

Company No: 01961978

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

ST. EDWARD'S SCHOOL CHELTENHAM TRUST ("the Company")

By a Resolution in writing signed on 12th October 2016 pursuant to Chapter 2 of Part 13 of the Companies Act 2006 by 75% of the members for the time being entitled to receive notice to attend and vote at General Meetings of the Company the following **SPECIAL RESOLUTION** was duly passed -

SPECIAL RESOLUTION

THAT

The Regulations contained in the document attached to this written resolution be adopted as the Articles of Association of the Company in substitution for and to the entire exclusion of the existing Articles of Association

Dated 12.10 2016

Signed 
~~Company Secretary~~/Director




Company Number: 01961978

THE COMPANIES ACT 1985
COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION OF
ST. EDWARD'S SCHOOL CHELTENHAM TRUST

Incorporated on 20 November 1985
Adopted by Special Resolution passed on 12th October 2016



SUSAN J HONEYWILL

12.10.16

THE COMPANIES ACT 1985

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION OF

ST. EDWARD'S SCHOOL CHELTENHAM TRUST

As adopted by Special Resolutions passed, on 26th January 2007, and last amended by Special Resolution passed on 16th March 2016

GENERAL

- 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 -

Words	Meanings
the Act	The Companies Act 2006 and any statutory re-enactment or amendment thereof
the Carmelite Order	The British Province of the Roman Catholic Order of Friars known as the Order of Carmelites
the Charities Act	The Charities Act 2011 and any statutory re-enactment or amendment thereof
Conflicted Trustee	A Trustee in respect of whom a conflict of interest arises or may reasonably arise because the Conflicted Trustee or a Connected Person is receiving or stands to receive a benefit (other than payment of a premium for indemnity insurance) from the Charity
Connected Persons	In relation to a Trustee, a person with whom the Trustee shares a common interest such that he/she may reasonably be regarded as benefiting directly or indirectly from any material benefit received by that person, being either a member of the Trustee's family or household or a person or body who is a business associate of the Trustee, and (for the avoidance of doubt) does not include a company with which the Trustee's only connection is an interest consisting of no more than 1% of the voting rights
indemnity insurance	Has the meaning prescribed by the Charities Act
Material Benefit	A benefit, direct or indirect, which may not be financial but has a monetary value
Month	Calendar Month

these Presents	The Articles of Association and the regulations of the Trust from time to time in force
a Pupil	A child admitted to the School as a pupil following registration as such
Roman Catholic	In communion with the See of Rome
the Seal	The Common Seal of the Trust
the School	St Edward's School Cheltenham
the Trust	The above-named Company
Trustee or the Trustees	A Trustee or the Trustees for the time being of the Trust as constituted under these presents
the United Kingdom	Great Britain and Northern Ireland
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 the Charities Act or any statutory modification thereof in force at the date on which these presents become binding on the Trust shall, if not consistent with the subject or context, bear the same meanings in these presents

NAME AND REGISTERED OFFICE

2 The name of the Company (hereinafter, called "the Trust") is "ST EDWARD'S SCHOOL CHELTENHAM TRUST"

3 The Registered Office of the Trust will be situated in England

OBJECTS

4 The object for which the Trust is established is to promote and provide for such charitable works wheresoever and whatsoever as advance the Roman Catholic religion and in particular but without prejudice to the generality of the foregoing to acquire provide conduct and develop an independent Roman Catholic School or schools for the advancement of the education of children of any creed (with preference to children of the Roman Catholic faith) PROVIDED THAT in this memorandum the expression "Roman Catholic" shall indicate communion with the See of Rome

5 For the purpose of attaining the foregoing objects but not further or otherwise the Trust shall have the following powers -

5 1 to carry on a School in pursuance of the main object hereof under the name of St Edward's School Cheltenham ("the School")

5 2 to institute establish contribute towards and administer Scholarships, Bursaries, Grants, Awards and other benefactions tenable at the School

