

Company Number: 2683033

The Companies Act 2006

Company Limited By Guarantee and Not Having a Share Capital

Written special resolution of

Trinity College London ("the Company")

Circulation date: 3 March 2010

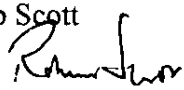
Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the trustees of the Company propose that the following resolutions are passed as special resolutions

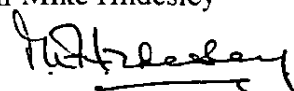
- 1 That the draft Articles of Association attached to this written special resolution be and are hereby adopted as the Articles of Association of the Company in substitution for, and to the exclusion of the Company's existing Articles of Association
2. That the existing Memorandum of Association of the Company be amended and restated such that it conforms with the draft Memorandum of Association attached to this written special resolution

Agreement

Please read the notes at the end of this document before signifying your agreement to the resolution

We the undersigned, being members of the Company entitled to vote on the resolution on the date indicated below, hereby irrevocably agree to the special resolutions set out herein

Name Sir Bob Scott
Signed 
Date 10.3.2010

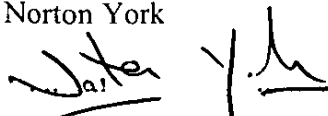
Name Mr Mike Hildesley
Signed 
Date 10th March 2010



Name

Mr Norton York

Signed

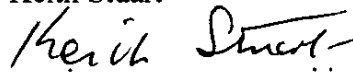

10 - 3 - 2010

Date

Name

Sir Keith Stuart

Signed



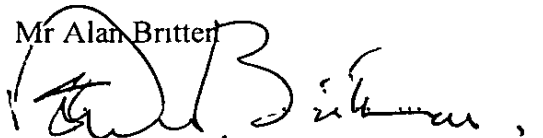
Date

... 10. 3. 2010

Name

Mr Alan Britten

Signed

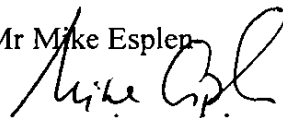

10th March 2010

Date

Name

Mr Mike Esplen

Signed



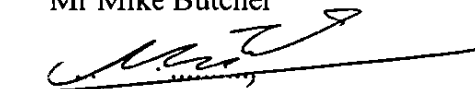
Date

.. .. 10. 03. 10

Name

Mr Mike Butcher

Signed



Date

10. 3. 10

NOTES

If you agree with the Resolution, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods

- **By Hand** delivering the signed copy to Fiona Butcher at Trinity College London 89 Albert Embankment London SE1 7TP
- **Post** returning the signed copy by post to Fiona Butcher, Trinity College London 89 Albert Embankment London SE1 7TP
- **Fax** faxing the signed copy to Fiona Butcher 020 7820 6161 marked "For the attention of Fiona Butcher"
- **E-mail** by attaching a copy of the signed document (signed either by inserting your signature by hand or by typing your name into the document) to an e-mail and sending it to Fiona.butcher@trinitycollege.co.uk Please enter "Written resolutions dated 3 March 2010" in the e-mail subject box

If you do not agree to the Resolution, you do not need to do anything. You will not be deemed to agree if you fail to reply

- 2 Once you have indicated your agreement to the Resolution, you may not revoke your agreement
- 3 Unless, by 31 March 2010, sufficient agreement has been received for the Resolution to pass, it will lapse. If you agree to the Resolution, please ensure that your agreement reaches us before or during this date
- 4 If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document

Annex 1: Draft revised Memorandum of Association of the Company

Annex 1: Draft revised Articles of Association of the Company

Company number: 2683033

ARTICLES OF ASSOCIATION

OF

TRINITY COLLEGE LONDON

Incorporated the 31 day of January 1992

as amended by Special Resolutions passed on 11.06.97, and 4.07.02

and 10.03.10

**Bates Wells & Braithwaite London LLP
2-6 Cannon Street
London EC4M 6YH**

THE COMPANIES ACT 1985 TO 2006

COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

OF

TRINITY COLLEGE LONDON

Defined Terms

- 1 The interpretation of these Articles is governed by the provisions set out in the Schedule at the end of the Articles

Name

- 2 The Company's name is "TRINITY COLLEGE LONDON"

Registered Office

- 3 The Company's registered office is to be situated in England and Wales

Objects

- 4 The Company is established to advance education for the public benefit, in particular but without limitation, by promoting education, instruction and educational assessment in
- 4 1 performance and creative arts, and
- 4 2 language and communication

Powers

- 5 In furtherance of the said object, but not further or otherwise the Company shall have power -
- 5 1 To conduct examinations, moderations, systems of graded standards or other assessments ("examinations") in the performance and creative arts and languages and communication.
- 5 2 To carry out the validation of teacher and other training courses and conduct examinations of trainees on such courses
- 5 3 To organise, conduct and assist in the provision of examinations both in the United Kingdom and overseas

