incorporation of the Trust shall not diminish or impair any control of authority exercisable by the Chancery Division, the Charity Commissioners or the Secretary of State for Education and Science over such Trustees but they shall as regards any such property be subject jointly and separately to such control of authority as if the Trust were not incorporated. In case the Trust shall take or hold any property which may be subject to any trusts, the Trust shall only deal with the same in such manner as allowed by law, having regard to such trusts.

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

PROVIDED that nothing herein shall prevent the payment, in good faith, of reasonable and proper remuneration to any officer or servant of the Trust, or to any Trustee of the Trust in return for any services actually rendered to the Trust, nor prevent the payment of interest at a rate not exceeding seven per cent per annum on money lent or reasonable and proper rent for premises demised or let by any Trustee to the Trust; but so that no Trustee of the Trust shall be appointed to any salaried office of the Trust or any office of the Trust paid by fees, and that no remuneration or other benefit in money or money's worth shall be given by the Trust to any Trustee, except repayment of out-of-pocket expenses and interest at the rate aforesaid on money lent or reasonable and proper rent for premises demised or let to the Trust; **PROVIDED THAT** the provisions last aforesaid shall not apply to any payment to any company of which a Trustee may be a director, and in which such Trustee shall not hold more than one hundredth part of the capital, and such Trustee shall not be bound to account for any share of

profits he or she may receive in respect of any such payment **AND PROVIDED THAT** nothing herein shall prohibit payments made to Trustees for services provided to the Trust in accordance with section 185 Charities Act 2011.

5. The liability of the Trustees is limited.

6. Every Trustee of the Trust undertakes to contribute to the assets of the Trust in the event of the same being wound up while he or she is a Trustee, or within one year after he or she ceases to be a Trustee, for payment of the debts and liabilities of the Trust contracted before he or she ceases to be a Trustee, 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 Trust there remains, after the satisfaction of all its debts and liabilities, any property whatsoever the same shall not be paid to or distributed among the Trustees of the Trust, but shall after due provision has been made for the continuance of any pensions or allowances to retired employees of the Trust in accordance with any pension scheme for the time being in force at the date of liquidation, and after payment to every member of the staff of any school carried on by the Trust (whether engaged in teaching or other kind of work) who shall have been employed by the Trust for more than two consecutive years before the date of liquidation in addition to any sum already owing to him or her any sum in accordance with any contract with each such member of the staff be given or transferred to some other charitable institution or institutions having objects similar to the objects of the Trust, and which shall prohibit the distribution of its or their income and property among its or their Trustees to an extent at least as great as is imposed on the Trust under or by virtue of clause 4 hereof, such institution or institutions to be determined by the Trustees or the Trust at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then to some charitable object being also an education object.

8. True accounts shall be kept of the sums of money received and expended by the Trust and the matters in respect of which such receipts and expenditure take place, of all sales and purchases of goods by the Trust and of the property, credits and liabilities of the Trust; and, subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the regulations of the Trust for the time being, such accounts shall be open to the inspection of the Trustees. Once at least in every year the accounts of

the accounts of the Trust 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.

9. No alteration or addition shall be made to the Memorandum of Association without the prior consent in writing of the Secretary of State for Education and Science.

NOTE:

PURSUANT TO THE PROVISIONS OF S.28 COMPANIES ACT 2006 CLAUSES 1-9 OF THIS MEMORANDUM ARE DEEMED TO BE PART OF THE COMPANY'S ARTICLES OF ASSOCIATION

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.	
Leslie Hugh Merton 37 Arterberry Road, Wimbledon,	Wine Merchant S.W.20
John Gerald Martin Bradshaw, Withers, Inkpen, Berks.	Sales Manager, I.C.I.
David Alfred Chicheley Blunt, 21 Sim Balk Lane, Bishophorpe, York	Lay Chaplain to Archbishop of York
Peter Thompson Beardsell, Old Rectory, High Hoyland, Barnsley.	Company Director
William Michael Brooke-Taylor, Bakewell, Derbyshire.	Solicitor
Herbert Lawrence Watson 596A Chatsworth Rd., Chesterfield, Derbyshire.	Chartered Accountant
Kenneth Wood West, The Croft, Great Longstone, Bakewell.	Packaging Engineer Company Director

ORIGINAL VERSION D A T E D 4th day of March 1967

WITNESS to the above Signatures --- D. S. Piper,
S. Anselm's School, Bakewell, Derbyshire. Headmaster.

