

THE COMPANIES ACT 2006

COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION
of
HAMPTON SCHOOL

Incorporated on 31 May 2007

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1. Defined terms

In the Articles:

Articles	means the articles of association of the Company.
Chair	means the chair of the Governors.
Charities Acts	means the Charities Act 2011 and the Charities Act 2022.
Commission	means the Charity Commission for England and Wales.
Company	means the company governed by the Articles.
Circulation Date	means the circulation date of a written resolution being the date at which copies of it are sent or submitted (by post or in electronic form) to the Members or to at least one Member.
clear days	in relation to any period of notice means 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.
Companies Act	means the Companies Act 2006.
Connected Person	means any person falling within one of the following categories: <ul style="list-style-type: none">a. any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a Director; or

- b. the spouse or civil partner of any person in (a); or
- c. any person who carries on business in partnership with a Director or with any person in (a) or (b); or
- d. an institution which is controlled by either a Director, any person in (a), (b) or (c), or a Director and any person in (a), (b) or (c), taken together;
- e. a corporate body in which a Director or any person in (a), (b) or (c) has a substantial interest, or two or more such persons, taken together, have a substantial interest.

Sections 350 to 352 of the Charities Act 2011 apply for the purposes of interpreting the terms used in this Article.

Electronic form	means a document supplied by electronic means (such as by email) or by any other means which is in electronic form.
Governors	means the directors of the Company, being the charity trustees of the Company (and "Governor" means any one of them).
Hard copy	Means a document supplied in paper copy or similar form capable of being read.
Member and Membership	refer to membership of the Company.
Month	means calendar month.
Objects	means the objects of the Company set out in Article 5.
Ordinary Resolution	means a resolution of the Members that is passed by a simple majority.
Parent	means the parent of or, as the case may be, anyone with parental responsibility for, a Pupil.
Pupil	means a pupil at the School.
Secretary	means the secretary of the Company, or if no secretary has been appointed the person appointed to carry out the duties of the secretary of the Company.
School	means Hampton School any other school or schools from time to time run by the Company.

Special Resolution	means a resolution of the Members that is passed by a majority of 75% or more.
Trustee	means a director of the Company, and includes any person occupying the position of director, by whatever name called.
United Kingdom	means the United Kingdom of Great Britain and Northern Ireland.

2. Rules of interpretation

- 2.1 Reference to any provisions of the Companies Act or the Charities Acts or any other statute shall be a reference to such provisions as modified or re-enacted by any statute or regulations for the time being in force.
- 2.2 Except as provided above, words or expressions defined in the Companies Act or the Charities Acts (subject to any statutory modification or re-enactment) in force at the date on which these Articles become binding on the Company shall bear the same meanings in these Articles unless inconsistent with the subject or context.
- 2.3 Words in the singular include the plural and vice versa.
- 2.4 Headings and sub-headings are for ease of reading and unless they form part of a phrase or sentence, do not form part of these Articles.
- 2.5 Articles 5, 6.26, 8 and 37 shall not be amended without the prior written consent of the Commission, unless the proposed amendments are permitted without such written consent.

3. Name and Registered Office

- 3.1 The name of the Company is Hampton School.
- 3.2 The registered office of the Company is to be in England and Wales.

4. Exclusion of model articles

The model articles in Schedule 2 of the Companies (Model Articles) Regulations 2008 do not apply to the Company.

5. Objects

The objects for which the Company is established are to advance the education of boys and girls and in particular (but not limited to) running a day and/or boarding school or schools ("the School") in or near Hampton and by ancillary or incidental educational activities and other associated activities for the benefit of the community.

6. Powers

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

- 6.1 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) and any rights or privileges the acquisition of which the Company may think necessary or

convenient for any of the purposes of the Company, including but not restricted to the power to acquire property, rights, privileges and liabilities of the School;

- 6.2 to carry on the School in pursuance of the Objects under the name of Hampton School or such other name as the Governors shall decide from time to time and the power in the absolute discretion of the Governors also to promote education and training;
- 6.3 to institute, establish, contribute towards and administer scholarships, exhibitions, bursaries, grants, awards, prizes and other benefactions tenable at the School to pupils selected on grounds of merit or considered worthy of suitable reward or mark of distinction;
- 6.4 to provide maintenance allowances for pupils in financial need to enable them to attend the School and/or to enable them to participate in co-curricular activities undertaken for educational purposes and to make such other allowances as the Governors shall in their absolute discretion consider appropriate to members of the staff or to other persons for the education of their children at the School;
- 6.5 to construct, maintain, add to, improve, furnish, equip and alter any building or erection necessary for the work of the Company;
- 6.6 to provide a school or schools, classrooms, offices, board, lodgings and other facilities for pupils, teachers, and others instructed or employed by the Company, including facilities for study, research, recreation sports and also performance of artistic and cultural activities of every description;
- 6.7 to sell, lease, mortgage, turn to account, manage and improve all or any of the property or assets of the Company subject to such terms and conditions as may be thought expedient and to exercise any rights privileges or advantages, easements or other benefits attached to such property or assets and to undertake, maintain, execute and do all such lawful acts, matters and things as the Company may be obliged or required or ought to do as the owner of such property or assets (but only in accordance with the restrictions imposed by the Charities Acts);
- 6.8 to grant licences or make any disposition of the property or assets of the Company to a trading company formed and operated for a purpose (inter alia) of benefiting the Company (but only in exchange for full value consideration and subject to the Charities Acts). It shall be a condition of any such licence or disposition that the trading company shall by some tax effective means (currently by Gift Aid) transfer all its profit of a capital and income nature in favour of the Company and that no licence or disposition shall be of such a nature or scope as to make improper or excessive use of the property or other assets of the Company for non-charitable purposes;
- 6.9 to procure, obtain, collect and receive money and funds by way of fees, contributions, donations, subscriptions, legacies, grants, licence fees, appeals for funds or any other lawful method, and to accept and receive any gifts or property of any description, whether subject to any special trust or not. Provided always that any moneys so received by the Company shall be used or applied by the Company for or towards its Objects;
- 6.10 to establish charitable trusts for any charitable purpose or purposes in any way connected with the Objects and to act as trustee and to undertake and execute any charitable trust whether established by the Company or otherwise which may lawfully be undertaken by the Company and may be necessary for the attainment of its

Objects, and to perform any services in furtherance of the Objects, gratuitously or otherwise and to hold on separate trusts and not as part of the corporate property of the Company any land or funds previously held by the Governors of Hampton School or any other legal person on behalf of the School and found by the Commission or the court to have been permanent endowment land or funds;