- 5 4 To organise and conduct courses leading to the award of qualifications in respect of the performance and creative arts, languages and communication
- 5 5 To collect and disseminate information relating to the foregoing objects and exchange such information with other bodies having similar objects and specifically but not exclusively
 - 5 5 1 to cause to be written and printed or otherwise originated or reproduced, and to be published or circulated, any newspapers, periodicals, magazines, books, pamphlets, leaflets or other documents or films or recorded tapes or any, electronic, or other form of media whether now in existence or subsequently coming into existence,
 - 5 5 2 to arrange or provide for or join in arranging or providing for the holding of exhibitions, meetings, lectures, classes, seminars and training courses,
 - 5 5 3 to bring together in conference representatives of voluntary organisations, government departments, statutory authorities and individuals,
 - 5 5 4 to provide evidence for government and other enquiries
- 5 6 Subject to such consents as may be required by law to borrow and raise money for the furtherance of the objects of the Company in such manner and on such security as the Company may think fit
- 5 7 To raise funds and to invite and receive contributions from any person or persons whatsoever by way of subscription, donation or otherwise provided that this shall be without prejudice to the ability of the Company to disclaim any gift, legacy or bequest in whole or in part in such circumstances as the Company may think fit
- 5 8 To lend money and give credit to, to take security for such loans or credit from, and to guarantee and become or give security for the performance of contracts and obligations by, any person or company
- 5 9 To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, and other negotiable, transferable, or mercantile instruments
- 5 10 To subscribe for either absolutely or conditionally or otherwise acquire and hold shares, stocks, debentures, debenture stock or other securities or obligations of any other company
- 5 11 To invest the monies of the Company not immediately required for the furtherance of its objects in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may be for the time being imposed or required by law
- 5 12 To set aside funds for special purposes or as reserves against future expenditure
- 5 13 To delegate the management of investments to a financial expert or experts provided that

- 5 13 1 the investment policy is set down in writing for the financial expert or experts by the Governors,
- 5 13 2 every transaction is reported promptly to the Governors,
- 5 13 3 the performance of the investments is reviewed regularly by the Governors,
- 5 13 4 the Governors are entitled to cancel the delegation arrangement at any time,
- 5 13 5 the investment policy and the delegation arrangements are reviewed at least once a year,
- 5 13 6 all payments due to the financial expert or experts are on a scale or at a level which is agreed in advance and are notified promptly to the Governors on receipt, and
- 5 13 7 the financial expert or experts may not do anything outside the powers of the Governors
- 5 14 To arrange for investments or other property of the Company to be held in the name of a nominee or nominees (being a corporate body registered or having an established place of business in England and Wales) under the control of the Governors or of a financial expert or experts acting under their instructions and pay any reasonable fee required
- 5 15 To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges and to construct, maintain and alter any buildings or erections which the Company may think necessary for the promotion of its objects
- 5 16 Subject to such consents as may be required by law, to sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Company with a view to the furtherance of its objects
- 5 17 Subject to Article 6 hereof to employ and pay such architects, surveyors, solicitors and other professional persons, workmen, clerks and other staff as are necessary for the furtherance of the objects of the Company
- 5 18 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 19 To insure the property of the Company against any foreseeable risk and take out other insurance policies as are considered necessary by the Governors to protect the Company
- 5 20 To provide indemnity insurance to cover the liability of the Governors 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 Company, including without limitation any liability to make a contribution to the Company's assets as specified in section 214 of the Insolvency Act 1986 (wrongful trading), provided that any such insurance shall not extend to the provision of any indemnity for a person in respect of

- 5 20 1 any act or omission which he/she knew to be a breach of trust or breach of duty or which was committed by him/her in reckless disregard to whether it was a breach of trust or breach of duty or not;
- 5 20 2 any liability incurred by him/her in defending any criminal proceedings in which he/she is convicted of an offence arising out of any fraud or dishonesty, or wilful or reckless misconduct by him/her, or
- 5 20 3 in relation to any liability to make a contribution to the Company's assets as specified in section 214 of the Insolvency Act 1986, any liability to make such a contribution where the basis of the Governors' liability is his/her knowledge prior to the insolvent liquidation of the Company (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Company would avoid going into insolvent liquidation
- 5 21 To subscribe to, become a member of, or amalgamate or co-operate with any other charitable organisation, institution, society or body not formed or established for purposes of profit (whether incorporated or not and whether in Great Britain or Northern Ireland or elsewhere) whose objects are wholly or in part similar to those of the Company and which by its constitution prohibits the distribution of its income and property amongst its members to an extent at least as great as is imposed on the Company under or by virtue of Article 6 hereof and to purchase or otherwise acquire and undertake all such part of the property, assets, liabilities and engagements as may lawfully be acquired or undertaken by the Company or any such charitable organisation, institution, society or body
- 5 22 To subscribe to and aid Trinity College of Music Trust so long as it remains a registered Company and to establish and support or aid the establishment and support of any charitable trusts, associations or institutions and to subscribe or guarantee money for charitable purposes in any way connected with or calculated to further any of the objects of the Company
- 5 23 To do all or any of the things hereinbefore authorised either alone or in conjunction with any other charitable organisation, institution, society or body with which this Company is authorised to amalgamate
- 5 24 To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company
- 5 25 To do all such other lawful things as are necessary for the attainment of the above objects or any of them