FIRST REVISION DATED 13 AUGUST 2018

THE COMPANIES ACT, 1948

COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

Articles of Association

OF

S. ANSELM'S SCHOOL TRUST LIMITED

1. In these presents the words standing in the first column of the Table next hereinafter contained shall bear the meaning set opposite to them respectively in the second column thereof, if not inconsistent with the subject or context:-

<u>WORDS</u>	<u>MEANINGS</u>
The Act	The Companies Act, 1948.
These presents	These Articles of Association and the regulations of the Trust from time to time in force.
The Trust	The above named Trust.
The Trustees	The Trustees for the time being of the Trust.
The Office	The registered office of the Trust.
The Seal	The Common Seal of the Trust.
The United Kingdom	Great Britain and Northern Ireland.
Month	Calendar month.
In writing	Written, printed or lithographed, or partly one and partly another, and other modes of representing or reproducing words in a visible form.

And words importing the singular number only shall include the plural number, and vice versa.

Words importing the masculine gender only shall include the feminine gender, and

Words importing persons shall include corporations.

Subject as aforesaid, any words or expressions defined in the Act or any statutory modification thereof in force at the date on which these presents become binding on the Trust shall, if not inconsistent with the subject or context, bear the same meanings in these presents.

2. The number of Trustees which the Trust proposes to appoint is no more than nine and no fewer than three or such other numbers as the Trust in General Meeting may from time to time decide.

3. The provisions of section 110 of the Act shall be observed by the Trust, and every Trustee of the Trust shall either sign a written consent to become a Trustee or sign the register of Trustees on becoming a Trustee.

4. The Trust is established for the purposes expressed in the Memorandum of Association.

5. Such persons as the Trustees shall admit as Trustees in accordance with the provisions hereinafter contained shall be Trustees of the Trust.

6. No person shall be admitted a Trustee of the Trust unless that person is first approved by the Trustees and the Trustees shall have absolute discretion as to the admission of any person. Where any person desires to be admitted to be a Trustee of the Trust he or she must first sign and deliver to the Trust an application for admission framed in such terms as the Trustees shall require.

GENERAL MEETINGS

8. The Trust shall hold a General Meeting in every calendar year as its Annual General Meeting at such time and place as may be determined by the Trustees, and shall specify the meeting as such in the notices calling it, provided that every General Meeting except the First shall be held not more than fifteen months after the holding of the last preceding meeting, and that so long as the Trust holds its first Annual General Meeting within eighteen months after its

incorporation it need not hold it in the year of its incorporation or in the following year.

9. All General Meetings, other than Annual General Meetings shall be called Extraordinary General Meetings.

10. The Trustees may whenever they think fit convene an Extraordinary General Meeting, and Extraordinary General Meetings shall also be convened on such requisition, or in default may be convened by such requisitionists, as provided by section 132 of the Act.

11. Twenty-one days' notice in writing at the least of every Annual General Meeting and of every meeting convened to pass a Special Resolution and fourteen days' notice in writing at least of every other General Meeting (exclusive in every case both of the day on which it is served or deemed to be served and of the day for which it is given) specifying the place, the day and the hour of meeting, and in the case of special business the general nature of that business, shall be given in manner hereinafter mentioned to such persons (including the Auditors) as are under these presents or under the Act entitled to receive such notices from the Trust; but with the consent of all the Trustees entitled to receive notices thereof, or of such proportion thereof as is prescribed by the Act in the case of meetings other than Annual General Meetings, a meeting may be convened by such notice as those Trustees may think fit.

12. The accidental omission to give notice of a meeting to, or the non-receipt of such notice by, any person entitled to receive notice thereof shall not invalidate any resolution passed, or proceeding had, at any meeting.

PROCEEDINGS AT GENERAL MEETINGS

13. All business shall be deemed special that is transacted at an Extraordinary General Meeting and all that is transacted at an Annual General Meeting shall also be deemed special, with the exception of the consideration of the income and expenditure account and balance sheet, and the reports of the Trustees and of the Auditors, the election of Trustees in the place of those retiring (if and when Trustees shall be subject to election) and the appointment of, and the fixing of the remuneration of the Auditors.

14. No business shall be transacted at any General Meeting unless a quorum is present when the meeting proceeds to business. Save as herein otherwise provided three Trustees personally present shall be a quorum.

15. If within half an hour from the time appointed for the holding of a General Meeting a quorum is not present, the meeting, if convened on the requisition of Trustees, 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 at such other place as the Trustees may determine, and if at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting the Trustees present shall be a quorum.

