

## THE COMPANIES ACTS 1948 TO 1976

# Declaration of compliance with the requirements of the Companies Acts 1948 to 1976 on application for registration of a company

Pursuant to section 15(2) of the Companies Act 1948 as amended by the Companies Act 1976

Please do not write in this binding margin

Please complete legibly, preferably in black type, or bold black lettering

Company number

1347568

Name of Company

\* delete as appropriate

CHERRY ORCHARDS (CAMPHILL) COMMUNITY

Limited\*

I, TIMOTHY MILES DAVEY

of 12 GREAT GEORGE STREET BRISTOL IN THE COUNTY OF AVON

† in Scotland delete "of the Supreme Court"

# delete the two alternatives not applicable

do solemnly and sincerely declare that I am

# a Solicitor of the Supreme Court† engaged in the formation

# a person named as a Director in the statement delivered under section 21 of the Companies Act 1976 =

# a person named as Secretary in the statement delivered under section 21 of the Companies Act 1976 =

of

CHERRY ORCHARDS (CAMPHILL) COMMUNITY

Limited\*

and that all the requirements of the Companies Acts 1948 to 1976 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 17 Great George Street  
in the City of Bristol

the 26th day of May November

One thousand nine hundred and Seventy Seven

before me J. W. Wood J.

A Commissioner for Oaths / Solicitor  
Notary Public / Justice of the Peace\*

Presentor's ref: CD 5992  
telephone no:  
name and address:

For official use  
General section

Post room

1001632

ACCEPT UNSTAMPED £50

NC/24 7988

SIGNED ..... H. 2003.

DATE ..... 4/1/78.

1327568/2

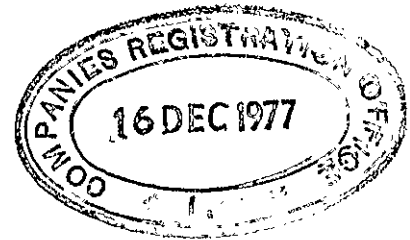
THE COMPANIES ACTS, 1948 to 1967

COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL

## MEMORANDUM OF ASSOCIATION

of

CHERRY ORCHARDS (CAMPHILL) COMMUNITY LIMITED



1. The name of the Company (hereinafter called "the Community") is "CHERRY ORCHARDS (CAMPHILL) COMMUNITY LIMITED".

2. The Registered Office of the Community will be situate in <sup>ENGLAND</sup> the United Kingdom.

3. The objects for which the Community is established are as follows:-

"To establish and maintain at Cherry Orchards establishments and Communities the first one being at Cherry Orchards near Bristol where persons suffering from physical or mental handicap or children and young persons in need of care may live together in a therapeutic environment in accordance with the principles of Doctor Rudolph Steiner such principles being listed in the Schedule attached to this Memorandum".

4. In furtherance of the foregoing objects the Community shall have the following powers:

(1) To establish and carry on communities dwelling places residential centres homes schools clinics farms workshops hostels and colonies in the United Kingdom and abroad (hereinafter referred to as "communities and establishments") as the Community may determine and to carry on in such communities and educational establishments benevolent social artistic agricultural and medical works of every description.

(2) To manage control administer and govern the communities and establishments of the Community (hereinafter referred to as "the communities and establishments") in accordance with the objects hereinbefore expressed and to appoint administrators teachers physicians lecturers demonstrators house-parents and others for giving lectures demonstrations instruction teaching treatment training re-habilitation and special care or services.

(3) To receive as residential members of the communities and establishments such persons (whether children young persons or adults) as the Council may consider proper and that on such conditions including payment of fees for or towards their maintenance education training and treatment and for such period all as the Council may fix and to remove any such person from the said communities and establishments at the discretion of the Council without cause assigned.

BRITISH COMPANY  
REGISTRATION AGENTS LTD.,  
28-40 LEATHERSTONE STREET,  
LONDON, EC1Y 8 J.  
TEL 01-251 1614.  
CD 5992

2.