Limitation on Private Benefits

- 6 1 The income and property of the Company shall be applied solely towards the promotion of its objects as set forth in these Articles 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 Members, and no Governors shall be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Company. This shall not prevent any payment in good faith by the Company

- 6 1 1 of interest on money lent by any Governor at a reasonable and proper rate per annum not exceeding 2 per cent less than the published base lending rate of a clearing bank to be selected by the Governors or 3 per cent whichever is the greater,
- 6 1 2 of reasonable and proper rent for premises demised or let by any Governor,
- 6 1 3 of fees, remuneration or other benefit in money or money's worth to any Company of which a Governor may also be a member holding not more than 1/100th part of the capital of that company,
- 6 1 4 of reasonable and proper out-of-pocket expenses of the Governors (the Council shall be entitled to call for and be satisfied as to such evidence of actual expenditure as is reasonable in the circumstances),
- 6 1 5 which is permitted by Article 6 2, or where the Governors obtain the prior written approval of the Commission and fully comply with any procedures it prescribes
- 6 1 6 of reasonable and proper premiums in respect of indemnity insurance effected in accordance with Article 5 20
- 6 1 7 of any payments made to any Governor or officer under the indemnity provisions set out at Article 73
- 6 2 Scope and powers permitting Governors'/Connected Persons' benefits
 - 6 2 1 A Governor or Connected Person may receive a benefit from the Company in the capacity of a beneficiary of the Company provided that a majority of the Governors do not benefit in this way
 - 6 2 2 A Governor or Connected Person may enter into a contract for the supply of services, or of goods that are supplied in connection with the provision of services, to the Company where that is permitted in accordance with, and subject to the conditions, in section 73A to 73C of the Charities Act 1993
 - 6 2 3 Subject to Article 6 3 a Governor or Connected Person may provide the Company with goods that are not supplied in connection with services provided to the Company by the Governor or Connected Person.
 - 6 2 4 A Governor or Connected Person may take part in the normal trading and fundraising activities of the Company on the same terms as members of the public
- 6 3 The Company and its Governors may only rely upon the authority provided by Article 6 2 3 if each of the following conditions is satisfied
 - 6 3 1 the amount or maximum amount of the payment for the goods is set out in an agreement in writing between
 - (a) the Company or its Governors (as the case may be), and

- (b) the Governor or Connected Person supplying the goods (“the supplier”) under which the supplier is to supply the goods in question to or on behalf of the Company
- 6 3 2 The amount or maximum amount of the payment for the goods does not exceed what is reasonable in the circumstances for the supply of the goods in question
- 6 3 3 The other Governors are satisfied that it is in the best interests of the Company to contract with the supplier rather than with someone who is not a Governor or Connected Person. In reaching that decision the Governors must balance the advantages of contracting with a Governor or Connected Person against the disadvantages of doing so
- 6 3 4 The procedure set out in these Articles in respect of the management of potential Conflicts of Interest is followed in considering the appointment of the supplier and in relation to any other decisions regarding the remuneration authorised by this provision
- 6 3 5 A majority of the Governors then in office are not in receipt of remuneration or payments authorised by Article 6 1 5
- 6 4 The restrictions on benefits and remuneration conferred on Members and Governors by Article 6 1 and the exceptions to such restrictions in Articles 6 1 1 to 6 1 7 inclusive shall apply equally to benefits and remuneration conferred on Members and Governors by any Subsidiary Company, and for this purpose references to the Company in Articles 6 1 5, 6 2 and 6 3 shall be treated as references to the Subsidiary Company and references to a Governor in Articles 6 1 5, 6 2 and 6 3 shall be treated as references to a director of the Subsidiary Company
- 6 5 For any transaction authorised by Article 6 1, the Governor’s duty (arising under the Companies Act 2006) to avoid a Conflict of Interest with the Company shall be disapplied provided there is compliance with the relevant provisions of Article 6 1