16. The Chairman (if any) of the Trustees shall preside as Chairman at every General Meeting, but if there be no such Chairman or if at any meeting the Chairman shall not be present within fifteen minutes after the time appointed for holding the same, or shall be unwilling to preside, the Trustees present shall choose some Trustee, or if no such Trustee be present, or if all the Trustees of the Trust present decline to take the chair, they shall choose some Trustee of the Trust who shall be present to preside.

17. The Chairman may with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn a meeting from time to time, and from place to place, but no business shall be transacted at any adjourned meeting other than business which might have been transacted at the meeting from which the adjournment took place. Whenever a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given in the same manner as of an original meeting. Save as aforesaid, the Trustees shall not be entitled to any notice of an adjournment, or if the business to be transacted at an adjourned meeting.

18. 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 upon the declaration of the result of the show of hands, demanded by the Chairman or by at least three Trustees present in person or by proxy, or by a Trustee present in person or by proxy and representing one-tenth of the total voting rights of all the Trustees having the right to vote at the meeting, and unless a poll be so demanded a declaration by the Chairman of the meeting that a resolution has been carried, or carried unanimously or by a particular majority, and an entry to that effect in the minute book of the Trust shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that resolution. The demand for a poll may be withdrawn.

19. Subject to the provisions of Article 20, if a poll be demanded in manner aforesaid, it shall be taken at such time and place, and in such manner as the Chairman of the meeting shall direct, and the result of

the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

20. No poll shall be demanded on the election of a Chairman of a meeting or on any question of adjournment.

21. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting shall be entitled to a second or casting vote.

22. The demand of a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.

VOTES OF TRUSTEES

23. Subject as hereinafter provided, every Trustee shall have one vote.

24. Save as herein expressly provided, no Trustee other than a Trustee duly registered, who shall have paid every sum (if any) which shall be due and payable to the Trust in respect of his or her Trusteeship, shall be entitled to vote on any question either personally or by proxy, or as a proxy for another Trustee, at any General Meeting.

25. Votes may be given on a poll either personally or by proxy. On a show of hands a Trustee present only by proxy shall have no vote, but a proxy for a corporation may vote on a show of hands. A corporation may vote by its duly authorised representative as provided by section 139 of the Act. A proxy need not be a Trustee.

26. The instrument appointing a proxy shall be in writing under the hand of the appointer or his or her attorney duly authorised in writing, or if such appointer is a corporation under its Common Seal, if any, and, if none, then under the hand of some officer duly authorised in that behalf.

27. The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed or a notarially certified or office copy thereof shall be deposited at the office not less than 48 hours before the time appointed 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 the taking of the poll, and in default the instrument of proxy shall not be treated as valid. No instrument appointing a proxy shall be valid after the expiration of twelve months from the date of its execution.

28. 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 the death insanity or revocation as aforesaid shall have been received at the office before the commencement of the meeting or adjourned meeting at which the proxy is used.

29. Any instrument appointing a proxy shall be in the following form or as near thereto as circumstances will admit:-

S. ANSELM'S SCHOOL TRUST LIMITED

"I, ,
"of ,
"a Trustee of S. ANSELM'S SCHOOL TRUST
" LIMITED hereby appoint ,
" of ,
"and failing him ,
"of ,

"to vote for me and on my behalf at the
"[Annual or Extraordinary, or Adjourned, as
the
"case may be] general meeting of the Trust
"to be held on the day of , and
"and at every adjournment thereof.

"AS WITNESS my hand this day of
, 19 ."

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

THE TRUSTEES

30. Until otherwise determined by the Trust in General Meeting, the number of the Trustees of the Trust shall be not fewer than three nor more than nine.

31. The Trustees of the Trust shall be:-

- (a) The Trustees at the date of the First Revision hereof, and;
- (b) Such other persons as shall from time to time be elected by the Trustees.

PROVIDED that no person who is a headmaster or assistant master of a school owned by the Trust and no person who is otherwise in receipt of a salary, fees, remuneration or other benefit, in money or money's worth from the Trust

(save as permitted by clause 4 of the Memorandum of Association) shall be eligible to be a Trustee.

32. Section 185 of the Act (as to retirement of Directors under the age limit) shall not apply to Trustees of the Trust.

POWERS OF THE TRUSTEES

33. The business of the Trust shall be managed by the Trustees who may pay all such expenses of, and preliminary and incidental to, the promotion, formation, establishment and registration of the Trust as they think fit, and may exercise all such powers of the Trust, all such acts as may be exercised and done by the Trust and as are not by statute or by these presents required to be exercised or done by the Trust in General Meeting, subject nevertheless to any regulations of these Presents to the provisions of the statutes for the time being in force and affecting the Trust and to such regulations, being not inconsistent with the aforesaid regulations or provisions as may be prescribed by the Trust in General Meeting but no regulation made by the Trust in General Meeting shall invalidate any prior act of the Trustees which would have been valid if such regulation had not been made **PROVIDED THAT** the Trustees may delegate the management of any school carried on by the Trust or such aspects thereof as they may determine to a Board of Governors appointed by them for the purpose.

