

Company No: 4787097

THE COMPANIES ACTS 1985 AND 1989

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COMPANY LIMITED BY GUARANTEE AND  
NOT HAVING A SHARE CAPITAL

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MEMORANDUM & ARTICLES OF ASSOCIATION

of

TONBRIDGE SCHOOL

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Farrer & Co  
66 Lincoln's Inn Fields  
London WC2A 3LH

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MEMORANDUM OF ASSOCIATION

of

TONBRIDGE SCHOOL

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1. NAME

The name of the company is Tonbridge School ("the School")

2. REGISTERED OFFICE

The registered office of the School is to be in England and Wales

3. OBJECTS

The objects of the School are the advancement of education: by the provision and conduct of a school in or near Tonbridge for boys as boarders and, if the Governors think fit, as day boys; by the provision and conduct or support of other schools; and by ancillary or incidental educational activities and other associated activities for the benefit of the community ("the Objects")

4. POWERS

The School has the following powers, which may be exercised only in promoting the Objects:

4.1 To promote or carry out research

- 4.2 To provide advice
- 4.3 To publish or distribute information
- 4.4 To co-operate with other bodies
- 4.5 To support, administer or set up other charities and undertake and execute charitable trusts
- 4.6 To raise funds (but not by means of taxable trading)
- 4.7 To take and accept any gift of money property or other assets whether subject to any special trusts or not
- 4.8 To borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Act 1993)
- 4.9 To acquire or hire property rights or privileges of any kind and to construct restore improve maintain and alter such property
- 4.10 To let or dispose of or turn to account property of any kind (but only in accordance with the restrictions imposed by the Charities Act 1993)
- 4.11 To pay any rent and other outgoings and expenses and execute and do all such other instruments acts and things as may be requisite in connection with the use maintenance upkeep expansion alteration or improvement of such property
- 4.12 To purchase lease or hire and operate and maintain any equipment necessary or convenient for the administration of the School
- 4.13 To make grants or loans of money and to give guarantees
- 4.14 To set aside funds for special purposes or as reserves against future expenditure

- 4.15 To draw make accept endorse discount negotiate execute and issue promissory notes bills cheques and other instruments and to operate bank accounts
- 4.16 To deposit or invest funds in any manner (but to invest only after obtaining advice from a financial expert and having regard to the suitability of investments and the need for diversification)
- 4.17 To delegate the management of investments to a financial expert, but only on terms that:
  - 4.17.1 the investment policy is set down in writing for the financial expert by the Governors
  - 4.17.2 every transaction is reported promptly to the Governors
  - 4.17.3 the performance of the investments is reviewed regularly with the Governors
  - 4.17.4 the Governors are entitled to cancel the delegation arrangement at any time
  - 4.17.5 the investment policy and the delegation arrangement are reviewed at least once a year
  - 4.17.6 all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Governors on receipt
  - 4.17.7 the financial expert must not do anything outside the powers of the Governors
- 4.18 To arrange for investments or other property of the School to be held in the name of a nominee (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 acting under their instructions and to pay any reasonable fee required

- 4.19 To insure the property of the School against any foreseeable risk and take out other insurance policies to protect the School when required
- 4.20 To insure the Governors against the costs of a successful defence to a criminal prosecution brought against them as School Governors or against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of trust or breach of duty, unless the Governor concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty
- 4.21 Subject to clause 5, to employ paid or unpaid agents, staff or advisers
- 4.22 To provide and contribute to superannuation or pension funds for the officers and servants of the School or any of them or otherwise to assist such officers and servants their widows and children
- 4.23 To enter into contracts to provide services to or on behalf of other bodies
- 4.24 To arrange for the amalgamation of the School with any charitable organisation the purposes of which in their opinion are similar to the purposes of the School either alone or as amalgamated
- 4.25 To establish subsidiary companies to assist or act as agents for the School
- 4.26 To pay the reasonable and proper costs of forming and administering the School
- 4.27 To do anything else within the law which promotes or helps to promote the Objects