Limited Liability

- 7 The liability of the Members is limited
- 8 No addition, alteration or amendment shall be made to these Articles of Association that would have the effect of causing the Company to cease to be charitable at law
- 9 Every Member undertakes to contribute such amount as may be required (not exceeding £1) to the Company’s assets if it should be wound up while he/she is a Member, or within one year after he/she ceases to be a Member, for payment of the Company’s debts and liabilities contracted before he/she 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

Winding Up

- 10 If upon the winding-up or dissolution of the Company 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, but shall be given or transferred to some other charitable institution or institutions having objects similar to the objects of the Company, and which shall prohibit the distribution of its or their income and property to an extent at least as great as is imposed on the Company under or by virtue of Article 6 hereof, such institution or institutions to be determined by the Members at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then to some other charitable object

Members

- 11 The Governors from time to time shall be the only Members. A Governor shall become a Member on becoming a Governor. On becoming a Member, every Member shall either sign a written consent to become a Member or sign the Register of Members. A Member shall notify the Secretary in writing within seven days of a change to his/her name or address.

Cessation of Membership

- 12 The rights and privileges of a Member shall not be transferable and shall cease upon death. A Member shall cease to be a Member if he/she ceases to be a Governor.

Members' Meeting

- 13 Subject to the provisions of the Companies Acts and these Articles, the Company may dispense with the holding of general meetings and resolutions of the Company may be passed by way of written resolution in accordance with Articles 16 to 22.
- 14 If, in accordance with Article 18 and/or the Companies Acts, a general meeting is required to be called, then the provisions of the Companies Acts and the relevant provisions of any model articles for companies limited by guarantee prescribed by regulations made under the Companies Acts and in force on the date that notice of the meeting is served shall apply to the meeting. The Company may make arrangements for Members to attend a general meeting by televisual or other electronic or virtual means provided that all remote attendants may securely identify themselves, hear the proceedings and cast their votes online. At a Members' meeting three people present in person or by proxy or all the Members if there are fewer than three shall be a quorum.
- 15 In every notice calling a Members' general meeting of the Company there must appear with reasonable prominence a statement informing the Member of his/her rights to appoint another person as his/her proxy at the meeting. The provisions of the Companies Act shall apply to the appointment of proxies. An appointment under a proxy form may be served by delivering to the Company a notice given by or on behalf of the person by whom or on whose behalf the proxy notice was given. A notice serving a proxy instrument only takes effect if it is delivered before the start of the meeting or the adjourned meeting to which it relates.

Members' Decisions without a meeting

Written Members' resolutions

- 16 Subject to Article 18 a written resolution of the Members passed in accordance with these Articles 16 to 22 shall have effect as if passed by the Company in a Members' general meeting
- 16 1 A written resolution is passed as an ordinary resolution if it is passed by a simple majority of the total voting rights of eligible Members
- 16 2 A written resolution is passed as a special resolution if it is passed by Members representing not less than 75% of the total voting rights of eligible Members A written resolution is not a special resolution unless it states that it was proposed as special resolution
- 17 In relation to a resolution proposed as a written resolution of the Company the eligible Members are the Members who would have been entitled to vote on the resolution on the circulation date of the resolution
- 18 A Members' resolution under the Companies Acts removing a Governor or an auditor before the expiration of his/her term of office may not be passed as a written resolution
- 19 A copy of the written resolution must be sent to every Member together with a statement informing the Member how to signify his/her agreement to the resolution and the date by which the resolution must be passed if it is not to lapse Communications in relation to written resolutions shall be sent to the Company's auditors in accordance with the Companies Acts
- 20 A Member signifies his/her agreement to a proposed written resolution when the Company receives from him/her an authenticated document identifying the resolution to which it relates and indicating his/her agreement to the resolution
- 20 1 If the document is sent to the Company in hard copy form, it is authenticated if it bears the Member's signature
- 20 2 If the document is sent to the Company by electronic means, it is authenticated if it bears the Member's signature or if the identity of the Member is confirmed in a manner specified by the Governors or if it is accompanied by a statement of the identity of the Member and the Company has no reason to doubt the truth of that statement or if it is from an email address specified by the Member to the Company for the purposes of receiving documents or information by electronic means
- 21 A written resolution is passed when the required majority of eligible Members have signified agreement to it
- 22 A proposed written resolution lapses if it is not passed within 56 days beginning with the circulation date

Honorary Officers (Presidents/Vice-Presidents/Patrons)

- 23 The Council shall have power to appoint and remove such person or persons as it shall think fit to be the President and one or more Vice-Presidents and such person or persons as it shall think fit to be the Patron or Patrons of the Company

Governors

Number of Governors

- 24 Until otherwise determined by the Council, the number of Governors shall not be less than three