PROVIDED that:-

(a) The Trustees shall not deliberate upon or negotiate the acquisition of nor shall the Trust acquire whether by purchase or gift or otherwise any school of which a Trustee for the time being of the Trust is the proprietor or one of the proprietors or in which that Trustee is financially interested and

(b) The Trustees shall not deliberate upon or negotiate nor shall the Trust make or execute any service agreement with a headmaster or assistant master or other person who is for the time being a Trustee of the Trust.

34. The Trustees for the time being of the Trust may act notwithstanding any vacancy in their body; provided always that in case the Trustees of the Trust shall at any time be or be reduced in number to less than the minimum number prescribed by or in accordance with these presents, it shall be lawful for them to act as the Trustees for the purpose of admitting persons to membership of the Trust, filling up vacancies in their body or of summoning a General Meeting, but not for any other purpose.

SECRETARY

35. The Secretary shall be appointed by the Trustees for such time at such remuneration and upon such conditions as

they may think fit, and any Secretary so appointed may be removed by them. The provisions of Sections 177 and 179 of the Act shall apply and be observed. The Trustees may from time to time by resolution appoint an assistant or deputy Secretary, and any person so appointed may act in place of the Secretary if there be no Secretary or no Secretary capable of acting.

THE SEAL

36. The Seal of the Trust shall not be affixed to any instrument except by the authority of a resolution of the Trustees and in the presence of at least two Trustees of the Trust and of the Secretary, and the said Trustees and Secretary shall sign every instrument to which the seal shall be so affixed in their presence, and in favour of any purchaser or person bona fide dealing with the Trust such signatures shall be conclusive evidence of the fact that the seal has been properly affixed.

DISQUALIFICATION OF TRUSTEES

37. The office of a Trustee of the Trust should be vacated:-

- (A) If a receiving order is made against that Trustee or that Trustee makes any arrangement or composition with his or her creditors.
- (B) If that Trustee becomes of unsound mind.
- (D) If by notice in writing to the Trust he or she resigns his or her office.
- (E) If that Trustee ceases to hold office by reason of any order made under section 188 of the Act.
- (F) If that Trustee is removed from office by a resolution duly passed pursuant to section 184 of the Act.
- (G) If that Trustee ceases to be a Trustee by virtue of section 185 of the Act.

PROCEEDINGS OF THE TRUSTEES

38. The Trustees may meet together for the dispatch of business adjourn and otherwise regulate their meetings as they think fit, and determine the quorum necessary for the transaction of business. Unless otherwise determined three shall be a quorum. Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes the Chairman shall have a second or casting vote.

39. A Trustee of the Trust may, and on the request of a Trustee of the Trust the Secretary shall at any time, summon

a meeting of the Trustees by notice served upon the several Trustees of the Trust. A Trustee of the Trust who is absent from the United Kingdom shall not be entitled to notice of a meeting.

40. The Trustees shall from time to time elect a chairman who shall be entitled to preside at all meetings of the Trustees at which he or she shall be present, and may determine for what period he or she is to hold office, but if no such chairman be elected or if at any meeting the chairman be not present within five minutes after the time appointed for holding the meeting and willing to preside, the Trustees of the Trust shall choose one of their number to be chairman of the Meeting.

41. A meeting of the Trustees at which a quorum is present shall be competent to exercise all of the authorities, powers and discretions by or under the regulations of the Trust for the time being vested in the Trustees generally.

42. The Trustees may delegate any of their powers to committees consisting of such Trustee or Trustees of the Trust as they think fit, and any committee so framed, shall in the execution of the powers so delegated conform to any regulations imposed on it by the Trustees. The meetings and proceedings of any such committee shall be governed by the provisions of these presents for regulating the meetings and proceedings of the Trustees so far as applicable and so far as the same shall not be superseded by any regulations made by the Trustees as aforesaid.

43. All acts bona fide done by any meeting of the Trustees or of any committee of the Trustees, or by any person acting as a Trustee of the Trust shall, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any such Trustee or person acting as aforesaid or that they or any of them were disqualified, be as valid as if every such person had been duly appointed or had duly continued in office and was qualified to be a Trustee of the Trust.