## 5. BENEFITS TO MEMBERS AND GOVERNORS

- 5.1 The property and funds of the School must be used only for promoting the Objects and do not belong to the members of the School but

- 5.1.1 members who are not Governors may be employed by or enter into contracts with the School and receive reasonable payment for goods or services supplied
  - 5.1.2 members (including Governors) may be paid interest at a reasonable rate on money lent to the School
  - 5.1.3 members (including Governors) may be paid a reasonable rent or hiring fee for property let or hired to the School
  - 5.1.4 individual members who are not Governors but who are beneficiaries may receive charitable benefits in that capacity
- 5.2 A Governor must not receive any payment of money or other material benefit (whether directly or indirectly) from the School except
- 5.2.1 as mentioned in clauses 4.20, 5.1.2, 5.1.3 or 5.3.
  - 5.2.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the School
  - 5.2.3 an indemnity in respect of any liabilities properly incurred in running the School (including the costs of a successful defence to criminal proceedings)
  - 5.2.4 payment to any company in which a Governor has no more than a 1% shareholding
  - 5.2.5 any remission of fees consequent to the award of a scholarship or bursary to a child of a Governor
  - 5.2.6 in exceptional cases, other payments or benefits (but only with the written approval of the Commission in advance)
- 5.3 Any Governor (or any firm or company of which a Governor is a member or employee) may enter into a contract with the School to supply goods or services in return for a payment or other material benefit but only if

- 5.3.1 the goods or services are actually required by the School
- 5.3.2 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 clause 5.4
- 5.3.3 no more than one half of the Governors are subject to such a contract in any financial year
- 5.4 Whenever a Governor has a personal interest in a matter to be discussed at a meeting of the Governors or a committee (including matters relating to the education of a child of a Governor) the Governor concerned must:
  - 5.4.1 declare an interest at or before discussion begins on the matter
  - 5.4.2 withdraw from the meeting for that item unless expressly invited to remain in order to provide information
  - 5.4.3 not be counted in the quorum for that part of the meeting
  - 5.4.4 withdraw during the vote and have no vote on the matter
- 5.5 This clause may not be amended without the prior written consent of the Commission

## 6. LIMITED LIABILITY

The liability of members is limited

## 7. GUARANTEE

Every member promises, if the School is dissolved while he, she or it remains a member or within 12 months afterwards, to pay up to one pound towards the costs of dissolution and of the liabilities incurred by the School while the contributor was a member

## 8. DISSOLUTION

8.1 If the School is dissolved the assets (if any) remaining after provision has been made for all its liabilities must be applied in one or more of the following ways:

8.1.1 by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects

8.1.2 directly for the Objects or charitable purposes within or similar to the Objects

8.1.3 in such other manner consistent with charitable status as the Commission approve in writing in advance

8.2 A final report and statement of account must be sent to the Commission

## 9. INTERPRETATION

9.1 Words and expressions defined in the Articles have the same meanings in this Memorandum.

9.2 References to an Act of Parliament are references to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it.



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We wish to be formed into a company under this Memorandum of Association

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NAMES & ADDRESSES OF SUBSCRIBER

SIGNATURES

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THE WORSHIPFUL COMPANY OF SKINNERS

Skinner's Hall  
8 Dowgate Hill  
London  
EC4R 2SP

acting by

..... (Master)

..... (Clerk)

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Date \_\_\_\_\_ 2003

Witness to the above signatures

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## ARTICLES OF ASSOCIATION OF TONBRIDGE SCHOOL

### 1. MEMBERSHIP

- 1.1 The number of members with which the School proposes to be registered is unlimited
- 1.2 The School must maintain a register of members in accordance with Section 352 of the Act
- 1.3 Membership of the School is open to any individual or organisation interested in promoting the Objects who
  - 1.3.1 (unless and until the Company ceases to exist) is proposed by the Company and
  - 1.3.2 applies to the School in the form required by the Governors and
  - 1.3.3 is approved by the Governors and
  - 1.3.4 signs the Register of members or consents in writing to become a member either personally or (in the case of an organisation) through an authorised representative
- 1.4 Membership is terminated if the member concerned
  - 1.4.1 gives written notice of resignation to the School
  - 1.4.2 dies or (in the case of an organisation) ceases to exist
  - 1.4.3 is six months in arrears in paying the relevant subscription (if any) (but in such a case the member may be reinstated on payment of the amount due) or
  - 1.4.4 is removed from membership by resolution of the Governors on the ground that in their reasonable opinion the member's continued membership is harmful to the School (but only after notifying the member in writing and

considering the matter in the light of any written representations which the member concerned puts forward within 14 clear days after receiving notice)