- (4) To assist in the education upbringing occupational training and re-habilitation of all persons who have been previously members of the communities and establishments.
- (5) To print publish buy and sell books magazines and other publications relating to or for the purposes of the communities and establishments and to publish or to contribute to the publications of any periodical journal and to print and circulate lectures papers and information relating to the work or conducive to its objects.
- (6) To establish and support or aid in the establishment or support of charitable associations institutions funds or trusts calculated to benefit persons who are or at some time have been members of the communities and establishments or dependants of such persons and to grant pensions and allowances and to make payment of insurance premiums or contributions in any scheme or otherwise for private superannuation allowances or other payments to or for such persons.
- (7) To accept fees donations subscriptions legacies bequests conveyances and transfers either of money or of property and either absolutely or conditionally or in trust and to apply the same for any of the objects of the Community or for any special object specified by the respective donors subscribers or testators.
- (8) To exercise any of the foregoing powers either alone or in conjunction with any other charitable incorporation company society association institution or body whether incorporated or not having the same or similar powers or objects.
- (9) To amalgamate or affiliate either wholly or partially with any other charitable incorporation company society association institutions or body whether incorporated or not having objects the same or similar to any of the objects of the community and which is prohibited by its constitution from distributing its profits or assets amongst its members to an extent at least as great as is imposed upon this Community to take over purchase or otherwise acquire all or any part of the property assets or liabilities and engagements of any such incorporation company society association institution or body with which it is proposed to amalgamate.
- (10) To have the Community registered or otherwise constituted or recognised by law in any country state district or place in which it shall from time to time acquire or hold or contemplate acquiring or holding land or carrying on work.
- (11) To purchase feu take on lease exchange excamb accept a donation of or otherwise acquire temporarily or permanently for the purposes of the community any heritable or movable real or personal property.
- (12) To sell feu excamb or let on lease the property and assets of the Community and to mortgage pledge improve or otherwise deal with or dispose of the same for the purposes of the Community.
- (13) To borrow money for the purposes of the Community with or without security and to grant all conveyances including where deemed advisable standard securities mortgages assignments in security and agreements containing all usual and necessary clauses or other deeds which the Council may consider necessary therefor.
- (14) To Invest monies of the Community in such securities as may be determined by the Council provided that money subject or representing property subject to the jurisdiction of the Charity

### 3.

Commissioners for England and Wales or any similar body or authority shall only be invested in such securities and with such sanction (if any) as may for the time being be prescribed by law.

(15) To undertake and execute any trusts which the Community or its Council may think it expedient to undertake.

(16) To do all such other lawful things as are in the opinion of the Community or the Council necessary for the attainment of the above objects or any of them.

5. The Community's objects shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers.

6. The liability of members is limited.

7. Every member of the Community undertakes to contribute to the assets of the Community in the event of the same being wound up during the time he is a member or within one year afterwards for payment of the debts and liabilities of the Community contracted before the time at which he ceased to be a member and of the costs charges and expenses of winding up the same and for the adjustment of the rights of the contributories amongst themselves such amount as may be required not exceeding one pound.

8. In case the Community shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales the Community shall not sell mortgage charge or lease the same without such authority approval or consent as may be required by law and as regards such property the Council of Management of the Community 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 administration of such property in the same manner and to the same extent as they would as such Council of Management have been if no incorporation had been effected.

9. If upon the winding up or dissolution of the Community there remains after the satisfaction of all its debts and liabilities any property whatsoever the same shall not be paid to or distributed among the members of the Community but shall be given or transferred to some other charitable institution or institutions having objects similar to the objects of the Community and which shall prohibit the distribution of its or their income and property amongst its or their members such institution to be determined by the members of the Community at or before the time of dissolution or in default thereof by the Charity Commissioner or a judge and so far as effect cannot be given to the aforesaid provision then to some charitable object.

### THE SCHEDULE

(a) That such communities and establishments shall be conducted so as to provide for such persons the structured life and therapeutic environment of which the Camphill Community founded by Dr. Karl Koenig is based;

(b) That each and every member of such communities and establishments shall strive to work for the welfare thereof according to the fundamental social law formulated by Dr. Rudolph Steiner as follows, namely "In a community of people working together the welfare of the community is the greater the less each one claims for himself the results of his work, i.e. the more of these proceeds he makes over to his fellow-workers the more his own requirements are satisfied not out of his own work done but out of work done by the others".

(c) That such communities and establishments shall be formed and conducted according to the "threefold social organism" as taught by Dr. Rudolph Steiner and the members of such communities and establishments shall follow the disciplines of Dr. Rudolph Steiner as to therapy education agriculture horticulture art science and religion such disciplines forming the background of the life and activities in such communities and establishments;

(d) That the main responsibility for creating and structuring the life and environment of the members of any one of such communities or establishments shall rest upon those who shall from time to time be appointed as friends and counsellors by those who are practically involved in the life of that community or establishment.

(e) That the business of the community and its finances shall be controlled by a Council of Management (hereinafter referred to as "the Council").

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.