- 6.11 to accept any gifts, endowments, legacies, bequests, devises, subscriptions, grants, loans or contributions of any kind of money or property of any kind including contributions subject to special trusts or conditions: Provided that in relation to any contributions subject to any special trusts or conditions the Company shall hold and apply the same in accordance with the trusts and conditions on which they were transferred and shall only deal with or invest the same in such manner allowed by law, having regard to such trusts;
- 6.12 to adopt such means of publicising the Company and its Objects and activities as may seem expedient, and in particular by advertising in any media, and by granting prizes, awards and donations.
- 6.13 to employ:
 - 6.13.1 a Head (by whatever title known) to carry on the day-to-day work of the School and to manage the Company's property or any part thereof subject always to the control and supervision of the Governors; and
 - 6.13.2 to employ such officials, teaching staff and support staff as and upon such terms as the Governors thinks fit; and
 - 6.13.3 to decide and to fix salaries as the Governors may deem proper and to enter into any service agreements which they shall consider necessary or desirable; and
 - 6.13.4 to terminate any such employment upon such terms as the Governors may decide;
- 6.14 to take such steps by personal or written appeals, public meetings, film shows, sales of booklets and advertising matter, or otherwise, as may from time to time be deemed expedient for procuring contributions or donations or income to enable the Company to carry out any of its Objects which may require such assistance;
- 6.15 to such consents as may be required by law, the power to borrow and raise money and to secure by mortgage, charge or lien upon the whole or any part of the Company's property or assets (whether present or future) the discharge by the Company or any other person of any obligation or liability, or raise money for the purposes of the Company on such terms and in such manner as the Governors may think fit;
- 6.16 to lend and advance money or give credit on any terms and with or without security to any person, firm or company, including a trading company formed and operated in accordance with Article 6.8, to enter into guarantees, contracts of indemnity and suretyships of all kinds, to receive money on deposit or loan upon any terms and to secure or guarantee in any manner and upon any terms the payment of any sum of money or the performance of any obligation by any person, firm or company;
- 6.17 to subscribe or guarantee money for charitable purposes in any way connected with the purposes of the Company or calculated to further its Objects;

- 6.18 to make any charitable donation either in cash or assets for the furtherance of the Objects;
- 6.19 to invest the moneys of the Company not immediately required for its purposes in or upon such investments securities or property as may be thought fit, subject to such conditions (if any) and such consents (if any) as may be imposed or required by law;
- 6.20 to delegate upon such terms and at such reasonable remuneration as the Company may think fit to professional investment managers (the Managers) the exercise of all or any of its powers of investment provided that:
 - 6.20.1 the Managers shall be authorised to carry on investment business under the provisions of the Financial Services and Markets Act 2000 as amended from time to time or any legislation enacted in substitution thereof;
 - 6.20.2 the delegated powers shall be exercisable only within clear policy guidelines drawn up in advance by the Company;
 - 6.20.3 the Managers shall be under a duty to report promptly to the Company any exercise of the delegated powers, to report every transaction carried out by the Managers to the Company and to report regularly on the transactions, holdings and performance of investments managed by them;
 - 6.20.4 the Company shall be bound to review the arrangements for delegation at intervals not (in the absence of special reasons) exceeding fourteen (14) months; any failure by the Company to undertake such reviews within the period of fourteen (14) months shall not invalidate the delegation;
 - 6.20.5 the Company shall be responsible for choosing the Managers; fixing or enforcing the terms upon which the Managers are employed; requiring the remedy of any breaches of those terms and otherwise supervising the Managers but the Governors shall not be liable for the acts and defaults of the Managers;
 - 6.20.6 the Company is entitled to give reasonable notice to cancel the delegation arrangements at any time; and
 - 6.20.7 the Managers shall be appointed on terms that they do not in respect of the assets of the Company do anything outside the powers of the Company
- 6.21 to arrange for investments or other property of the Company to be held in the name of a nominee (being a corporate body) under the control of the Governors or a person authorised to carry on business as an investment manager or custodian under the provisions of the Financial Services and Markets Act 2000 as amended from time to time or any legislation enacted in substitution thereof acting under their instructions and to pay any reasonable fee required;
- 6.22 to establish, support, subsidise, promote, co-operate or federate with, affiliate or become affiliated to, act as trustees or agents for, or manage or lend money or other assistance to any other educational association, society or other body, corporate or unincorporated, established for charitable purposes only;
- 6.23 to amalgamate, federate, affiliate, co-operate or combine wholly or in part with or to any charitable institutions, societies or companies formed for objects similar to those of the Company, such institutions, societies or companies being prohibited from

distributing profits and assets among their members to at least the extent imposed by these Articles;

- 6.24 to transfer or make over with or without valuable consideration any part of the property or assets of the Company not required for the purposes for which it is formed to any body having charitable purposes or a charitable purpose as its objects or object, provided that such body is by its constitution prohibited from distributing its profits or assets among its members to at least the extent imposed by these Articles upon the Company and subject in all respects to the provisions of the Charities Acts and any amendment or re-enactment thereof;
- 6.25 to make all reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees and their widows or widowers and other dependants;
- 6.26 to insure at the expense of the Company and arrange insurance cover for and to indemnify its officers, staff, voluntary workers and members from and against all such risks incurred in the course of their duties as may be thought fit and in relation to the Governors (or any of them) so far as is permitted by Article 6.27 of this Appendix;
- 6.27 subject to Articles 6.27.1 and 6.27.2, to provide indemnity insurance to cover the liability of the Governors or any officer of the Company (or any of them) in relation to the following liabilities;
 - 6.27.1 any liability that by virtue of any rule of law would otherwise attach to a director of a company in respect of any negligence, default, breach of duty or breach of trust of which he or she may be guilty in relation to the Company;
 - 6.27.2 the liability to make a contribution to the Company's assets as specified in section 214 of the Insolvency Act 1986 (wrongful trading).

provided that:

- 6.27.3 any such insurance in the case of 6.27.1 above shall not extend to:
 - (a) any liability resulting from conduct which the Governors knew, or must be assumed to have known, was not in the best interests of the Company, or which the Governors did not care whether it was in the best interests of the Company or not;
 - (b) any liability to pay the costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud or dishonesty or wilful or reckless misconduct of the Governors;
 - (c) any liability to pay a fine.

There is excluded from 6.27.2 any liability to make such a contribution where the basis for the Governor's liability is his or 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;

- 6.28 to insure the Company and the Company's property against such risks as the Governors shall consider it prudent or necessary to insure against;

- 6.29 to make bye-laws, rules and regulations with regard to the affairs or the management of the Company;
- 6.30 to do all such other lawful things as are necessary for the attainment of the above objects or any of them;
- 6.31 to pay out of the funds of the Company all the costs, charges and expenses preliminary or incidental to the promotion, formation, establishment and incorporation of the Company; and
- 6.32 to do anything else within the law that promotes or helps to promote the Objects.