- 1.5 Membership of the School is not transferable

## 2. GENERAL MEETINGS

- 2.1 Members are entitled to attend general meetings either personally or (in the case of an organisation) by an authorised representative. General meetings are called on at least clear 21 days written notice specifying the business to be discussed
- 2.2 There is a quorum at a general meeting if the number of members personally present is at least one (or two thirds of the members if greater)
- 2.3 A member elected by those present presides as chair at a general meeting
- 2.4 Except where otherwise provided by the Act, every issue is decided by a majority of the votes cast
- 2.5 Except for the chairman of the meeting, who has a second or casting vote, every member present in person has one vote on each issue
- 2.6 A written resolution signed by all those entitled to vote at a general meeting is as valid as a resolution actually passed at a general meeting (and for this purpose the written resolution may be set out in more than one document and will be treated as passed on the date of the last signature)
- 2.7 The School must hold an AGM in every year which all members are entitled to attend. The first AGM may be held within 18 months after the School's incorporation
- 2.8 At an AGM the members:
- 2.8.1 receive the accounts of the School for the previous financial year
  - 2.8.2 receive the Governors' report on the School's activities since the previous AGM

- 2.8.3 appoint auditors for the School
- 2.8.4 may confer on any individual (with his or her consent) the honorary title of Patron, President or Vice-President of the School and
- 2.8.5 discuss and determine any issues of policy or deal with any other business put before them
- 2.9 Any general meeting which is not an AGM is an EGM
- 2.10 An EGM may be called at any time by the Governors and must be called within 28 days on a written request from at least one member
- 2.11 In addition and without prejudice to the provisions of Section 303 of the Act the School may by Ordinary Resolution remove any Governor before the expiration of his period of office and may by Ordinary Resolution appoint another suitably qualified person in his stead but any person so appointed shall hold his office only until the next AGM

### 3. THE GOVERNORS

- 3.1 The Governors as charity trustees have control of the School and its property and funds
- 3.2 The Governors shall consist of no fewer than eleven and no more than nineteen individuals, of whom the majority including the Chairman shall be Nominative Governors.
- 3.3 Nominative Governors
  - 3.3.1 The Nominative Governors shall be appointed by the Company
  - 3.3.2 Except as hereinafter provided with respect to the first Nominative Governors each appointment of a Nominative Governor shall be made at a meeting convened and held according to the ordinary practice of the Company

3.3.3 Subject to Article 3.5 a Nominative Governor shall hold office as shall be specified by the Company at the time of his or her appointment

3.4 Co-optative Governors

3.4.1 Co-optative Governors shall be appointed by a resolution of the Governors passed at a meeting of which not less than 21 days' notice has been given and may be so appointed not more than one month before the term of an existing Co-optative Governor expires with effect from the date of expiry but so that the latter shall not vote on the matter

3.4.2 Subject to Article 3.5 Co-optative Governors shall each hold office for a term of four years but may be re-appointed following the expiration of each such term

3.5 A Governor's term of office automatically terminates if he or she:

3.5.1 is disqualified under the Charities Act 1993 from acting as a charity trustee

3.5.2 is incapable, whether mentally or physically, of managing his or her own affairs

3.5.3 is absent from three consecutive meetings of the Governors without reason deemed by the Chairman to be acceptable

3.5.4 resigns by written notice to the Governors (but only if at least two Governors will remain in office)

3.5.5 is removed by resolution passed by at least three-quarters of the members present and voting at a general meeting after the meeting has invited the views of the Governor concerned and considered the matter in the light of any such views or