- 5 3 to purchase, take on lease or in exchange, hire or otherwise acquire any property (whether real or personal and whether in the United Kingdom or elsewhere) which may be deemed necessary or convenient for any of the purposes of the Trust
- 5 4 to construct, maintain and alter any hostels, houses, buildings, or works necessary or convenient for the purposes of the Trust and to furnish and to fit out with all necessary furniture and other equipment such buildings as may from time to time be required for the purposes of the Trust
- 5 5 to take any gift of property, whether subject to any special trust or not, for any one or more of the objects of the Trust
- 5 6 to take such steps by personal or written appeals, public meetings, or otherwise, as may from time to time be deemed expedient for the purpose of procuring contributions to the funds of the Trust in the shape of donations, annual subscriptions, or otherwise, provided that the Trust shall not undertake any permanent trading other than through a subsidiary company in raising funds for its charitable objects
- 5 7 to print and publish any newspapers, periodicals, books or leaflets that the Trust may think necessary for the promotion of its objects
- 5 8 subject to such consents as shall be required by law to sell, manage, lease, mortgage, dispose of, or otherwise deal with all or any part of the property of the Trust
- 5 9 subject to such consents as shall be required by law to borrow and raise money and to charge its property or any part thereof in any circumstances and upon such terms and conditions as the Trust may think fit
- 5 10 to invest the monies of the Trust not immediately required for its purposes in or upon such investments, securities or property as the Trustees (meaning in this Memorandum the persons holding such office as constitute Trustees under the provisions of Article {} 35 of these Articles of Association) shall think fit
- 5 11 to undertake and execute any charitable trusts which may seem directly or indirectly conducive to any of the objects of the Trust, and to subscribe to any local or other charities, and to grant donations for any similar charitable purpose
- 5 12 to make all reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees and their widows and other dependants
- 5 13 to establish and support, and to aid in the establishment and support of, any other charitable associations formed for all or any of the objects of this Trust
- 5 14 to amalgamate with any charitable companies, institutions, societies or association having objects altogether or in part similar to those of this Trust
- 5 15 to purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagements of any one or more of the companies, institutions, societies or associations with which this Trust is authorised to amalgamate
- 5 16 to establish or acquire subsidiary companies
- 5 17 to transfer all or any part of the property, assets, liabilities and engagements of this Trust to any one or more of the charitable companies, institutions, societies or associations with which this Trust is authorised to amalgamate
- 5 18 to pay all costs charges and expenses preliminary or incidental to the promotion formation establishment and incorporation of the Trust
- 5 19 to make, amend, revoke or agree to the making amendment or revocation of any instrument, articles or rules of government in connection with any School

- or Schools and to appoint or dismiss governors or other officers thereof and to do all such things as may be required by statute or registration relating thereto
- 5 20 to do all such other lawful things as are necessary for the attainment of the above objects or any of them
- 5 21 to enter into guarantees, contracts of indemnity and suretyships of all kinds and to secure and guarantee in any manner upon any terms the payment of any sum of money or the performance of any obligation by any person, firm or company
- 5 22 to provide indemnity insurance to cover the liability of the Trustees which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Charity provided that any such insurance or indemnity shall not extend to any claim arising from any act or omission which the Trustees knew to be a breach of trust or breach of duty or which was committed by the Trustees in reckless disregard to whether it was a breach of trust or breach of duty or not and provided also that any insurance shall not extend to the costs of any unsuccessful defence to a criminal prosecution brought against the Trustees in the capacity as trustees of the Charity

PROVIDED that -

- 5 23 In case the Trust shall take or hold any property which may be subject to any trusts, the Trust shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts
- 5 24 The objects of the Trust shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers
- 5 25 In case the Trust shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales, 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 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 or authority exercisable by the Chancery Division, or the Charity Commissioners over the Trustees but they shall as regards any such property be subject jointly and separately to such control or authority as if the Trust were not incorporated
- 5 26 Sub-clauses 5 10, 5 13, 5 14, 5 15 and 5 17 of this Clause may not be exercised and no alteration or amendment may be made thereto without the express written consent of the Institute Charity (as defined by Clause 8 hereof)
- 6 The income and property of the Trust whencesoever derived, shall be applied solely towards the promotion of the object 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 Members of the Trust and no Trustee shall be appointed to any office of the Trust paid by salary or fees PROVIDED that nothing herein shall prevent the payment in good faith by the Trust -
 - 6 1 of reasonable and proper remuneration to any member, officer or servant or employee of the Trust (not being a Trustee) for any serviced rendered to the Trust
 - 6 2 of interest on money lent by any member of the Trust or any of its Trustees at