44. The Trustees shall cause proper minutes to be made of all appointments of officers made by the Trustees and of the proceedings of all meetings of the Trust and of the Trustees and of committees of the Trustees, and all business transacted at such meetings, and any such minutes of any meeting, if purporting to be signed by the Chairman of such meeting, or by the Chairman of the next succeeding meeting, shall be sufficient evidence without any further proof of the facts therein stated.

45. A resolution in writing signed by all the Trustees for the time being of the Trustees or of any committee of the Trustees who are duly entitled to receive notice of a meeting of the Trustees or of such committee shall be as valid and effectual as if it had been passed at a meeting of the Trustees or of such committee duly convened and constituted.

ACCOUNTS

46. The Trustees shall cause proper books of account to be kept with respect to:-

- (A) All sums of money received and expended by the Trust and the matter in respect of which such receipts and expenditure takes place.
- (B) All sales and purchases of goods by the Trust and
- (C) The assets and liabilities of the Trust.

Proper books shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and fair view of the state of the affairs of the Trust and to explain its transactions.

47. The books of account shall be kept at the office or, subject to section 147(3) of the Act, at such other place or places as the Trustees shall think fit, and shall always be open to the inspection of the Trustees of the Trust.

48. The Trust in General Meeting may from time to time impose reasonable restrictions as to the time and manner of the inspection by the Trustees of the accounts and books of the Trust, or any of them, and subject to such restrictions the accounts and books of the Trust shall be open to the inspection of such Trustees at all reasonable times during business hours.

49. At the Annual General Meeting in every year the Trustees shall lay before the Trust a proper income and expenditure account for the period since the last preceding account (or in the case of the first account since the incorporation of the Trust) made up to a date not more than four months before such meeting together with a proper balance sheet made up as at the same date. Every such balance sheet shall be accompanied by proper reports of the Trustees and the Auditors and copies of such account, balance sheet and reports (all of which shall be framed in accordance with any statutory requirements for the time being in force) and of any other documents required at law to be annexed or attached thereto or to accompany the same shall not less than twenty one clear days before the date of the meeting be sent to the Auditors and to all other persons entitled to receive

notices of General Meetings in the manner in which notices are hereinafter directed to be served. The Auditors report shall be open to inspection and be read before the meeting as required by section 162 of the Act.

AUDIT

50. Once at least in every year the accounts of the Trust 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.

51. Auditors shall be appointed and their duties regulated in accordance with sections 159 to 162 of the Act, the Trustees of the Trust being treated as the Directors mentioned in those sections.

NOTICES

52. A notice may be served by the Trust upon any Trustee either personally or by sending it through the post in a prepaid letter, addressed to such Trustee at his or her registered address as appearing in the register of Trustees or by sending it by email to such email address as appearing in the register of Trustees.

53. Any Trustee described in the register of Trustees by an address not within the United Kingdom who shall from time to time give the Trust an address within the United Kingdom at which notices may be served upon him, shall be entitled to have notices served upon him at such address, but save as aforesaid and as provided by the Act, only those Trustees who are described in the register of Trustees by an address within the United Kingdom shall be entitled to receive notices from the Trust.

54. Any notice, if served by post, shall be deemed to have been served on the day following that on which the letter containing the same is put into the post, and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and put into the post office as a prepaid letter.

DISSOLUTION

55. Clause 7 of the Memorandum of Association of the Trust relating to the winding up and dissolution of the Trust shall have effect as if the provisions thereof were repeated in these Articles.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS.

Leslie Hugh Merton 37 Arterberry Road, Wimbledon,	Wine Merchant S.W.20
John Gerald Martin Bradshaw, Withers, Inkpen, Berks.	Sales Manager, I.C.I.
David Alfred Chicheley Blunt, 21 Sim Balk Lane, Bishophthorpe, York	Lay Chaplain to Archbishop of York
Peter Thompson Beardsell, Old Rectory, High Hoyland, Barnsley.	Company Director
William Michael Brooke-Taylor, Bakewell, Derbyshire.	Solicitor
Herbert Lawrence Watson 596A Chatsworth Rd., Chesterfield, Derbyshire.	Chartered Accountant
Kenneth Wood West, The Croft, Great Longstone, Bakewell.	Packaging Engineer Company Director

ORIGINAL VERSION D A T E D 4th day of March 1967

WITNESS to the above Signatures -- D.S. Piper, S. Anselm's
School, Bakewell, Derbys. Headmaster.

FIRST REVISION DATED 13 AUGUST 2018