7. Application of income and property

The income and property of the Company obtained from any source shall be applied solely towards the promotion of the Objects and no part of it shall be paid or transferred, directly or indirectly by way of dividend, bonus or in any other way by way of profit, to members of the Company and no Governor shall be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or moneys worth from the Company except as authorised by these Articles of Association.

8. Benefits to Members and Governors

- 8.1 The property and funds of the Company must be used only for promoting the Objects and Governors must not receive any payment of money or other material benefit (whether directly or indirectly) from the Company. However, the Company may make payment or remission (as the case may be) in good faith of:
 - 8.1.1 reasonable and proper remuneration and benefits to any officer or servant of the Company (not being a member of the board of Governors of the Company) for any services actually rendered to the Company; and/or
 - 8.1.2 interest on money lent by any member of the Company or its board of Governors at a rate per annum not exceeding 2% over the base rate prescribed for the time being by Barclays Bank plc, or 3% whichever is the greater; and/or
 - 8.1.3 reasonable and proper rent or other payment for premises demised, let or licensed to the Company by any member of the Company or any member of the board of Governors; and/or
 - 8.1.4 fees, remuneration or other benefit in money or money's worth to a company of which a Governor is a member holding not more than 2% of the issued capital thereof and such member shall not be bound to account for any share of profits he may receive in respect of any such payment; and/or
 - 8.1.5 reasonable out-of-pocket expenses incurred by any Governor in connection with the performance of his duties as Governor; and/or
 - 8.1.6 any premium in respect of indemnity insurance as referred to in Articles 6.26 and 6.27; and/or

- 8.1.7 an indemnity to a Governor or other officer of the Company against any liability incurred by him in that capacity, to the extent permitted by section 234 of the Companies Act; and/or
 - 8.1.8 a payment or remission under a scholarship, exhibition, bursary, grant, award, prize, assisted place or other benefaction in respect of part or all of the fees payable for a pupil at the School, or otherwise for the benefit of a pupil or former pupil of the School, following a competitive examination and/or some other process of assessment or adjudication of merit, need or appropriateness, even though a member of the Company or Governor is a Parent or other responsible adult acting in place of a Parent of such pupil or former pupil; and/or
 - 8.1.9 any sum or material benefit due and payable under a contract entered into pursuant to Article 8.2 below; and/or
 - 8.1.10 any other payment or benefit made with the prior consent of the Commission.
- 8.2 Any Governor (or any firm or company of which a Governor is a member or employee) may enter into a contract with the Company to supply goods and/or services in return for payment or other material benefit, but (except in the case of Article 8.1.4 above) only if:
- 8.2.1 the goods and/or services are actually required by the Company; and
 - 8.2.2 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 procedures in clause 27 below; and
 - 8.2.3 no more than half of the Governors are parties to such a contract in any financial year.
9. Members
- 9.1 As to persons becoming Members the Governors shall be the Members, subject to their ceasing to be Members in accordance with Article 9.3.
 - 9.2 The number of Members shall not be less than ten, nor more than twenty five.
 - 9.3 As to a person ceasing to be a Member:
 - 9.3.1 a person shall cease to be a Member when they cease to be a Governor and their name shall be removed from the Register of Members;
 - 9.3.2 no Member may withdraw from membership except on ceasing to be a Governor (see Article 24.1 below); and
 - 9.4 Membership shall not be transferable.
10. General meetings
- 10.1 All Members' meetings shall be called General Meetings.
 - 10.2 A General Meeting:

- 10.2.1 may be convened whenever the Governors see fit; or
 - 10.2.2 shall be convened by the Governors if Members holding not less than one-tenth of the total voting rights of all Members make a requisition in hard copy or in electronic form pursuant to the provisions of the Companies Act which must be left at or sent to the registered office, stating the object of the proposed meeting; or
 - 10.2.3 may be convened by the requisitioners if the Governors has not within 21 days from receipt of a requisition given notice to convene the meeting.
11. Notice of general meetings
- 11.1 As to notice of General Meetings:
- 11.1.1 all General Meetings shall be called by at least 14 clear days' notice but may be called by shorter notice if it is so agreed by a majority in number of the Members having a right to attend and vote being a majority together holding not less than 90 per cent of the total voting rights at the meeting of all the Members; and
 - 11.1.2 the notice shall specify the time and place of the meeting and the general nature of the business to be transacted;
 - 11.1.3 the notice shall be given to all the Members and to the auditors;
 - 11.1.4 the accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.
 - 11.1.5 a Member present at any meeting of the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.
- 11.2 Notice of meetings or documents shall be sent or supplied to Members by or through a combination of:
- 11.2.1 hard copy (see Article 34.10.1);
 - 11.2.2 in electronic form (see Article 34.10.2); or
 - 11.2.3 by means of a website (see Article 34.10.3).
12. Proceedings at general meetings
- 12.1 The quorum requirements for General Meetings are:
- 12.1.1 five Members participating shall constitute a quorum for a General Meeting;
 - 12.1.2 a Member shall not be counted in the quorum on any matter on which they are not entitled to vote;
 - 12.1.3 no business shall be transacted at any meeting unless a quorum is present; and

- 12.1.4 if a quorum is not present within 30 minutes from the time appointed for a meeting to start:
 - (a) a meeting convened on the requisition of the Members shall be dissolved; or
 - (b) any other meeting shall be adjourned to such other time date and place not less than seven days and not more than 28 days thence as the chair shall appoint; or
 - (c) if the adjourned meeting is inquorate 30 minutes after the time appointed for it to start, the Members present shall constitute a quorum.
13. Resolutions, other than special resolutions, put to the vote of a meeting shall be decided on simple majority and special resolutions shall be decided on a majority of at least 75 per cent of those present in person or by proxy and entitled to vote.
14. Votes of members at general meetings
 - 14.1 A resolution put to the vote at a meeting shall be decided on a show of hands and on a show of hands every Member present in person or by proxy shall have one vote.
 - 14.2 No objection shall be raised to the qualification of any voter, except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chair whose decision shall be final and conclusive.
 - 14.3 A declaration by the chair 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 minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
 - 14.4 In the case of an equality of votes at a meeting the chair shall be entitled to a casting vote in addition to any other vote they may have, but for the avoidance of doubt the chair shall not have a casting vote in the case of a written resolution of the Members.
15. The chair of a general meeting
 - 15.1 The chair of a General Meeting shall be:
 - 15.1.1 the Chair of the Governors; or
 - 15.1.2 if they are not present within 15 minutes after the time appointed for the meeting to start or is unwilling to preside or has an interest in a matter to be decided, the Vice-chair of the Governors; or
 - 15.1.3 if they too are not present within 15 minutes after the time appointed for it to start or is unwilling to preside or has an interest in a matter to be decided, a Member chosen by the Members present to chair the meeting.
16. Adjournment of a general meeting
 - 16.1 The procedures for adjournment of a General Meeting are:

- 16.1.1 the chair of a meeting may, with the consent of the meeting, or when so directed by a quorate meeting, adjourn the meeting to such other time and place within the next 14 days as the chair thinks fit;
 - 16.1.2 no business shall be transacted at an adjourned meeting except business which could have been transacted if that meeting had taken place; and
 - 16.1.3 if a meeting is adjourned for seven days or more, notice of the adjourned meeting shall be given specifying the time and place of the adjourned meeting. Otherwise it shall not be necessary to give any such notice.
17. Proxies
- 17.1 All Members are entitled to appoint a proxy to attend and vote at a General Meeting.
 - 17.2 An instrument appointing a proxy shall be in writing executed by or on behalf of the appointer and in a form acceptable to the Governors.
 - 17.3 The instrument appointing a proxy and any authority under which it is executed or a copy of such authority certified by a notary or in some other way approved by the Governors may be deposited at the registered office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote and an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid.
 - 17.4 A vote given by proxy shall be valid notwithstanding the previous determination of authority of the person voting unless notice of the determination was received by the Company at the registered office or at such other place at which the instrument of proxy was duly deposited before the commencement of the meeting or adjourned meeting at which the vote given.
18. Written resolutions of members
- 18.1 The Company may pass a resolution in writing provided the requisite number of eligible Members have consented to the resolution. Such a resolution will be effective as if it was passed at a General Meeting duly convened and held where the Members would have been entitled to vote upon it.
 - 18.2 For the purposes of these Articles, an eligible Member is one who would be entitled to attend and vote on the resolution on the circulation date at a meeting. Any objection as to the eligibility of a Member to vote on a written resolution shall, as soon as reasonably practicable, be referred to the Chair whose decision shall be final and conclusive.
 - 18.3 A written resolution is passed once the requisite number of eligible Members have signified their agreement to it. The requisite number is:
 - 18.3.1 in the case of an ordinary resolution, a simple majority of the total voting rights of eligible Members; and
 - 18.3.2 in the case of a special resolution, a majority of not less than 75 per cent of the total voting rights of eligible Members.

- 18.4 An eligible Member may only signify their agreement to a resolution (or not as the case may be) on one occasion.
- 18.5 Where the Company proposes to pass a special resolution by means of a written resolution, it must state in the written resolution that it is to be passed by means of a special resolution.
- 18.6 As to the circulation of written resolutions:
- 18.6.1 the Company must send a copy of the resolution to every eligible Member in hard copy form, in electronic form or by means of a website in accordance with Articles 34.10.1 to 34.10.3. The resolution may consist of several documents in like form, each authenticated on behalf of the Company.
- 18.6.2 a copy of the written resolution must be provided with a statement informing the eligible Member:
- (a) how to consent to the resolution; and
- (b) the date by which the resolution must be passed so that it does not lapse (in accordance with Article 18.7).
- 18.7 A proposed written resolution will lapse if it is not passed before the deadline set out in the statement accompanying the written resolution and in the absence of such statement shall lapse 56 days after the circulation date.
- 18.8 Any agreement by a Member to a written resolution is invalid if given after that date.
- 18.9 A Member has agreed to a written resolution where the Secretary receives from them in hard copy or electronic form (or from someone acting on their behalf) an authenticated document that:
- 18.9.1 identifies the resolution to which it relates; and
- 18.9.2 indicates the Members agreement to the resolution.
- 18.10 Once the Members agreement to the resolution has been obtained, it cannot be revoked.
19. The Governors
- 19.1 The Governors, as Company Governors, have control of the Company and its property and funds.
- 19.2 The number of Governors shall be not less than ten and not more than twenty five competent persons being:
- 19.2.1 one ex officio Governor; and
- 19.2.2 at least nine and not more than twenty four co-opted Governors.
- 19.3 The Company may by special resolution passed in General Meeting increase or reduce the number of Governors and determine in what rotation such numbers shall go out of office.

- 19.4 The Governors may appoint any such person as they in their discretion consider suitable to be a Governor to fill a casual vacancy or as an additional Governor up to the maximum number of Governors permitted under these Articles at any one time.
- 19.5 The Governors may appoint to the board of Governors by a simple majority vote such persons as they consider suitable to be co-opted Governors.
- 19.6 The Ex-officio Governor shall be the Vicar of the Ecclesiastical Parish of St Mary, Hampton for the time being.
- 19.7 If unwilling to act, before accepting appointment as a Governor, the Vicar of the Ecclesiastical Parish of St Mary, Hampton will inform the Governors in writing and the position will be vacant until their successor is appointed.
- 19.8 Every person wishing to become a Governor may be required to sign a declaration of acceptance and of willingness to act as a Governor, and also consent to become a Member, in the form prescribed by the Governors from time to time, and shall if requested make disclosures for the purposes of a Disclosure and Barring Service check (or equivalent).
- 19.9 Any such declaration shall include confirmation that the proposed Governor is not disqualified from becoming a Governor by reason of any provision in these Articles, but the Governors shall not unless required by law be required to carry out any independent investigation on such matter and shall be entitled to rely upon such confirmation.
- 19.10 Each new Governor shall become entitled to the rights of being a Governor, including, but not limited to, the right to such information and advice with regard to the activities of the Company as Governors may lawfully and reasonably be able to supply or procure.
20. Qualifications and Disqualification of Governors
- 20.1 No person shall take office as a Governor:
- 20.1.1 unless they are a natural person, and not a body corporate;
- 20.1.2 unless they are aged 18 or over;
- 20.1.3 if they are employed by the Company;
- 20.1.4 in circumstances such that, had they already been a Governor, they would have been disqualified from acting under the provisions of Articles 20.2, or 24.3 to 24.5,
- but a person may be a Governor notwithstanding that they are a Parent of a Pupil, or prospective or former Pupil, who is in receipt of, or in respect of whom an application is being made for, or is eligible to be considered for, a scholarship, exhibition, bursary, grant, award, prize, other benefaction, maintenance allowance, leaving exhibition or other benefit granted in accordance with the provisions of the Articles.
- 20.2 A person shall be disqualified from holding or continuing to hold office as a Governor if:

- 20.2.1 they become incapable by reason of mental disorder, illness or injury of managing or administering their own affairs; or
- 20.2.2 they have been adjudged bankrupt or sequestration of their estate has been awarded and (in either case) they have not been discharged and the bankruptcy order has not been annulled or rescinded; or
- 20.2.3 they have made a composition or arrangement with, or granted a trust deed for, their creditors and has not been discharged in respect of it; or
- 20.2.4 at any time when they are subject to a disqualification order under the Company Directors Disqualification Act 1986 or to an order made under section 429(2)(b) of the Insolvency Act 1986 (failure to pay under county court administration order) or if they cease to be a Governor by virtue of any provision in the Charities Act 2011; or
- 20.2.5 they are disqualified from acting as a trustee or director by virtue of section 178 of the Charities Act 2011; or
- 20.2.6 they have been removed from the office of charity trustee or trustee for a charity by an order made by the Commission or the High Court on the grounds of any misconduct or mismanagement in the administration of the charity for which they were responsible or to which they were privy, or which they by their conduct contributed to or facilitated; or
- 20.2.7 at any time their name is included in any list of persons considered to be unsuitable to have access to children or young persons (which shall include, without limitation, the Sex Offenders Register); or
- 20.2.8 at any time prior to taking office as a Governor or since taking office they have been convicted, or charged, and the charge has not been dropped, of an offence of a type, or carrying such punishment, as the Governors may prescribe by Rules made for the purpose; or
- 20.2.9 in any other circumstance prior to taking office as a Governor or since taking office considered by the Governors to be material they are disqualified in accordance with Rules (see Article 22) made for the purpose.
- 20.3 Where, by virtue of these Articles a person becomes disqualified from holding, or from continuing to hold, office as a Governor; and they are, or is proposed, to become such a Governor, they shall upon becoming so disqualified give written notice of that fact to the Secretary.
- 20.4 Articles 20.1 to 20.3 also apply to any member of any committee of the Governors who is not a Governor.
- 21. Powers of Governors
- 21.1 General provisions concerning Governors' powers are:
 - 21.1.1 subject to the provisions of the Companies Act, the Charities Acts and the Articles and to any directions given by resolution, the business of the Company shall be managed by the Governors who may exercise all the powers of the Company;

- 21.1.2 no alteration of the Articles of Association and no such direction shall invalidate any prior act of the Governors which would have been valid if that alteration had not been made or that direction had not been given;
 - 21.1.3 the powers given by this Article shall not be limited by any special power given to the Governors by the Articles; and
 - 21.1.4 a meeting of Governors at which a quorum is present may exercise all powers exercisable by the Governors.
- 21.2 Any bank account in which any part of the assets of the Company is deposited shall be operated by the Governors and shall indicate the name of the Company. Cheque signature authorisation levels are in accordance with the bank mandate approved from time to time by the board of Governors.
22. Rules
- 22.1 The Governors may from time to time make such Rules as they may deem necessary or expedient or convenient for the proper conduct and management of the Company and its affairs, but consistent always with these Articles.
- 22.2 The absence of any such Rules in respect of any such matter shall not preclude the Governors from otherwise making a determination in any particular case where not inconsistent with the provisions of these Articles.
- 22.3 A copy of all Rules currently in force from time to time shall be kept with the minutes book of the Company and shall be published in such manner as the Governors consider appropriate having regard to the subject matter of the Rules.
23. Delegation of Governors' powers
- 23.1 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, including authority for the agent to delegate all or any of their powers.
- 23.2 In relation to committees established by the Governors:
- 23.2.1 the Governors may establish any committee to exercise, subject to these Articles, powers and functions of the Governors. The constitution, membership and proceedings of any committee of the Governors shall be determined by the Governors. The Governors shall indicate in hard copy or electronic form to such a committee the extent and nature of the powers so delegated;
 - 23.2.2 the establishment, terms of reference, constitution and membership of any committee of the Governors shall be reviewed at least once in every 15 months;
 - 23.2.3 the membership of any committee of the Governors may include persons who are not Governors provided that a majority of members of any such committee shall be Governors. The chair of each committee shall be a Governor. The Governors may determine that some or all of the members of a committee who are not Governors shall be entitled to vote in any proceedings of the committee. No vote on any matter shall be taken at a

meeting of a committee of the Governors unless the majority of members of the committee present are Governors;

23.2.4 the quorum for any meeting of a committee shall be determined by the Governors from time to time and in default shall be two Governors;

23.2.5 for the avoidance of doubt, the Governors may delegate all financial and other matters, between meetings of Governors, to a committee, including authority:

(a) to resolve upon the operation of any bank account according to such mandate as it shall think fit;

(b) to preserve the assets of the Company, the maintenance of the School as a going concern and take other urgent actions as such committee considers necessary or desirable; and

(c) implement the policies adopted by the Governors

23.2.6 such committees shall conform to any Rules imposed by the Governors;

23.2.7 all delegations of powers to any committee shall be revocable by the Governors at any time;

23.2.8 unless the terms of the delegation to a committee are to the contrary, a committee may delegate any of its powers or the implementation of any of its resolutions to any sub-committee and the provisions of these Articles shall apply to such sub-committee as they apply to any committee with all such changes as the context may require; and

23.2.9 the meetings and proceedings of any such committee shall otherwise be governed by the provisions of these Articles for regulating the meetings and proceedings of the Governors so far as applicable unless superseded by any subsequent decisions of or Rules made by the Governors.

24. Term of Office Resignation & Removal of Governors

24.1 As to the term of office of Governors:

24.1.1 the normal period of service of Governors shall:

(a) for the Ex-officio Governor, while they hold office, be five years;

(b) for each Co-opted Governor, expire on the fifth anniversary of their taking office, except that the Governors may at any time determine in each particular case that the term of office shall instead expire at the end of a meeting of Governors held within six months following such fifth anniversary. In such a case their successor may take office during the course of any such meeting even though the person they replace continues in office until the end of such meeting, subject always to the total number of Governors not exceeding the number provided for in Article 19.2;

24.1.2 the Governors may provide by Rules or in any particular case that a Governor appointed to fill a casual vacancy shall hold office for the