H Berger  
Cherry Orchards, Camford Lane, Westbury-on-Trym, Bristol. Curative teacher

Hetti Berger  
Cherry Orchards, Camford Lane, Westbury-on-Trym  
Bristol Curative teacher

Morwenat Bucknall  
Raphael House 3 Hillside, Coltham Hill  
Nursery Class Teacher Bristol Waldorf School.

Junistiny, M. Guray  
12, Great George St. Bristol. 1.  
Scriitor

C.D. Grace  
27 Upper Belgrave Road Retired teacher  
Bristol BS8 2XL

Clara J. Jeff MD Consultant  
Compline R. Steen, School,  
Munster, Aylesford, Aberdon

J. W. Wood Little Henbury  
Sturminster Marshall  
Nr. Wimborne. Dorset

DATED the 26<sup>th</sup> day of November 1977

WITNESS to the above Signatures :- Rufus J. Molyneux

Cherry Orchards, Camford Lane Westbury-on-Trym, Bristol. Curative Teacher.

Witness to the signature of DR. T. WELLS  
Margaret J. Rosenthal The Studio 16 North Square London N.W. 11

THE COMPANIES ACTS, 1948 to 1967

COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL

# ARTICLES OF ASSOCIATION

of

CHERRY ORCHARDS (CAMPHILL) COMMUNITY LIMITED

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1347568

13

## PRELIMINARY

1. In these regulations:

"the Act" means the Companies Act 1948.

"the Community" means the Company.

"the seal" means the common seal of the Community.

"Secretary" means any person appointed to perform the duties of the Secretary of the Community.

"the United Kingdom" means Great Britain and Northern Ireland.

Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing lithography, photography and other modes of representing or reproducing words in a visible form.

Unless the context otherwise requires, words or expressions contained in these regulations shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which these regulations become binding on the Company.

2. The number of members with which the Community proposes to be registered is seven but the Council of Management (hereinafter called "the Council") may whenever in its opinion the business of the Community requires or renders it desirable so to do appoint additional members.

3. In addition to the subscribers to the Memorandum of Association the Council may from time to time subject to the terms of Article 2 hereof admit any other persons to be a member of the Community either in an individual capacity or as the representative of any association or body nominating him to represent such an association or body provided that any such representative shall have the same rights and be subject to the same obligations and liabilities incident to membership as if he were a member in his individual capacity. Every person who is proposed to be admitted as a member under this Article shall either sign the Register of Members or shall sign a written application for membership in such form as the Council shall prescribe.

4. The rights and privileges of membership of the Community shall be personal and incapable of transfer.

5. A member may at any time resign his membership of the Community by letter addressed to the Secretary.

6. Each member of the Community shall be bound to further to the best of his ability the objects interests and influence of the Community and shall observe all regulations and bye-laws of the Community made pursuant to the powers in that behalf contained in these Articles.

7. Any member of the Community who shall fail to observe any of the regulations or bye-laws of the Community or whose conduct or public utterance shall in the opinion of the Council be derogatory to the character or prejudicial to the interests of the Community may be excluded from the Community by a majority present and voting at a meeting of the Council specially called to consider the passing of such a motion of which meeting such member shall have been given reasonable notice and at which he shall have had a proper opportunity of being heard in his defence and such member shall thereupon cease to be a member of the Community.

#### GENERAL MEETING

8. The first general meeting shall be held at such time, not being less than one month nor more than three months after the establishment of the Community and at such place as the Council may determine.

9. Subsequent general meetings be held once in each year at such time (not being more than fifteen months after the holding of the last preceding general meeting) and place as may be prescribed by the Community in general meeting, or, in default, at such time and place as may be determined by the Council. In default of a general meeting being held within said period of fifteen months any member of the Community may convene a general meeting in the same manner, as nearly as possible, as that in which meetings are to be convened by the Council.

10. The above-mentioned general meetings shall be called ordinary general meetings; all other meetings of the Community shall be extraordinary general meetings.

11. The Council may, whenever they think fit, and shall on a requisition made in writing by any two or more members of the Community call an extraordinary general meeting. The provisions of Section 132 of the Companies Act 1948 or any statutory modification thereof, shall, mutatis mutandis apply to such a requisition and to the meeting or meetings following thereon.s,

#### NOTICE OF MEETINGS

12. Subject to the provisions of Section 133 of the Companies Act 1948 relating to the



convening of meetings for the passing of Special Resolutions seven days notice (exclusive of the day on which the notice is served or deemed to be served but inclusive of the day for which notice is given) specifying the place day and hour of meeting, and in the case of special business, the general nature of that business shall be given to the members of the Community in manner hereinafter mentioned unless the notice calling the meeting is signed by all the members in which case, or if all the members of the Community are present a meeting may be held at any time. The accidental omission to give notice to or the non-receipt of notice by any member shall not invalidate the proceedings of any general meeting.