3.5.6 in the case of a Nominative Governor is withdrawn by written notice from the Company

3.6 A technical defect in the appointment of a Governor of which the Governors are unaware at the time does not invalidate decisions taken at a meeting

- 3.7 The persons signing the declaration to act as company directors in connection with the incorporation of the School are the first Governors of the School

#### 4. PROCEEDINGS OF GOVERNORS

- 4.1 The Governors must hold at least three meetings each year
- 4.2 A quorum at a meeting of the Governors is eight (or fifty per cent if greater) of the Governors
- 4.3 A meeting of the Governors may be held either in person or by suitable electronic means agreed by the Governors in which all participants may communicate with all the other participants
- 4.4 The Chairman or (if the Chairman is unable or unwilling to do so) some other Governor chosen by the Governors present presides at each meeting
- 4.5 Every issue may be determined by a simple majority of the votes cast at a meeting but a written resolution signed by all the Governors is as valid as a resolution passed at a meeting (and for this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature)
- 4.6 Except for the chairman of the meeting, who has a second or casting vote, every Governor has one vote on each issue
- 4.7 A procedural defect of which the Governors are unaware at the time does not invalidate decisions taken at a meeting

#### 5. POWERS OF GOVERNORS

The Governors have the following powers in the administration of the School:

- 5.1 to appoint (and remove) any person (who may be a Governor) to act as Secretary to the School in accordance with the Act

- 5.2 to appoint (and remove) any person (who may be a Governor) to act as Clerk to the Governors
- 5.3 to appoint a Chairman, Treasurer and other honorary officers from among their number (provided always that the Chairman shall be a Nominative Governor)
- 5.4 to delegate any of their functions to committees consisting of two or more individuals appointed by them (but at least two members of every committee must be a Governor and all proceedings of committees must be reported promptly to the Governors)
- 5.5 to make standing orders consistent with the Memorandum, these Articles and the Act to govern proceedings at general meetings
- 5.6 to make rules consistent with the Memorandum, these Articles and the Act to govern proceedings at their meetings and at meetings of committees
- 5.7 to make regulations consistent with the Memorandum, these Articles and the Act to govern the administration of the School and the use of its seal (if any)
- 5.8 to establish procedures to assist the resolution of disputes within the School
- 5.9 to exercise any powers of the School which are not reserved to a general meeting
- 5.10 if the Governors shall at any time be or be reduced in number to less than the number prescribed by Article 3.2 it shall be lawful for them to act as Governors for the purposes of admitting persons as Governors filling up vacancies in their body or summoning a General Meeting but not for any other purpose

6. RELIGIOUS INSTRUCTION

6.1 Religious instruction in accordance with the doctrines of the Church of England shall be given in the School

6.2 The parent, guardian or person liable to maintain or having the actual custody of any pupil attending the School may claim by notice in writing addressed to the Head Master of the School the exemption of such pupil from attending prayer or religious worship, or from any lesson or series of lessons on a religious subject, and such pupil shall be exempted accordingly

7. ADMINISTRATION

Subject to the Memorandum and these Articles, the School shall be conducted in accordance with regulations of government to be made by the Governors pursuant to Article 5.7 and the regulations of government shall in particular determine the functions to be exercised respectively in relation to the School, the Governors and the Head Master of the School

8. SCHOLARSHIPS, BURSARIES AND OTHER AWARDS

8.1 In furtherance of the Objects the Governors may make awards of such scholarships, bursaries, exhibitions and other prizes using funds held on special trust or otherwise provided always that any such awards derived from funds held on special trust shall be made and administered in accordance with such trusts

8.2 Within the limits prescribed by these Articles, the Governors may from time to time make regulations (pursuant to Article 5.7) as to the award of bursaries, scholarships, allowances, awards to former pupils and prizes, including rules as to their value, the method of ascertainment and selection of candidates and, where appropriate, the period of tenure

8.3 The Governors shall obtain the views, proposals and recommendations of the Head Master of the School before making or altering any regulations under this Article 8