- unexpired term of the office of the Governor in whose place they are appointed;
- 24.1.3 unless the Governors resolve by a unanimous vote of those present and voting that a person who has been a Governor for a continuous period of 15 years should continue in office, that Governor shall retire at the end of the next meeting of Governors and following retirement;
 - 24.1.4 retirement of a Governor in accordance with paragraphs 24.1.1 to 24.1.3 shall only occur if at least ten Governors will remain in office when the retirement is to take effect, but if this would not be the case then such retirement shall occur at the next meeting of the Governors that it could do so with at least ten Governors remaining in office; and
- 24.2 In accordance with the Companies Act upon giving of special notice of 28 days the Company may by passing a resolution (and complying with the procedures set out in sections 168 and 169 of the Companies Act) remove any Governor before the end of their period of office notwithstanding anything in these Articles or any agreement between the Company and the Governor to the contrary.
- 24.3 The office of a Governor, shall be vacated if:
- 24.3.1 they die; or
 - 24.3.2 any event or circumstance occurs which would disqualify them from being appointed a Governor on the terms of Article 20; or
 - 24.3.3 they resign their office by notice to the Company (but only if at least ten Governors will remain in office when the notice of resignation is to take effect); or
 - 24.3.4 they shall for more than five consecutive meetings have been absent without permission of the Governors from meetings of Governors and the Governors resolve that their office be vacated; or
 - 24.3.5 they shall in the opinion of the Governors be unable properly to fulfil their duties as a Governor by reason of illness, disability or infirmity and the Governors resolve that their office be vacated; or
 - 24.3.6 they are removed from office by resolution of the Company in accordance with Article 24.2; or
 - 24.3.7 they fail to declare the nature of any direct or indirect interest in Company business as required by the Companies Act or these Articles and the Governors determine that their office be vacated; or
 - 24.3.8 they cease to hold office by virtue of any provision of the Companies Act.
- 24.4 The removal of a Governor shall be without prejudice to and shall not affect any obligation or liability incurred by them or to which they were subject prior to their removal.
- 24.5 Where a Governor resigns their office or is removed from office, the Governor or, where they are removed from office, those removing them, shall give notice thereof to the Secretary in hard copy or electronic form.

25. Governors' Expenses

Governors may be paid all reasonable and proper out of pocket travelling, hotel and other expenses properly incurred by them in connection with their attendance at meetings of Governors or committees of Governors or General Meetings or otherwise in connection with the discharge of their duties, but shall otherwise be paid no remuneration.

26. Governors' Appointments and Interests

26.1 Any Governor who has any personal interest in any matter to be discussed at a meeting of Governors, including any duty or pecuniary interest (direct or indirect) in any contract or arrangement proposed to be entered into by the Company, shall disclose the interest before the discussion begins and shall withdraw from that part of a meeting of the Governors at which that matter is under discussion, unless expressly invited to remain in order to provide information, and shall not vote.

26.2 A Governor shall be deemed to have a personal interest and may not vote or take part in any proceedings concerning the award or continuance of any scholarship, exhibition, bursary, grant, award, prize, other benefaction, maintenance allowance, leaving exhibition or other benefit of any Pupil, or prospective or former Pupil in respect of whom such Governor is the Parent or a relative or concerning any specific issue in respect of such Pupil, or prospective or former Pupil. For this purpose a Governor and a Pupil, or prospective or former Pupil, are relatives if, to the knowledge of such Governor, they have a common ancestor, whether related by blood, adoption, marriage or legal guardianship being no more remote in either case than that of a grandparent.

27. Conflicts of interest

27.1 A Trustee must avoid a situation in which he or she has an interest or duty that conflicts or possibly may conflict with the interests of the Company. This duty is not infringed if:

27.1.1 the situation cannot reasonably be regarded as likely to give rise to a conflict of interest;

27.1.2 the situation is authorised by the Trustees in accordance with Article 27.2; or

27.1.3 the situation relates to the purchase of trustee indemnity insurance in accordance with Article 6.26.

27.2 If a conflict of interests arises for a Trustee, the unconflicted Trustees may authorise such a conflict of interests provided that:

27.2.1 the procedure in Article 27.3 is followed;

27.2.2 authorisation will not result in any direct or indirect material benefit being conferred on any Trustee or any Connected Person that would not be permitted by Article 8; and

27.2.3 the unconflicted Trustees consider it is in the best interests of the Company to authorise the conflict of interest in the circumstances.

- 27.3 Whenever a Trustee has an interest in a matter to be discussed at a meeting of the Trustees or a committee, the Trustee concerned must:
- 27.3.1 declare his or her interest before discussion begins on the matter;
 - 27.3.2 withdraw from the meeting for that item unless expressly invited to remain in order to provide information;
 - 27.3.3 not be counted in the quorum for that part of the meeting;
 - 27.3.4 withdraw during the vote and have no vote on the matter.
- 27.4 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.
28. Proceedings of Governors
- 28.1 Subject to the provision of the Articles, the Governors may regulate their proceedings as they think fit.
- 28.2 As regards the number of Governors at Governors' meetings:
- 28.2.1 the quorum for a meeting of the Governors, and any vote on any matter at such a meeting, shall be any five Governors;
 - 28.2.2 the Governors may act even though there is a vacancy in their body provided that if there are fewer than five Governors, they may act as the Governors only to:
 - (a) appoint, and confirm the appointment of, additional Governors, including accepting them also as Members; or
 - (b) convene a General Meeting, and propose resolutions to be considered at such meeting; or
 - (c) pending the appointment of additional Governors, act to preserve the assets of the Company and the maintenance of the School as a going concern or take other urgent action.
- 28.3 As to the holding of meetings of Governors:
- 28.3.1 the Governors shall hold at least three meetings in each year;
 - 28.3.2 meetings of the Governors shall be convened by the Secretary;
 - 28.3.3 in exercising their functions under this Article the Secretary shall comply with any direction:
 - (a) given by the Governors; or
 - (b) given by the Chair of the Governors or, in their absence or where there is a vacancy in the office of Chair, the Vice-chair of the Governors, so far as such direction is not inconsistent with any such direction given by the Governors; and