#### PROCEEDINGS AT GENERAL MEETINGS

13. The business of an ordinary general meeting of the Community other than the first shall be the consideration of the accounts balance sheets and the ordinary reports of the Council and auditors; the election of members of Council and other Officers in the place of those retiring, and the fixing of the remuneration of the auditors; but the meeting may transact any business arising out of the said reports. All other business transacted at an extraordinary general meeting shall be deemed special.

14. No business shall be transacted at any general meeting unless a quorum is present; and, save as herein otherwise provided three members of the Community personally present shall be a quorum.

15. If within an half an hour after the time appointed for the meeting a quorum is not present the meeting if convened on a requisition as aforesaid shall be dissolved; and in any other case it shall stand adjourned to the same day in the following week at the same time and place; and if at such adjourned meeting, a quorum is not present those present if not fewer than two shall be deemed to be a quorum.

16. The Chairman of the Council if any or, in his absence, a member of the Council or failing any member of the Council being present a member of the Community nominated by the meeting, shall be entitled to take the chair at any general meeting.

17. Every question submitted to a meeting shall be decided by a majority of the votes of those present and in the case of an equality of votes the Chairman of the meeting shall have a second or casting vote.

18. The Chairman may with the consent of the meeting (and shall if so directed by the meeting) adjourn such meeting from time to time and from place to place but no business shall be transacted at any adjourned meeting other than the business left unfinished, or not commenced at the meeting from which the adjournment took place and the adjourned meeting shall to all intents and purposes be construed as a continuation of the original meeting. Notice of any adjourned meeting shall be required unless the adjournment has been for less than ten days.

19. A Minute signed by the all the members of the Community shall have the like force and effect as a resolution passed at a duly convened general meeting ordinary or extraordinary as the case may be of the Community.

#### VOTES OF MEMBERS

20. Every member shall have one vote. Votes shall be given personally and not by proxy.

## **COUNCIL OF MANAGEMENT**

21. Until otherwise determined by the Community in general meeting the number of members of the Council shall not be less than three nor more than fourteen.

22. The first members of the Council shall be Hartmut Berger Mette Berger Morwenna Bucknall Timothy Miles Davey Mr. Green Thomas Weihs Mr. Wood Faith Anstice Sax Leigh Jonathan Sax and Marion Briggs.

23. Hartmut Berger Mette Berger and Thomas Weihs shall so long as they remain members of the Community be permanent members of the Council. The other first members of the Council shall hold office until the ordinary general meeting of the Community to be held in 1977 and shall be eligible for re-election from year to year thereafter. Subject as aforesaid all members of the Council shall retire from office at each ordinary general meeting but shall be eligible for re-election thereat. A member of the Council may act until the close of the meeting at which he retires.

24. Any member of the Council who shall intimate in writing his resignation of office or who shall be or become of unsound mind or shall become bankrupt or shall cease to be a member of the Community shall ipso facto vacate office.

25. Every vacancy occasioned by any of the causes mentioned in the preceding Article or by death, shall be entered in the minutes and the member shall hold office until the next ordinary general meeting and shall be eligible for re-election thereat.

26. Subject to Article 23 the Council shall have power at any time to appoint one additional member who shall retire from office at the next ordinary general meeting but shall be eligible for election by the Community at that meeting as an additional member or to fill a vacancy.

27. Each member of the Council (other than any additional member) occupies the position of a Director of the Community for so long as he remains a member of the Council.

28. The whole business of the Community shall be managed by the Council who may exercise all such powers of the Community as are not required by the Companies Acts or any statutory modification thereof for the time being in force or by these Articles to be exercised by the Community in general meeting subject nevertheless to any regulations in these Articles to the provisions of the said Act and to such regulations being not inconsistent with the aforesaid regulations or provisions as may be prescribed by the Community in general meeting but no regulations made by the Community in general meeting shall invalidate any prior act of the Council which would have been valid if that regulation had not been made. The Council, without prejudice to their general powers may in the name of and on behalf of the Community and from time to time at their discretion borrow any sum or sums of money for the purposes of the Community and that upon such terms and in such manner as they think fit.