Appointments, retirement, removal and disqualification of Governors

- 25 Governors shall be appointed by the Council, which shall ensure that a simple majority of Governors at all times consists of trustees of the Trust or persons nominated by the Trust
- 26 Each Governor shall (subject to Article 27) retire from office on the third anniversary of the commencement of his/her term of office. Governors in office at the date of the 2009 general meeting at which these Articles were amended, shall be deemed to have commenced a new period and term in office at that date
- 27 Retiring Governors may be reappointed for a further term, but the reappointment of a Governor who has served a period of three or more terms will be subject to annual review by the Council and further reappointments will be for one year at a time. Such one-year appointments may be made in one or more successive years
- 28 If the retirement of a Governor under Article 26 causes the number of Governors to fall below that set out in Article 24 then the retiring Governor shall remain in office until a new appointment is made
- 29 No person may be appointed as a Governor
- 29 1 unless he/she has attained the age of 18 years, or
- 29 2 in circumstances such that, had he/she already been a Governor, he/she would have been disqualified from acting under the Provisions of the Articles
- 30 The office of Governor shall be immediately vacated if the Governor
- (a) resigns his/her office in writing to the Company (but only if at least three Governors will remain in office when the notice of resignation is to take effect), or
 - (b) ceases to be a Member, or
 - (c) he/she ceases to be a Governor by virtue of any provision of the Companies Acts or he/she becomes prohibited by law from being a Governor, or
 - (d) he/she is disqualified under the Charities Acts from acting as a Governor, or

- (e) is absent from three successive meetings of the Council during a continuous period of twelve months without reasonable cause and the Council resolve that his/her office be vacated, or
 - (f) becomes bankrupt or makes any composition or arrangement with his/her creditors generally, or
 - (g) is removed from office by resolution of the Company in General Meeting in accordance with the provisions of the Companies Acts
- 31 A Governor shall be suspended from the office of Governor if he/she is deemed by the other Governors to be so disabled by any illness or condition as to be unable properly to fulfil his/her duties. Such suspension shall be reviewed by the Council six months after the date of its implementation and the Governor concerned shall be reinstated unless, in the reasonable opinion of the other Governors remains incapable of properly fulfilling his/her duties in which case he/she shall thereupon cease to be a Governor

Powers and Duties of the Council of Governors

- 32 The business of the Company shall be managed by the Council who may exercise all such powers of the Company and do on behalf of the Company all such acts as may be exercised and done by the Company. Any such requirement may be imposed either by the Companies Act or by the Articles or by any regulation made by the Company but no such regulation shall invalidate any prior act of the Council which would have been valid if that regulation had not been made. Without prejudice to its general powers, the Council may, subject to such consents as may be required by law, exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking and property or any part thereof and to issue debentures and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party
- 33 In the exercise of the aforesaid powers and in the management of the business of the Company, the Governors shall always be mindful that they are charity trustees under the Charities Acts as those persons having the general control and management of the administration of a Company
- 34 All acts bona fide done by any meeting of the Council or by any person acting as a Governor shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Governor or persons acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be Governor
- 35 Subject to the Articles, Governors may meet together for the despatch of business, adjourn, and otherwise regulate their proceedings as they think fit

Chairman

- 36 The Governors shall appoint one of their number to be the Chairman of the Council of Governors and may at any time remove him/her from that office. Unless he/she is

unwilling to do so, the Governor so appointed shall preside at every meeting of the Council of Governors at which he/she is present

Deputy Chairman

- 37 The Governors may appoint one of their number to act as Deputy Chairman of the Council of Governors and may at any time remove him/her from that office

Delegation of Governors' powers

- 38 The Governors may by power of attorney or otherwise appoint any person to be the agent of the Company for such purposes and on such conditions as they determine
- 39 The Governors may delegate any of their powers or functions to any committee or the implementation of any of their resolutions and day to day management of the affairs of the Company to any person or committee in accordance with the conditions set out in these Articles

Delegation to committees

- 40 In the case of delegation to committees
- 40 1 the resolution making that delegation shall specify those who shall serve or be asked to serve on such committee (although the resolution may allow the committee to make co-options up to a specified number),
- 40 2 the composition of any such committee shall be entirely in the discretion of the Governors and may comprise such of their number as the resolution may specify and (for the avoidance of doubt) may be comprised entirely of persons who are not Governors,
- 40 3 the deliberations of any such committee shall be reported regularly to the Governors and any resolution passed or decision taken by any such committee shall be reported promptly to the Governors and for that purpose every committee shall appoint a secretary,
- 40 4 all delegations under this Article shall be variable or revocable at any time,
- 40 5 the Governors may make such regulations and impose such terms and conditions and give such mandates to any such committee as they may from time to time think fit, and
- 40 6 no committee shall knowingly incur expenditure or liability on behalf of the Company except where authorised by the Governors or in accordance with a budget which has been approved by the Governors
- 41 For the avoidance of doubt, the Governors may delegate all financial matters to any committee and may empower such committee to resolve upon the operation of any bank account according to such mandate as it shall think fit whether or not requiring a signature of any Governor