- a rate per annum not exceeding 2% less than the annual percentage rate of interest for the time being at which deposits in sterling are offered by prime banks in the London interbank market
- 6 3 of reasonable and proper rent for premises demised or let by any member of the Trust or any of its Trustees
- 6 4 of fees remuneration or other benefit in money or money's worth to a company of which any of the Trustees may be a member holding not more than one-hundredth part of the capital of that company
- 6 5 to any of its Trustees of reasonable out of pocket expenses
- 6 6 to any Trustee for the time being hereof being a solicitor or other person engaged in any profession for all usual professional or other reasonable charges for work done by him or his firm in connection with the execution of the trusts hereof
- 6 7 of any premium in respect of any indemnity insurance to cover the liability of the Trustees which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Charity provided that any such insurance shall not extend to any claim arising from any act or omission which the Trustees knew to be a breach of trust or breach of duty or which was committed by the Trustees in reckless disregard to whether it was a breach of trust or breach of duty or not and provided also that any such insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the Trustees in their capacity as trustees of the Charity
- 7 The liability of the Members is limited
- 8 Every Member of the Trust undertakes to contribute to the assets of the Trust in the event of the same being wound up while he is a Member, or within one year after he ceases to be a Member, for payment of the debts and liabilities of the Trust contracted before he ceases to be a Member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding £1
- 9 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 members 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, be given or transferred to the trustees for the time being of the charity for Roman Catholic purposes administered in connection with the Anglo-Hibernian Province of the Congregation of La Sainte Union des Sacres Coeurs which charity (hereinafter called "the Institute Charity") is presently registered with the Charity Commission under number 233872 and is regulated by a Declaration of Trust made on the 10th November 1964 for such charitable purposes connected with the advancement of the Roman Catholic Religion as the trustees for the time being of the Institute Charity shall think fit but if the Institute Charity shall have ceased to exist or shall have ceased to carry on direct or support any charitable work then for such lawful charitable purposes connected with the advancement of the Roman Catholic Religion as the Trustees shall decide
- 10 True accounts shall be kept of the sums of money received and expended by the Trust and the matter in respect of which such receipts and expenditure take place, of all sales and purchases of goods or services 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 Members 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 statutory auditors as defined by S 1210 of the Act

- 11 No addition alteration or amendment shall be made to or in the provisions of Clause 9 of these Articles of Association without the consent in writing of the Trustees for the time being of the Institute Charity

MEMBER

- 12 The number of members of the Trust shall not exceed 50
- 13 Not less than 50 per cent of the individual members shall be practising Roman Catholics or in the event that there shall be any doubt as to whether any of such persons is a practising Roman Catholic then such persons shall (in addition to those who are practising Roman Catholics) be such persons who the Trustees may determine (acting reasonably) to have either a Catholic background or upbringing
- 14 Subject to Article 13 hereof members shall be such persons as shall be nominated by the Trustees and approved by the Members of the Trust at its Annual General Meeting or at an Extraordinary General Meeting called for the purpose of approving new members A person who has ceased to be a member by virtue of the provisions of Articles 15 1 and 15 2 shall be eligible for further nomination and approval
- 15 A person shall cease to be a member -
- 15 1 by resignation given by notice in writing to the Trust
- 15 2 if he shall not send a reply within three months after a notice has been sent to him by the Trust or the Secretary to the Trust asking him if he is desirous of resigning
- 15 3 on death or in the case of a corporate member on dissolution
- 16 Not Used
- 17 No right or privilege of a member shall be in any way transferable or transmissible and all such rights and privileges shall cease upon the member ceasing to be such whether by death dissolution retirement resignation expiry of period of membership or otherwise