## **SECRETARY**

29. The Secretary shall be appointed by the members of the Council for such term, at such remuneration and upon such conditions as they may think fit; and any Secretary so appointed may be removed by them.

30. The provisions of Section 177 and 179 of the Companies Act 1948 shall apply and be observed.

#### SEAL

31. The Seal of the Community shall not be affixed to any instrument except by the authority of a resolution of the Council and in presence of a member of the council and secretary of such other person as the Council may appoint for the purpose and that member of the Council and Secretary or other person as aforesaid shall sign every instrument to which the seal of the Community is so affixed in their presence.

32. The Community may make provision for exercising the powers of Section 35 of the Companies Act 1948 relating to the use of a seal aboard which powers the Council is hereby authorised to exercise.

33. The Council may meet together for the dispatch of business adjourn and otherwise regulate their meetings and proceedings as they think fit and may determine the quorum for the transaction of business but until otherwise determined by them three members shall be a quorum.

34. The continuing members of the Council may act, notwithstanding any vacancy in their body, but if their number is reduced below the number fixed by or pursuant to these Articles of Association of the Community as the necessary quorum of members the continuing members may act for the purpose of increasing the number of members to that number or of summoning a general meeting or of admitting additional members of the Community but for no other purpose.

35. A member of the Council may and the Secretary shall whenever required to do so by the Chairman or by two members of the Council convene a meeting of the Council. Two days notice at least shall be given of all meetings of the Council, except where all the members sign a shorter notice or are present at the meeting.

36. Questions arising at a meeting of the Council shall be decided by a majority of votes, each members having one vote. In the case of an equality of votes, the Chairman shall have a second or casting vote.

37. If at the time appointed for a meeting a quorum is not present or if the business of the meeting is not completed the meeting shall be adjourned to such day and time as those present may determine.

38. The Council may at their first meeting and thereafter at their first meeting after the ordinary general meeting of the Community in each year appoint a Chairman who shall hold office for a year, and shall be eligible for re-election, if any casual vacancy shall occur in the chairmanship the Council may fill the vacancy.

39. The Chairman shall be entitled to preside at all meetings of the Council at which he is present, but if not desiring to do so or in this absence those present shall elect a chairman of the meeting.

40. A minute signed by all the members of the Council or a minute of a meeting of the Council at which a quorum was not present signed by all the other members as concurring therein shall be equivalent to a resolution passed at a duly convened meeting of the Council at which a quorum was present.

#### COMMITTEES OF COUNCIL

41. The Council may appoint Committees consisting of at least two of their number and may

delegate to such Committees any of their powers and any Committees so formed shall in the exercise of the powers so delegated conform to any regulations (including the fixing of a quorum for its meetings) that may from time to time be imposed on them by the Council. In the absence of any contrary regulations by the Council, the foregoing Articles under the heading Proceedings of Council shall mutatis mutandis to the proceedings of such Committees.

#### BYE-LAWS

42. The Council shall have power from time to time to make and vary bye-laws for the efficient carrying on of the business and work of the Community and the oversight and control thereof and all homes and other premises belonging to the Community or under its control and to enforce due observance of same including the removal from the service of any employees or the removal from any of the homes or other premises of any inmate thereof provided that no bye-law so made shall have any validity or effect if it shall amount to such an alteration of or addition to these Articles as can only lawfully be made by special resolution.

#### ACCOUNTS AND AUDIT

43. The Council shall cause true accounts to be kept of the whole property and assets of the Community and of all sums received and expended by it.

44. The books and accounts of the Community shall be open to the inspection of the members of the Communities at all time during business hours subject to any reasonable restrictions as to the time and manner of inspecting the same which may from time to time be imposed by the Community in general meeting.

45. The appointment powers remuneration and duties of the auditors shall be regulated in accordance with Sections 159 to 163 of the Companies Act 1948 or any statutory modification thereof for the time being in force and for this purpose the said sections shall have effect as if the word "members" were substituted for "shareholders" and as if "first ordinary general meeting" were substituted for "statutory meeting" and as if the word "Council" were substituted for the word "Directors" where used in those sections.

46. A notice may be served by the Community upon any of its members either personally or by sending it through the post in a prepaid letter or circular addressed to the registered address of such member and any notice posted to a registered address shall be deemed to have been served at the expiration of seventy-two hours after posting and as regards those members who have no registered address in Great Britain a notice shall be deemed to be duly served at the expiration of twenty-four hours after it shall have been exhibited in the registered office; and in providing such service it shall be sufficient to prove that the letter containing the notice properly addressed and put into the Post Office.