- 42 The meetings and proceedings of any committee shall be governed by the Articles regulating the meetings and proceedings of the Governors so far as applicable and not superseded by any regulations made by the Governors

Delegation of day to day management powers

- 43 In the case of delegation of the day to day management of the Company to a chief executive or other manager or managers
- 43 1 the delegated power shall be to manage the Company by implementing the policy and strategy adopted by and within a budget approved by the Governors and if applicable to advise the Governors in relation to such policy, strategy and budget,
- 43 2 the Governors shall provide the manager with a description of his/her role and the extent of his/her authority, and
- 43 3 the manager shall report regularly to the Governors on the activities undertaken in managing the Company and provide them regularly with management accounts sufficient to explain the financial position of the Company

Proceedings of the Council of Governors

Meetings of the Council of Governors

- 44 The Chairman or at least three Governors may summon a meeting of the Council at any time and may delegate the task of calling the meeting to the Secretary (if any)

Length of Notice

- 45 Meetings of the Council shall be called by at least seven clear days' notice in writing to all Governors (unless either all the Governors agree, or urgent circumstances require shorter notice) In either case it shall not be necessary to give notice of a meeting of the Council to any of its Governors for the time being absent from the United Kingdom

Service & Manner of serving Notice

- 46 Notice of meetings shall be given to each Governor and shall be given in accordance with Articles 69 to 72
- 47 Every notice calling a meeting shall specify the place, day and time of the meeting and the general nature of the business to be transacted

Quorum

- 48 The quorum for meetings of the Council shall be three
- 49 The Council may act notwithstanding any vacancy However, if and so long as its number is reduced below the number fixed by or pursuant to the Articles as the necessary quorum for Governors, the Council may act only for the purpose of admitting Members, filling Governor vacancies or summoning a General Meeting, but not for any other purpose

Voting at Meetings of the Council of Governors

- 50 Questions arising at any meeting shall be decided by a majority of votes. In the case of an equality of votes, the chairman of the meeting shall have a second or casting vote.
- 51 At any Council meeting where the Chairman is not present within twenty minutes of the time appointed for the meeting the Deputy Chairman will act as chairman to the meeting. If the Deputy Chairman is not present then the Governors present shall choose one of their number to be chairman of the meeting, whose function shall be to conduct the business of the meeting in an orderly manner.

Other attendees at meetings of the Council of Governors

- 52 The Council may agree that certain members of the staff of the Company may take part in meetings of the Council but the members of staff shall not be counted in the quorum nor entitled to vote thereat. Provided that no members of staff of the Company shall attend any Council Meeting at which matters relating to their own appointment or remuneration is being discussed nor shall they in any way seek to influence the decision of the Council on such matters as a meeting participant.
- 53 The Council may at its discretion invite other persons to attend and (as appropriate) speak, but not vote, at its meetings.

Virtual meetings of the Council of Governors

- 54 A Council meeting may be held by telephone or by televisual or other electronic or virtual means agreed by resolution of the Governors in which all participants may communicate simultaneously with all other participants.

Decisions without a meeting of the Council of Governors

- 55 The Governors may take a unanimous decision without a Council meeting by indicating to each other by any means, including without limitation by electronic means, that they share a common view on a matter, such a decision may, but need not, take the form of a resolution in writing, copies of which have been signed by each Governor or to which each Governor has otherwise indicated agreement in writing.
- 56 The Governors may take a majority decision without holding a Council meeting in urgent or otherwise exceptional circumstances if
- 56 1 a Governor has become aware of a matter on which the Council needs to take a decision;
- 56 2 that Governor has made the other Governors aware of the matter and the need for a decision,
- 56 3 the Governors have had a reasonable opportunity to communicate their views on the matter and the decision to each other, and
- 56 4 a majority of the Governors indicate their agreement by any means to a particular decision on that matter.

Conflicts of Interest

- 57 Whenever a Governor finds himself/herself in a situation that is reasonably likely to give rise to a Conflict of Interest, he/she must declare his/her interest to the Governors unless, or except to the extent that, the other Governors are or ought reasonably to be aware of it already
- 58 Whenever a matter is to be discussed at a meeting or decided in accordance with Articles 55 or 56 and a Governor has a Conflict of Interest in respect of that matter then, subject to Articles 59 and 61, he/she must
- 58 1 remain only for such part of the meeting as in the view of the other Governors is necessary to inform the debate,
- 58 2 not be counted in the quorum for that part of the meeting, and
- 58 3 withdraw during the vote and have no vote on the matter
- 59 The Governors' duty to avoid a Conflict of Interest with the Company shall (subject to any contrary unanimous resolution of all and a minimum of three Governors participating in the relevant discussion and/or vote who are not also trustees of the Trust) be disappplied in respect of any duty of loyalty owed to the Trust or any other interest of any Governor in the Trust, whether by reason of trusteeship, employment or otherwise, and the Governors shall be entitled to participate in the discussion, count in the quorum and vote on any matter concerning the relationship between the Company and the Trust
- 60 If any question arises as to whether a Governor has a Conflict of Interest, the question shall be decided by a majority decision of the other Governors