BENEFITS AND CONFLICTS

- 18 The property and funds of the Trust must be used only for promoting the object of the Trust and do not belong to the Members but
- 18 1 Members who are not Trustees or Connected Persons may be employed by or enter into contracts with the Trust and receive reasonable payment for goods or services supplied, and
- Subject to compliance with Article 21
- 18 2 Members, Trustees and Connected Persons may be paid interest at a reasonable rate on money lent to the Trust,
- 18 3 Members, Trustees and Connected Persons may be paid a reasonable rent or hiring fee for property let or hired to the Trust, and
- 18 4 Members, Trustees and Connected Persons may receive charitable benefits on the same terms as any other beneficiaries of the Charity
- 19 A Trustee must not receive any payment of money or other Material Benefit (whether directly or indirectly) from the Trust except
- 19 1 as mentioned in Articles 18 or 20,

- 19 2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Trust,
- 19 3 the benefit of indemnity insurance as permitted by the Charities Act,
- 19 4 an indemnity in respect of any liabilities properly incurred in running the Trust (including the costs of a successful defence to criminal proceedings),
- 19 5 in exceptional cases, other payments or benefits (but only with the written consent of the Charity Commission in advance and where required by the Act the approval or affirmation of the Members)
- 20 No Trustee or Connected Person may be employed by the Trust except in accordance with Article 19 5, but any Trustee or Connected Person may enter into a written contract with the Trust, as permitted by the Charities Act, to supply goods or services in return for a payment or other material benefit but only if
 - 20 1 the goods or services are actually required by the Trust, and the Trustees decide that it is in the best interests of the Trust to enter into such a contract,
 - 20 2 the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in Article 21, and
 - 20 3 no more than half of the Trustees are subject to such a contract in any financial year
- 21 Subject to Clause 22, any Trustee who becomes a Conflicted Trustee in relation to any matter must
 - 21 1 declare the nature and extent of his or her interest before discussion begins on the matter,
 - 21 2 withdraw from the meeting for that item after providing any information requested by the Trustees,
 - 21 3 not be counted in the quorum for that part of the meeting, and
 - 21 4 be absent during the vote and have no vote on the matter
- 22 When any Trustee is a Conflicted Trustee, the Trustees who are not Conflicted Trustees, if they form a quorum without counting the Conflicted Trustee and are satisfied that it is in the best interests of the Trust to do so, may by resolution passed in the absence of the Conflicted Trustee authorise the Conflicted Trustee, notwithstanding any conflict of interest or duty which has arisen or may arise for the Conflicted Trustee, to
 - 22 1 continue to participate in discussions leading to the making of a decision and/or to vote, or
 - 22 2 disclose to a third party information confidential to the Trust, or
 - 22 3 take any other action not otherwise authorised which does not involve the receipt by the Conflicted Trustee or a Connected Person of any payment or material benefit from the Trust, or
 - 22 4 refrain from taking any step required to remove the conflict
- 23 This provision may be amended by special resolution but, where the result would be to permit any material benefit to a Trustee or Connected Person, only with the prior written consent of the Charity Commission

GENERAL MEETINGS

- 24 The Trust shall in each year hold a General Meeting as its Annual General Meeting in addition to any other meetings that may be held in that year and shall specify the

meeting as such in the notices calling it and not more than 15 months shall elapse between the date of one Annual General Meeting of the Trust and that of the next. The Annual General Meeting shall be held at such time and place as the Trustees shall appoint