#### INDEMNITY

47. The members of the council and the officers of the Community shall at all times be indemnified out of the funds of the Community against all outlays and liabilities which they may incur, or be put to in consequence of any act matter or thing done or permitted by them in or about the bona fide execution of the duties of their offices and each of them shall be chargeable only with such money as he may actually receive and shall not be answerable or accountable for any loss or losses which may arise from any investment of the funds of the Community nor for any errors neglect or omissions nor for the acts of any officers auditors or agents of the Community unless such loss be sustained through his own wilful act or default.

**COSTS**

48. The costs charges and expenses of and incidental to the preparation and execution of the Memorandum and Articles of the Community and the registration and establishment of the Community may be delayed out of the funds of the Community.

Names, Addresses and Descriptions of Subscribers.

H Berger

Cherry Orchards, Canford Lane

Westbury-on-Trym, Bristol, Curative teacher

Hette Berger

Cherry Orchards, Canford Lane, Westbury-on-Trym

Bristol

Curative teacher

Margaret Bucknall

Rosalee House 3 Hillside Coltham Hill Bristol

Nursery Class Teacher Bristol Waldorf School.

Justine M. Jurey

12, Great George St. Bristol. 1.

Student.

CD Grace

27 Upper Belgrave Road, Retired Teacher

Bristol BS8 2XL

Conor J. J. M. O.

Counselor, Campbell R. Park,  
Munster, Brecknock, Aberystwyth

J. H. W. Wood

Little Henbury -

Sturminster Marshall

NR. Wimborne - Dorset

DATED the

26th

day of

November

1977

WITNESS to the above Signatures :- Ralph J. Malphart

Cherry Orchards, Canford Lane, Westbury-on-Trym, Bristol. Curative Teacher.

Witness to the signature of DR T. NEITHS  
Margaret J. Rosenthal 'The Studio' 16 North Square, London N.W.

## THE COMPANIES ACTS 1948 TO 1976

Statement of first directors and  
secretary and intended situation  
of registered office

Pursuant to sections 21 and 23(2) of the Companies Act 1976

1

Please do not  
write in this  
binding marginPlease complete  
legibly, preferably  
in black type, or  
bold black lettering\* delete if  
inappropriate

Company number

1947568

41

Name of Company

CHERRY ORCHARDS (CANPHILL) COMMUNITY

Limited\*

The intended situation of the registered office of the company  
on incorporation is as stated belowCherry Orchards Canford Lane  
Westbury-on-Trym, Bristol AvonIf the memorandum is delivered by an agent for the subscribers of  
the memorandum, please mark 'X' in the box opposite and insert the  
agent's name and address below

X

British Company Registration Agents Limited  
of 38/40 Featherstone Street London EC1Y 8SJIf the spaces provided on page 2 are insufficient and use has been made  
of continuation sheets (see note 1), please enter in the box opposite  
the number of continuation sheets which form part of this statement

3

Presenter's ref:  
Telephone no:  
name and address:

CD 5992

For official use  
General section

Post room

BRITISH COMPANY REGISTRATION AGENTS LIMITED  
38/40 FEATHERSTONE STREET  
LONDON EC1Y 8SJ  
TEL: 01-251 0244

The name(s) and particulars of the person who is, or the persons who are, to be the first director or directors of the company are as follows:

Please do not write in this binding margin

**Important**  
The particulars to be given are those referred to in section 21(2)(a) of the Companies Act 1976 and section 200(2) of the Companies Act 1948. Please read the notes on page 4 before completing this part of the form.

Name (note 2) <i>H. Berger</i> <b>HARTMUT</b>	Business occupation <b>Creative Teacher</b>
Former name(s) (note 3)	Nationality <b>German</b>
Address (note 4) <b>"Cherry Orchards"</b> <b>Canford Lane, Westbury-on-Trym, Bristol</b>	Date of birth (where applicable) (note 6)
Particulars of other directorships (note 5)	
I hereby consent to act as director of the company named on page 1	
Signature <i>H. Berger</i>	Date <b>26-11-77</b>

Name (note 2) <b>Mette Berger</b>	Business occupation <b>Creative Teacher</b>
Former name(s) (note 3)	Nationality <b>Norwegian</b>
Address (note 4) <b>"Cherry Orchards"</b> <b>Canford Lane, Westbury-on-Trym, Bristol</b>	Date of birth (where applicable) (note 6)
Particulars of other directorships (note 5)	
I hereby consent to act as director of the company named on page 1	
Signature <i>M. Berger</i>	Date <b>26-11-77</b>