- 8.4 If, in the opinion of the Governors, the holder of any award is guilty of serious misconduct or idleness, or fails to maintain a reasonable standard of proficiency the Governors may deprive him or her of such award. The decision of the Governors shall be final in every case

9. RECORDS & ACCOUNTS

- 9.1 The Governors must comply with the requirements of the Act and of the Charities Act 1993 as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:

9.1.1 annual reports

9.1.2 annual returns

9.1.3 annual statements of account

- 9.2 The Governors must keep proper records of

9.2.1 all proceedings at general meetings

9.2.2 all proceedings at meetings of the Governors

9.2.3 all reports of committees and

9.2.4 all professional advice obtained

- 9.3 Accounting records relating to the School must be made available for inspection by any Governor at any reasonable time during normal office hours and may be made available for inspection by members who are not Governors if the Governors so decide

- 9.4 A copy of the School's latest available statement of account must be supplied on request to any Governor or member, or to any other person who makes a written request and pays the School's reasonable costs, within two months

## 10. NOTICES

10.1 Notices under these Articles may be sent by hand, or by post or by suitable electronic means or (where applicable to members generally) may be published in any suitable journal or newspaper circulating in area of benefit or any newsletter distributed by the School

10.2 The only address at which a member is entitled to receive notices is the address shown in the register of members

10.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received

10.3.1 24 hours after being sent by electronic means or delivered by hand to the relevant address

10.3.2 two clear days after being sent by first class post to that address

10.3.3 three clear days after being sent by second class or overseas post to that address

10.3.4 on the date of publication of a newspaper containing the notice

10.3.5 on being handed to the member personally or, if earlier,

10.3.6 as soon as the member acknowledges actual receipt

10.4 A technical defect in the giving of notice of which the Governors are unaware at the time does not invalidate decisions taken at a meeting

## 11. DISSOLUTION

The provisions of the Memorandum relating to dissolution of the School take effect as though repeated here

## 12. INTERPRETATION

In the Memorandum in and in these Articles:

12.1 "The Act" means the Companies Act 1985

"AGM" means an annual general meeting of the School

"area of benefit" means in and around Tonbridge

"these Articles" means these articles of association

"Chairman" means the chairman of the Governors who shall be one of the Nominative Governors

"charity trustee" has the meaning prescribed by section 97(1) of the Charities Act 1993

"clear day" means 24 hours from midnight following the relevant event

"Clerk" shall be the person appointed by the Governors pursuant to Article 5.2 to be responsible for various matters relating to the administration of Governors' meetings and other such duties as shall be determined by the Governors but for the avoidance of doubt the Clerk shall not be the Secretary unless separately so appointed pursuant to Article 5.1

"the Commission" means the Charity Commissioners for England and Wales

"the Company" means the Worshipful Company of Skinners

"the Court" means the Court of the Company

"EGM" means an extraordinary general meeting of the School

"financial expert" means an individual, company or firm who is authorised to carry on regulated activities under the Financial Services or Markets Act 2000

"Governor" means a director of the School and "Governors" means all of the directors

"material benefit" means a benefit which may not be financial but has a monetary value

"member" and "membership" refer to membership of the School

"Memorandum" means the School's Memorandum of Association

"month" means calendar month

"the Objects" means the Objects of the School as defined in clause 3 of the Memorandum

"the School" means the company governed by these Articles

"Secretary" means the Secretary of the School

"taxable trading" means carrying on a trade or business on a continuing basis for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects and the profits of which are liable to tax

"written" or "in writing" refers to a legible document on paper including a fax message

"year" means calendar year

12.2 Expressions defined in the Act have the same meaning

12.3 References to an Act of Parliament are to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it

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We wish to be formed into a company under this Memorandum of Association

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NAMES & ADDRESSES OF SUBSCRIBER

SIGNATURES

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THE WORSHIPFUL COMPANY OF SKINNERS

Skinner's Hall  
8 Dowgate Hill  
London  
EC4R 2SP

acting by

..... (Master)

..... (Clerk)

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Date \_\_\_\_\_ 2003

Witness to the above signatures

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