- 25 All General Meetings, other than Annual General Meetings shall be called Extraordinary General Meetings
- 26 The Trustees may whenever they think fit and they shall upon a requisition made by fifty per cent of the members convene an Extraordinary General Meeting or in default such a meeting may be convened by any such requisitionists as is provided in Sections 303-305 of the Act. If at any time there is not in the United Kingdom sufficient Trustees to form a quorum any Trustee or any two members of the Trust may convene an Extraordinary General Meeting in the same manner as nearly as possible in the same manner as that in which meetings may be convened by the Trustees
- 27 Any requisition made by Trustees or members shall express the object of the meeting proposed to be called and shall be left at the registered office of the Trust
- 28 Upon receipt of such requisition the Trustees shall forthwith proceed to convene a General Meeting. If they do not proceed to convene the same within 21 days from the date of the requisition the requisitionists may themselves convene a meeting
- 29 An Annual General Meeting and a meeting called for the passing of a Special Resolution of the Trust shall be called by 21 days' notice in writing at the least and a meeting of the Trust other than an Annual General Meeting or a 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 specify 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 the manner hereinafter mentioned or in such other manner if any as may be prescribed by the Trust in General Meeting to such persons as are under these Articles entitled to receive such notices from the Trust. Provided that a meeting of the Trust 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
 - 29 1 in the case of a meeting called as the Annual General Meeting by all the members entitled to attend and vote thereat, and
 - 29 2 in the case of any other meeting by a majority in number of the members having a right to attend and vote at the meeting being a majority together representing not less than ninety-five per cent of the total voting rights at that meeting of all the members
- 30 The accidental omission to give notice of a meeting to or on the non-receipt of a notice of a meeting by any person entitled to receive notice shall not invalidate the proceedings at that meeting

PROCEEDINGS AT GENERAL MEETINGS

- 31 All business that is transacted at an Extraordinary General Meeting and all that is transacted at an Annual General Meeting shall be deemed special with the exception of the consideration of the accounts, balance sheets and the annual report of the Trustees and the report of the Auditors the election of Trustees in the place of those retiring and the appointment and the remuneration of the Auditors
- 32 No business shall be transacted at any General Meeting unless a quorum is present at the commencement of business. Save as otherwise herein provided five members present in person or by proxy shall be a quorum
- 33 If within an hour from the time appointed for the meeting a quorum is not present the meeting if convened upon the requisition of Trustees or members shall be dissolved

In any other case it shall stand adjourned to the same day in the following week at the same time and place or to such other day and at such other time and place as the Trustees may determine

- 34 The Chairman (if any) of the Trustees shall preside as Chairman at every general Meeting of the Trust or if there is not such Chairman or if he shall not be present within fifteen minutes after the time appointed for the holding of the meeting or is unwilling to act the Trustees present shall elect one of their number to be Chairman of the meeting
- 35 If at any meeting no Trustee is willing to act as Chairman or if no Trustee is present within fifteen minutes after the time appointed for holding the meeting the members present shall choose one of their number to be Chairman of the meeting
- 36 The Chairman may with the consent of the meeting (and shall if so directed by the meeting) adjourn any meeting from time to time and from place to place but no business shall be transacted at any adjourned meeting other than business left unfinished at the meeting from which the adjournment took place
- 37 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 members present in person, or by proxy, or by a member or members present in person or by proxy and representing one-tenth of the total voting rights of all the members having the right to vote at the meeting, and unless a poll be so demanded a declaration of the Chairman of the meeting that a resolution has been carried, or carried unanimously or by a particular majority, or lost, or not carried 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
- 38 Subject to the provisions of Article 33, 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
- 39 No poll shall be demanded on the election of a Chairman of a meeting or on any question of an adjournment
- 40 The demand for 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 MEMBERS

- 41 Subject as hereinafter provided, every Member shall have one vote
- 42 Save as herein expressly provided, no Member other than a Member duly registered, who shall have paid every sum (if any) which shall be due and payable to the Trust in respect of his membership, shall be entitled to vote on any question either personally or by proxy, or as a proxy for another Member, at any General Meeting
- 43 Votes may be given on a poll either personally or by proxy On a show of hands a Member 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 323 of the Act A proxy need not be a Member
- 44 The instrument appointing a proxy shall be in writing under the hand of the appointor or his attorney duly authorised in writing or, if such appointor is a corporation, under its Common Seal, if any, if none, then under the hand of some officer duly authorised in that behalf
- 45 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 forty-eight 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 twenty-four 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.

46 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.

47 Any instrument appointing a proxy shall be in the following form or as near to thereto as circumstances will admit -

I
of
a Member of the 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 at every adjournment thereof

SIGNED

DATE:

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

THE TRUSTEES

48 The body of Trustees of the Trust shall consist of not more than 17 persons each of whom shall be elected by the Trust at the Annual General Meeting of the Trust to serve for a period of three years or less as may be determined at the time of election. At least one third of all Trustees shall retire at each Annual General Meeting and seek re-election if appropriate.