Name (note 2) <b>Morwenna Bucknall</b>	Business occupation <b>Nursery Class Teacher</b>
Former name(s) (note 3)	Nationality <b>English</b>
Address (note 4) <b>"Raphael House"</b> <b>3, Hillside, Cotham Hill, Bristol, 6</b>	Date of birth (where applicable) (note 6)
Particulars of other directorships (note 5)	
I hereby consent to act as director of the company named on page 1	
Signature <i>Morwenna Bucknall</i>	Date <b>26-11-77</b>



Please do not  
write in this  
binding margin

Continuation of the name(s) and particulars of the person who is, or the persons who are, to be the first director or directors of the company are as follows:

Name (note 2)	<del>G.D. Grace</del> CATHERINE DYMOND	Business occupation	Retired Loughor
Former name(s) (note 3)		Nationality	BRITISH.
Address (note 4)	27 Upper Belgrave Road Bristol 8.	Date of birth (where applicable) (note 6)	—
Particulars of other directorships (note 5)			
I hereby consent to act as director of the company named on page 1			
Signature	G.D. Cecce	Date	26-11-77

The name(s) and particulars of the person who is, or the persons who are, to be the first secretary, or joint secretaries, of the company are as follows:

#### Important

The particulars to be given are those referred to in section 21(2)(b) of the Companies Act 1976 and section 200(3) of the Companies Act 1948. Please read the notes on page 4 before completing this part of the form.

Name (notes 2 & 7)	TIMOTHY MILES DAVEY
Former name(s) (note 3)	
Address (notes 4 & 7)	12 GREAT GEORGE STREET BRISTOL 1.
I hereby consent to act as secretary of the company named on page 1	
Signature	Timothy M Davey
Date	26-11-77

Name (notes 2 & 7)	
Former name(s) (note 3)	
Address (notes 4 & 7)	
I hereby consent to act as secretary of the company named on page 1	
Signature	
Date	

Please do not  
write in this  
binding margin

THE COMPANIES ACTS 1948 TO 1976

Statement of first directors and  
secretary and intended situation  
of registered office

Continuation sheet No. 1.....  
to Form No. CF1

1347568

Please complete  
legibly, preferably  
in black type, or  
bold black lettering

delete if  
inappropriate

SHAW & SONS LIMITED  
Shaway House, Lower Sydenham, London SE26 5AE



LEWIS, COATES & LUCAS, LIMITED  
38-40 Featherstone Street, London EC1Y 8SJ

Name of Company

CHERRY ORCHARDS (CANPHILL) COMMUNITY Limited\*

Particulars of other directors (continued)

Name (note 2)	J. H. WOOD JACK HENRY WILLIAM	Business occupation	Retired
Former name(s) (note 3)		Nationality	BRITISH.
Address (note 4)	Little Henbury, Sturminster Marshall, Nr. Wimborne, Dorset.	Date of birth (where applicable) (note 6)	
I hereby consent to act as director of the company named on page 1			
Signature	J. H. Wood		Date 26-11-77

Particulars of other directorships

\*delete if  
inappropriate

continued overleaf\*

Please do not  
write in this  
binding margin

# THE COMPANIES ACTS 1948 TO 1976

## Statement of first directors and secretary and intended situation of registered office

Continuation sheet No. 2  
to Form No. CF1

Please complete  
legibly, preferably  
in black type, or  
bold black lettering

Name of Company

delete if  
inappropriate

SHAW & SONS LIMITED  
Shawway House, Lower Sydenham, London SE26 5AE



LEWIS, COATES & LUCAS, LIMITED  
38-40 Featherstone Street, London EC1Y 8SJ

\*delete if  
inappropriate

CHERRY ORCHARDS (CAIPHILL) COMMUNITY	Limited*
--------------------------------------	----------

### Particulars of other directors (continued)

Name (note 2)	TIMOTHY MILES DAVEY	Business occupation	SOLICITOR
Former name(s) (note 3)		Nationality	BRITISH
Address (note 4)	12, Great George Street, Bristol, 1.	Date of birth (where applicable) (note 6)	
I hereby consent to act as director of the company named on page 1			
Signature	Timothy M Davey		Date 26-11-77

### Particulars of other directorships

MILES JOHNS & CO. LIMITED  
BEECHWOOD HIPE LIMITED  
TREPRISK HOLDINGS LIMITED  
RIPPLE INVESTMENTS LIMITED  
131 REDLAND ROAD MANAGEMENT CO. LIMITED

continued overleaf\*

Please do not  
write in this  
binding margin

THE COMPANIES ACTS 1948 TO 1976

Statement of first directors and  
secretary and intended situation  
of registered office