Governors' power to authorise a Conflict of Interest

- 61 The Governors may (subject to such terms as they may impose from time to time, and subject always to their right to vary or terminate such authorisation) authorise, to the fullest extent permitted by law
- 61 1 any matter which would or might otherwise result in a Governor infringing his/her duty to avoid a situation in which he/she has a Conflict of Interest, and
- 61 2 the manner in which a Conflict of Interest arising out of any Governor's office, employment or position may be dealt with and, for the avoidance of doubt, they can decide that the Governor with a Conflict of Interest may participate in a vote on the matter and/or can be counted in the quorum, provided that when deciding to give such authorisation the provisions of Article 58 shall be complied with and provided that nothing in this Article 61 shall have the effect of allowing the Governors to authorise a benefit that is not permitted in accordance with these Articles
- 62 If a matter and manner of dealing, has been authorised by the Governors in accordance with Article 61 then, even if the relevant Governor has been authorised to remain at a relevant meeting by the other Governors, the relevant Governor may nevertheless absent himself/herself from the relevant part of that and any other

meeting of the Governors at which anything relating to that matter, or the relevant office, employment or position, will, or may, be discussed

- 63 A Governor shall not be accountable to the Governors for any benefit which he/she derives from any matter, or from any office, employment or position, which has been authorised by the Governors in accordance with Article 61 (subject to any limits or conditions to which such approval was subject)
- 64 When a Governor has a Conflict of Interest which he/she has declared to the Governors, he/she shall not be in breach of his/her duties to the Governors by withholding confidential information from the Governors if to disclose it would result in a breach of any other duty or obligation of confidence owed by him/her

Register of Governors' interests

- 65 The Governors shall cause a register of Governors' interests to be kept A Governor must declare the nature and extent of any interest, direct or indirect, which he/she has in a proposed transaction or arrangement with the Company or in any transaction or arrangement entered into by the Company which has not previously been declared

General

Secretary

- 66 Subject to the provisions of the Companies Acts, the Council may appoint a Secretary of the Company for such term and upon such conditions as they think fit, and any Secretary so appointed may be removed by them
- 67 A provision of the Act or these Articles requiring or authorising a thing to be done by or to a Governor and the Secretary shall not be satisfied by its being done by or to the same person acting in both capacities

Records

- 68 The Governors shall comply with the requirements of the Companies Acts and of the Charities Acts as to maintaining a register of Members, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commission of
- 68 1 annual reports,
- 68 2 annual returns,
- 68 3 annual statements of account

Communications by and to the Company

- 69 Subject to the provisions of the Companies Acts and these Articles
- 69 1 a document or information (including any notice) to be given, sent or supplied to any person pursuant to the Articles may be given, sent or supplied in hard copy form or in electronic form,

- 69 2 a document or information (including any notice) may only be given, sent or supplied in electronic form where the recipient has agreed (generally or specifically) that the document or information may be sent in that form and has not revoked that agreement
- 69 3 Any document or information (including any notice) sent to a Member under the Articles may be sent to the Member's postal address as shown in the Company's register of Members or (in the case of documents or information sent by electronic means) to an address specified for the purpose by the Member
- 70 Any document to be served on the Company or on any officer of the Company under the Articles may only be served
- 70 1 in the case of documents in hard copy form, by sending or delivering them to the Company's registered office or delivering them personally to the officer in question, or
- 70 2 in the case of documents in electronic form, by sending them by electronic means
- 70 2 1 to an address notified to the Members for that purpose, and
- 70 2 2 from an address previously notified to the Company by the Member for the purpose of sending and receiving documents and information
- 71 A Member present in person or by proxy at any meeting of the Company shall be deemed to have received notice of the meeting and, where requisite, of the purpose for which it was called
- 72 Where a document or information is sent or supplied under the Articles
- 72 1 Where the document or information is sent or supplied by post, service or delivery shall be deemed to be effected at the expiration of 48 hours after the envelope containing it was posted. In proving such service or delivery it shall be sufficient to prove that such envelope was properly addressed and posted
- 72 2 Where the document or information is sent or supplied by electronic means to an address specified for the purpose by the intended recipient, service or delivery shall be deemed to be effected on the same day on which it is sent or supplied. In proving such service it shall be sufficient to prove that it was properly addressed