49 Save in exceptional circumstances a Trustee can serve a maximum of three terms of three years except for the Chairman and Vice Chairman who may serve an additional two terms of three years in addition to their allowance as Trustees.

50 The first Trustees of the Trust shall be elected by the Members each of whom shall be entitled to hold office until the end of the first Annual General Meeting of the Trust.

51 A Trustee shall vacate office if he -

51 1 ceases to be or is prohibited from being a Trustee by virtue of any provision of the Act relating to the disqualification of directors, or

51 2 becomes bankrupt or makes any arrangement or composition with his creditors generally, or

51 3 becomes incapable by reason of mental disorder within the meaning of the Mental Health Act 1983 (as amended) of exercising his functions as such member, or

- 51 4 resigns his office by notice in writing to the Trust; or -
- 51 5 shall have been absent without permission of the Trustees from three consecutive meetings of the Trustees and the Trustees resolve that the office of such Trustee shall be so vacated
- 51 6 is removed from office by a resolution duly passed by virtue of S 168 of the Act
- 52 Upon the occurrence of a casual vacancy among the Trustees the remaining Trustees may appoint a new Trustee to fill such casual vacancy and to hold office until the end of the next following Extraordinary General Meeting or Annual General Meeting of the Trust
- 53 Any General Meeting may by an ordinary resolution of which special notice has been duly given remove any Trustee before the expiration of his period of office, if any such Trustee be removed the members may at such meeting appoint another person as a Trustee in his place who shall hold office during such time as the removed Trustee would have done if he had not been removed
- 54 The Trustees shall be entitled to be repaid all reasonable expenses properly incurred by them in attending and returning from meetings of the Trustees or general meetings of the Trust or in connection with the business of the Trust
- 55 At least one of the Trustees shall be approved by the Provincial of the Carmelite Order

POWERS AND PROCEEDINGS OF THE BOARD OF TRUSTEES

- 56 The business of the Trust shall be managed by the Trustees who may exercise all such powers of the Trust as are not by the Acts or by these Articles required to be exercised by the Trust in general meeting and the exercise of the said powers shall be subject also to the control and regulation of any general meeting of the Trust but no resolution of the Trust in general meeting shall invalidate any prior act of a Trustee which would have been valid if such resolution had not been passed
- 57 The Trustees may meet together for the despatch of business adjourn and otherwise regulate their meetings as they think fit Questions arising at any meeting shall be decided by a majority of votes In the case of an equality of votes the Chairman shall have a second or casting vote A Trustee may and the Secretary on the requisition of a Trustee shall at any time summon a meeting of the Trustees
- 58 A meeting of the Trustees may be held either in person or by suitable **electronic means** agreed by the Trustees in which all participants may communicate with all the other participants
- 59 The quorum necessary for the transaction of the business of the Trustees shall be five Trustees present
- 60 The continuing Trustees may act notwithstanding any vacancy in their body but if and so long as their number is reduced below the number fixed by or pursuant to the Articles of the Trust as the necessary quorum of Trustees the continuing Trustees or Trustee may act for the purpose of increasing the number of Trustees to that number or of summoning a general meeting of the Trust but for no other purpose
- 61 The Trustees may elect a Chairman of their meetings and determine the period for which he is to hold office, but if no such Chairman is elected or if at any meeting the Chairman is not present within five minutes after the time appointed for holding the same the Trustees present may choose one of their number to be Chairman of the meeting
- 62 A resolution in writing signed by all the Trustees for the time being entitled to receive notice of a meeting of the Trustees shall be as valid and effectual as if it had been passed at a meeting of the Trustees duly convened and held