- 28.3.4 Any three Governors may, by notice in hard copy or electronic form given to the Secretary, requisition a meeting of the Governors and it shall be the duty of the Secretary to convene such a meeting as soon as is reasonably practicable.
- 28.4 As to notice of meetings of the Governors:
- 28.4.1 each Governor shall be given, at least seven clear days before the date of a meeting:
- (a) notice in hard copy or electronic form of the meeting; and
 - (b) so far as is practicable a copy of the agenda for the meeting together with copies of relevant papers for consideration as envisaged in such agenda,
- provided that where the Chair or, in their absence or where there is a vacancy in the office of Chair, the Vice-chair, so determines on the ground that there are matters demanding urgent consideration, it shall be sufficient if the notice of a meeting in hard copy or electronic form or the copies of the agenda or of the relevant papers are given within such shorter period as the Chair or the Vice-chair (as the case may be) directs;
- 28.4.2 a quorate meeting of the Governors duly convened shall be competent to exercise all the authorities, powers and discretions by or under these Articles for the time being vested in the Governors generally;
- 28.4.3 a resolution to rescind or vary a resolution carried at a previous meeting of the Governors shall not be proposed at a meeting of the Governors unless the consideration of the rescission or variation of the previous resolution is a specific item of business on the agenda for that meeting;
- 28.4.4 the convening of a meeting and the proceedings conducted thereat shall not be invalidated by reason of any Governor not having received notice of the meeting in hard copy or electronic form or a copy of the agenda thereof.
- 28.5 Notice of meetings or documents shall be sent or supplied to Governors through either hard copy (see Article 28.6) or electronic form (see Article 28.7), or a combination of both.
- 28.6 A notice or document sent by hard copy may be given, either personally, by sending it in a prepaid envelope to, or by leaving it at the Governor's notified address.
- 28.7 Notices or documents sent in electronic form shall:
- 28.7.1 only be sent to the Governor if they have agreed to receive it in that form and have not, since the time of that agreement, indicated otherwise; and
 - 28.7.2 be sent to a notified address either by electronic means (such as by email) or by post (such as by disk) in accordance with Article 28.6.
- 28.8 As to the chair of a meeting of the Governors where the Chair is absent:

- 28.8.1 where the Chair is absent from any meeting or there is at the time a vacancy in the office of the Chair, the Vice-chair shall act as the chair for the purposes of the meeting;
- 28.8.2 if there is no Governor holding office as Chair or Vice-chair, or if the Governor holding it is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the Governors present may appoint one of their number to be chair of the meeting.
- 28.9 The Governors may invite persons who are not Governors (including but not limited to a member of a committee, the Head, the Bursar, any employee, any Pupil, any professional adviser and any experts of any kind, including any person who may be disqualified from being a Governor under these Articles) to attend the whole or part of any meeting for purposes connected with such meeting.
- 28.10 As to voting at a meeting of the Governors:
 - 28.10.1 subject to these Articles, every question to be decided at a meeting of the Governors shall be determined by a majority of the votes of the Governors present and voting on the question;
 - 28.10.2 where there is an equal division of votes the chair of the meeting shall have a second or casting vote.
- 28.11 As to a Governor with an interest:
 - 28.11.1 a Governor shall declare an interest and shall not be entitled to vote in respect of any matter in which they are interested;
 - 28.11.2 a Governor shall not be counted in the quorum present at a meeting in relation to a resolution on which they are not entitled to vote; and
 - 28.11.3 if a question arises at a meeting of the Governors or of a committee of Governors as to the right of a Governor to vote, the question may, before the conclusion of the meeting, be referred to the chair of the meeting and their ruling in relation to any Governor other than themselves shall be final and conclusive.
- 28.12 All acts done by a meeting of the Governors, or of a committee of Governors, or by a person acting as a Governor shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Governor or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Governor and had been entitled to vote.
- 28.13 A resolution in writing signed by all the Governors entitled to receive notice of a meeting of the Governors or of a committee of the Governors shall be as valid and effectual as if it had been passed at a meeting of the Governors or (as the case may be) a committee of the Governors duly convened and held and may consist of several documents in the like form each signed by one or more Governors.
- 28.14 As to the reconvening of a meeting of Governors:
 - 28.14.1 a meeting of the Governors shall be terminated forthwith if:

- (a) the Governors so resolve; or
 - (b) the number of Governors present ceases to constitute a quorum for a meeting of the Governors in accordance with Article 28.2;
- 28.14.2 where a meeting is terminated before all the matters specified as items of business on the agenda for the meeting have been disposed of, a further meeting shall be convened by the Secretary as soon as is reasonably practicable unless the Governors otherwise decide; and
- 28.14.3 where the Governors accordingly resolve to adjourn a meeting before all the items of business on the agenda have been disposed of, the Governors shall before doing so determine the time and date at which a further meeting is to be held for the purposes of completing the consideration of those items, and they shall direct the Secretary to convene a meeting accordingly unless the Governors otherwise determine.
- 28.15 Any one or more Governors may participate and vote at meetings of the Governors by means of any conference telephone or other communication equipment which allows all persons participating in the meeting to hear and speak to each other. Any Governor so participating in a meeting shall be deemed to be present in person and shall count towards the quorum and business so transacted shall be effective for all purposes as that of a meeting of the Governors duly convened and held with such persons physically present together.
- 29. Chair and Vice-Chair
 - 29.1 As to the Chair of the Governors:
 - 29.1.1 the Chair shall be the person appointed by a majority of the Governors to serve as Chair and ordinarily will be appointed at the first meeting of the calendar year where the position of Chair becomes vacant;
 - 29.1.2 the Chair shall ordinarily hold office for a term of three years;
 - 29.1.3 the Chair's term of office may be extended by a further two years by a simple majority vote of the Governors
 - 29.1.4 the Chair may be removed as Chair by the Governors at any time by a majority of the Governors;
 - 29.1.5 the Chair shall have all the powers and responsibilities of the Chair as set out in these Articles, including the right (unless disqualified by reason of a personal interest) to chair each meeting of the Company and each meeting of the Governors and the right to a second or casting vote in any case of equality of votes at every such meeting (but not in the case of a written resolution of the Members); and
 - 29.1.6 the expression "Chair" includes the person who is at any time entitled to exercise the powers of the Chair.
 - 29.2 As to the Vice-chair of the Governors:

- 29.2.1 the Vice-chair of the Governors shall be the person appointed by a simple majority of the Governors to serve as Vice-chair and ordinarily will be appointed at the first meeting of the calendar year;
 - 29.2.2 the Vice-chair shall ordinarily hold office for a term of three years; and
 - 29.2.3 the Vice-chair may be removed from that office by the Governors at any time by a simple majority of the Governors.
- 29.3 The Chair or Vice-chair may at any time resign their office by giving notice in hard copy or electronic form to the Secretary. The Chair or Vice-chair shall cease to hold office if:
- 29.3.1 they cease to be a Governor; or
 - 29.3.2 they are removed from office in accordance with these Articles; or
 - 29.3.3 in the case of the Vice-chair, they are elected in accordance with these Articles to fill a vacancy in the office of Chair.
- 29.4 As to election of the Chair or Vice-chair:
- 29.4.1 where by reason of any of the matters referred to in Article 29.3 a vacancy arises in the office of Chair or Vice-chair, the Governors shall at their next meeting elect one of their number to fill that vacancy;
 - 29.4.2 the Secretary or, if the Governors so determine, a Governor who is not standing for election as Chair shall act as chair during that part of any meeting at which the Chair is elected; and
 - 29.4.3 any election of the Chair or Vice-chair which is contested shall be held by secret ballot.
30. Secretary
- 30.1 The Governors may appoint a Secretary.
- 30.2 If a Secretary is to be appointed:
- 30.2.1 subject to the provisions of the Companies Act, the Secretary shall be appointed by the Governors for such term, at such remuneration (provided he or she is not also a Governor) and upon such conditions as they may think fit;
 - 30.2.2 notwithstanding this Article, the Governors may, where the Secretary fails to attend a meeting of the Governors, appoint a deputy or assistant secretary, any one of their number or any other person to act as Secretary for the purposes of that meeting;
 - 30.2.3 the Secretary shall attend Governors' meetings and General Meetings, except where the Governors determine to the contrary in respect of any particular matter; and
 - 30.2.4 an assistant or deputy Secretary may be appointed by the Governors to act in place of the Secretary in their absence, and to the extent applicable and subject to any directions of the Governors, references in these Articles