Continuation sheet No. 3  
to Form No. CF1

1347568

Please complete  
legibly, preferably  
in black type, or  
bold black lettering

Name of Company

CHERRY ORCHARDS (CAMPHILL) COMMUNITY	Limited*
--------------------------------------	----------

Particulars of other directors (continued)

Name (note 2)	THOMAS WEIHS, M.D.	Business occupation	Psychiatric Consultant
Former name(s) (note 3)		Nationality	British
Address (note 4)	"St. John's Cottage"	Date of birth (where applicable) (note 6)	30.4.1914
	Murtle, Bielside, Aberdeen.		
I hereby consent to act as director of the company named on page 1		26/11/77	
Signature	Thomas Weihs	Date	3 Dec 1977

Particulars of other directorships

The Sheiling Curative Schools, Ringwood and Thornbury.  
The Templehill Community, Glenfarquhar Lodge, Auchenblae, Kincardineshire.  
Camphill Blair Drummond, Blair Drummond House, Nr. Stirling, Perthshire.  
Camphill Rudolf Steiner School, Murtle, Bielside, Aberdeen.

delete if  
inappropriate

SHAW & SONS LIMITED  
Shaway House, Lower Sydenham, London SE26 5AE



LEWIS, COATES & LUCAS, LIMITED  
38-40 Featherstone Street, London EC1Y 8SJ

\*delete if  
inappropriate

continued overleaf\*



## CERTIFICATE OF INCORPORATION

No. 1347568

I hereby certify that

**CHERRY ORCHARDS (CAMPBILL) COMMUNITY LIMITED**

is this day incorporated under the Companies Acts 1948 to 1976 and that the  
Company is Limited.

Given under my hand at Cardiff the

**12TH JANUARY 1978**

*D. A. Pendlebury*

D. A. PENDLEBURY

*Assistant Registrar of Companies*

## THE COMPANIES ACTS 1948 TO 1976

**A**Please do not  
write in this  
binding margin**Notice of new accounting reference  
date given during the course of an  
accounting reference period**

Pursuant to section 3(1) of the Companies Act 1976

**3**

For official use

Company number

7

1347568

Please complete  
legibly, preferably  
in black type, or  
bold block lettering

To the Registrar of Companies

Name of company

\*delete if  
inappropriateCHERRY ORCHARDS (CARPHILL) COMMUNITY  
Limited\***Note**Please read  
notes 1 to 5  
overleaf before  
completing this  
formhereby gives you notice in accordance with section 3(1) of the Companies Act 1976 that the  
company's new accounting reference date on which the current accounting reference period and  
each subsequent accounting reference period of the company is to be treated as coming, or as  
having come, to an end is as shown below:

Day Month

3 1 0 1

†delete as  
appropriateThe current accounting reference period of the company is to be treated as [shortened] [extended]†  
and [is to be treated as having come to an end] [will come to an end]† on

Day Month Year

3 1 0 1 1 9 8 3

See note 4(c) and  
complete if  
appropriateIf this notice states that the current accounting reference period of the company is to be extended,  
and reliance is being placed on section 3(6)(c) of the Companies Act 1976, the following statement  
should be completed:‡delete as  
appropriate

The company is a [subsidiary] [holding company]‡ of

, company number

the accounting reference date of which is

§delete as  
appropriateSigned [Signature] [Director] [Secretary] §Date 8.6.82Presenter's name, address and  
reference (if any):

For official use

General section

Post room



# STATEMENT BY PERSON CEASING TO HOLD OFFICE AS AUDITOR

.....

Pursuant to Section 394 of the Companies Act 1985  
as inserted by Section 123 of the Companies Act 1989

COMPANY NUMBER.....1344568.....

Name of Company: Cherry Orchards (C) Comm Ltd

Registered Office: CANFORD LANE.....WESTBURY-ON-TRYM,.....  
.....BRISTOL BS9 3PF.....

WE, ACKLANDS BUNKER, 19 Orchard Street, Bristol. BS1 5EG hereby give notice in  
accordance with Section 394 of the Companies Act 1985 that

We confirm that in connection with our ceasing to hold office on 17 June 1994 there are  
no circumstances which we consider should be brought to the notice of members or  
creditors of the company.

SIGNED.......... DATE: 28 June 1994.



\*ALUE8333\*

A22 RECEIPT DATE: 20/07/94