- 63 In addition to all powers hereby expressly conferred upon them and without detracting from the generality of their powers under these Articles the Trustees shall have the following powers namely -
- 63 1 to expend the funds of the Trust in such manner as they shall consider most beneficial for the purposes of the Trust and to invest in the name of the Trust or in the names of nominees such part thereof as they may see fit and to direct the sale or transposition of any such investments and to expend the proceeds of any such sale for the purposes of the Trust,
 - 63 2 to determine all fees payable in respect of pupils or prospective pupils,
 - 63 3 to acquire in the name of the Trust, build upon, pull down, rebuild, add to, alter, repair, improve, sell or dispose of or otherwise deal with any land, buildings, premises or other property for the use of the Trust,
 - 63 4 to enter into contracts on behalf of the Trust,
 - 63 5 to borrow money upon the security of the property of the Trust and to grant or direct to be granted mortgages for securing the same,
 - 63 6 generally to do all things necessary or expedient for the due conduct of the affairs of the Trust not herein otherwise provided for
- 64 All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for money paid to the Trust shall be signed drawn and accepted, endorsed or otherwise executed as the case may be in such manner as the Trustees shall from time to time by resolution determine
- 65 The Trustees shall cause minute books to be kept of the proceedings at General Meetings of the Trust and of meetings of the Trustees, and shall cause entries to be made therein of all resolutions put to the vote and of the result of the voting and any such minutes signed by the Chairman or by another Trustee present at the meeting shall be sufficient evidence of the due passing of any resolution and of the amount of the majority voting in favour thereof

SECRETARY

- 66 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 Section 270(3), 274 and 280 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 appointed may act in place of the Secretary if there be no Secretary or no Secretary capable of acting PROVIDED THAT if the Trustees appoint a Secretary from among themselves he shall not receive any remuneration out of the funds of the Trust

THE SEAL

- 67 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 two Trustees or of a Trustee and the Secretary, and the said Trustee or 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

ACCOUNTS

- 68 The Trustees shall cause proper books of account to be kept in accordance with the

provisions of Section 386 of the Act

- 69 The books of account shall be kept at the Office, or subject to Section 388 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
- 70 The Trust in General Meeting may from time to time impose reasonable restrictions as to the time and manner of the inspection by the Members, other than 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 Members at all reasonable times during business hours
- 71 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 date not more than seven months before such meeting together with a proper balance sheet made up as 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

AUDIT

- 72 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
- 73 Auditors shall be appointed and their duties regulated in accordance with S 498 of the Act

NOTICES

- 74 A notice may be served by the Trust upon any Member either personally or by sending it through the post in a prepaid letter, addressed to such Member at his registered address as appearing in the Register of Members
- 75 Any Member described in the Register of Members 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 notice served upon him at such address, but save as aforesaid and as provided by the Act, only those Members who are described in the Register of Members by an address within the United Kingdom shall be entitled to receive notices from the Trust
- 76 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

INDEMNITY

- 77 Subject to the provisions of the Act, the Trustees and every officer or servant of the Trust shall be indemnified out of the funds of the Trust against all costs, charges, losses, damages and expenses which they shall respectively incur or be put to on

account of any act, deed, matter or thing which shall be executed, done or permitted by them respectively in or about the bona fide execution of their respective offices, and shall be reimbursed by the Trust all reasonable expenses incurred by them in or about any legal proceedings or arbitration on account of the Trust or otherwise in the execution of their respective offices

ADMISSION OF PUPILS/RELIGIOUS WORSHIP

- 78 The Trustees shall ensure that a child of any denomination or creed shall be eligible for admission to the School but preference shall be given to Roman Catholic children
- 79 The Trustees shall ensure that the nature and character of the religious education and worship that shall be given at the School shall be in accordance with the practices of the Roman Catholic Church whilst at the same time respecting, recognising and acknowledging the practices of other Christian religious denominations and fostering a positive ecumenical approach in accordance with the Gospel and the directives of the said Roman Catholic Church

CARE OF PREMISES

- 80 The Trustees shall ensure (so far as the approved budgets, if any, so enable them) that the School premises are kept in good repair and condition and that the furnishings and equipment are suitable and adequate and that the School premises furnishings and equipment are adequately insured

ADVISORY COMMITTEE AND RULES

- 81 The Trustees may appoint an Advisory Committee or Committees which shall consist of such persons as the Trustees may nominate and may delegate to such Committees such powers and duties as the Trustees may from time to time determine subject always to the over-riding authority of the Trustees
- 82 The Trustees may make such regulations as may be necessary for the conduct of the Trust and the exercise of their duties