Indemnity

- 73 Without prejudice to any indemnity to which a Governor may otherwise be entitled, every Governor of the Company shall be indemnified out of the assets of the Company in relation to any liability incurred by him/her in that capacity but only to the extent permitted by the Companies Acts, and every other officer of the Company may be indemnified out of the assets of the Company in relation to any liability incurred by him/her in that capacity, but only to the extent permitted by the Companies Acts

Governors' indemnity insurance

- 74 The Governors shall have power to resolve pursuant to Article 5 20 to effect trustees' indemnity insurance, despite their interest in such policy

Regulations

- 75 In particular, but without limitation, the Council may from time to time make rules or bye-laws for the proper conduct and management of the Company. All such rules or bye-laws, so long as they shall be in force, shall be binding on all Members provided nevertheless that no rule or bye-law shall be inconsistent with, or shall affect or repeal anything contained in, the Articles of Association of the Company.

Exclusion of model articles

- 76 The relevant model articles for a company limited by guarantee are hereby expressly excluded

SCHEDULE

INTERPRETATION

Interpretations

1 In these Articles, unless the context requires otherwise, the following terms shall have the following meanings

	Term	Meaning
1 1	“address”	includes a number or address used for the purposes of sending or receiving documents by electronic means,
1 2	“Articles”	these Articles of Association of the Company,
1 3	“Chairman”	means the chairman of the Council as appointed from time to time in accordance with Article 36,
1 4	“Charities Acts”	means the Charities Acts 1992, 1993 and 2006 and any subordinate legislation under any of these Acts (in each case, as amended)
1 5	“circulation date”	in relation to a written resolution, has the meaning given to it in the Companies Acts,
1 6	“clear days”	in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect,
1 7	“Companies Acts”	has the meaning given to it in section 2 of the Companies Act 2006,
1 8	“Company”	means the above named Company,
1 9	“Conflict of Interest”	any direct, or indirect, interest of a Governor (whether financial, personal, by virtue of a duty of loyalty to another organisation, or otherwise) that conflicts, or might conflict, with the interests of the Company,
1 10	“Connected Person”	any person falling within one of the following categories and where payment to that person might result in the Governor obtaining benefit (a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a Governor, or (b) any other person in a relationship with a Governor which may reasonably be regarded as equivalent to such a relationship, or (c) any company or firm of which a Governor is a paid director, partner or

- employee, or shareholder holding more than 1% of the capital,
- 1 11 “Council” means the Council of Governors of the Company for the time being, which is equivalent to the board of directors in the Companies Acts, and includes all persons appointed to perform the duties of Governors of the Company,
- 1 12 “Deputy Chairman” means the deputy chairman of the Council as appointed from time to time in accordance with Article 37,
- 1 13 “electronic form” and “electronic means” have the meanings respectively given to them in the Companies Act 2006,
- 1 14 “financial expert” an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000,
- 1 15 “Governor and Governors” means the director and directors as defined in the Companies Acts,
- 1 16 “hard copy” and “hard copy form” have the meanings respectively given to them in the Companies Act 2006,
- 1 17 “Member and Members” means the company law member or members of the Company,
- 1 18 “Secretary” means the Secretary of the Company (if any) or any other person appointed to perform the duties of the Secretary of the Company, including a joint or deputy secretary,
- 1 19 “Subsidiary Company” any company in which the Company holds more than 50% of the shares, controls more than 50% of the voting rights attached to the shares or has the right to appoint a majority of the board of the company, and
- 1 20 “Trust” means Trinity College of Music Trust (registered company number 288442) whose address is at Trinity College of Music, King Charles Court, Old Royal Naval College, Greenwich, London SE10 9JF
- 2 Subject to clause 3 of this Schedule, any reference in these Articles to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it
- 3 Unless the context otherwise requires, words or expressions contained in the Articles bear the same meaning as in the Companies Act 2006 as in force on the date when these Articles became binding on the Company

The Companies Acts 1985 to 1989

Company Limited by Guarantee and not having a Share Capital

Memorandum of Association
of
TRINITY COLLEGE LONDON

Bates Wells & Braithwaite London LLP
2-6 Cannon Street
London EC4M 6YH
Ref JT/016582/0025

WE, the subscribers to this Memorandum of Association wish to be formed into a Company pursuant to this Memorandum

Name and addresses of Subscribers

- 1 For and on behalf of
Instant Companies Limited
2 Baches Street
London N1 6UB

 - 2 For and on behalf of
Swift Incorporations Limited
2 Baches Street
London N1 6UB
-

Dated 23 January 1992

Witness to the above Signatures:-

Mark Anderson
2 Baches Street
London N1 6UB