to the Secretary shall be construed as including such assistant or deputy Secretary.

31. Minutes

31.1 The minutes of the proceedings of a meeting of the Governors shall be drawn up and entered into a book kept for the purpose by the person acting as secretary for the purposes of the meeting and shall be signed (subject to the approval of the Governors) at the same or next subsequent meeting by the person acting as chair. The minutes shall include:

31.1.1 details of all appointments of officers made by the Governors; and

31.1.2 details of all proceedings at meetings of the Company and of the Governors and of committees of Governors, including the names of the Governors present at each such meeting.

31.2 Such minutes if purporting to be signed by the chair of such meeting or the chair of the next meeting shall be sufficient evidence of the facts stated.

32. Accounts and records

32.1 As to accounts and related matters:

32.1.1 accounting records shall be kept by the Governors in accordance with the Companies Act and with Part VI of the Charities Act 2011 and any Statement of Recommended Practice in force from time to time at the registered office or such other place or places as the Governors think fit;

32.1.2 the accounting records shall be open to inspection by the Governors at all reasonable times;

32.1.3 a copy of every annual statement of accounts, auditor's report and report of the Governors shall be sent to every Governor, Member or other individual entitled to receive notices of General Meetings in hard copy or electronic form no later than the date at which such documents should be filed at Companies House

32.2 As regards audits:

32.2.1 at least once in every year the Company accounts shall be independently examined by one or more properly qualified auditor or auditors as defined by the Companies Act; and

32.2.2 auditors shall be appointed by the Governors and their duties regulated in accordance with the Companies Act.

32.3 As regards documents to be made available to all Governors:

32.3.1 subject to this Article, the Governors shall ensure that a copy of each of the following documents are, as soon as is reasonably practicable, made available to each Governor:

(a) the accounts;

(b) all Rules;

- (c) the agenda for every meeting of the Governors;
 - (d) the draft minutes of every such meeting, if they have been approved by the person acting as chair of that meeting;
 - (e) upon request, the signed minutes of every such meeting; and
 - (f) any report, document or other paper considered at any such meeting.
- 32.3.2 There may be excluded from any item so required to be made available (other than from the accounts and all annual statements and reports) any material relating to:
 - (a) a named teacher or other person employed, or proposed to be employed, at the School;
 - (b) a named Pupil at, or candidate for admission to the School; and
 - (c) any matter which, by reason of its nature, the Governors are satisfied in their discretion should remain confidential.
- 33. Annual report and annual return
 - 33.1 The Governors shall comply with their obligations under the Charities Acts with regard to the preparation of an annual report and annual return and their transmission to the Commission.
 - 33.2 The Governors shall also comply with their obligations under the Companies Act as to the preparation of an annual return and its transmission to the Registrar of Companies, together with all forms and resolutions as appropriate.
- 34. Circulation of notices, resolutions and documents
 - 34.1 The following Articles set out the provisions regarding the circulation of notices, resolutions and documents provided through hard copy and electronic form.
 - 34.2 Notice of meetings and circulation of resolutions or documents shall be sent or supplied to Members by or through a combination of:
 - 34.2.1 hard copy (see Article 34.5);
 - 34.2.2 in electronic form (see Article 34.6); or
 - 34.2.3 by means of a website (see Article 34.7).
 - 34.3 Where a Member has received a notice, resolution or document from the Company otherwise than in hard copy form, he is entitled to require the Company to send them a version of the notice, resolution or document in hard copy form. The notice, resolution or document must be sent as soon as reasonably practicable and in any event within 21 days of receipt of the request and the Company may not make a charge for providing the notice, resolution or document.
 - 34.4 A Member whose notified address is not within the United Kingdom and who gives to the Company an address within the United Kingdom at which notices, resolutions or documents may be given to them, or an address to which notices, resolutions or documents may be sent using electronic means, shall be entitled to have notices,

resolutions or documents given to them at that address, but otherwise no such Member shall be entitled to receive any notice, resolutions or document from the Company.

- 34.5 A notice, resolution or document sent by hard copy may be given, either personally, by sending it in a prepaid envelope to, or by leaving it at the Member's notified address.
- 34.6 Notices, resolutions or documents sent in electronic form shall:
 - 34.6.1 only be sent to the Member if they have agreed to receive it in that form and have not, since the time of that agreement, indicated otherwise;
 - 34.6.2 be sent to a notified address either by electronic means (such as by email) or by post in accordance with Article 34.5.
- 34.7 As to notices, resolutions or documents sent by means of a website:
 - 34.7.1 notices, resolutions or documents shall be sent by means of a website provided that a member has agreed in hard copy or in electronic form to receive notices and documents in that way.
 - 34.7.2 a Member will be deemed to have agreed to receive notices, resolutions and documents in this way where they have been asked individually by the Company to agree to receive notices, resolutions and documents through a website and the Company has not received a response within the period of 28 days beginning with the date on which the Company's request was sent. A Member is not taken to have so agreed if the Company's request did not state clearly what the effect of a failure to respond would be, or was sent less than twelve months after the previous request was made.
 - 34.7.3 the notice, resolutions or document must be made available in a form, and by a means that the Company reasonably considers will enable the recipient to read it, and retain a copy of it.
 - 34.7.4 the notice, resolution or document must be made available on the website beginning with the date on which the notification is sent to the recipient and the notice resolution or documents must be available on the website throughout the period beginning with the date of the notification and ending with the conclusion of the meeting or the date on which the resolution lapses.
- 34.8 The Company must notify the Member in hard copy or in electronic form of the presence of the notice, resolution or document on the website:
 - 34.8.1 the notification must include the address of the website, the place on the website where it may be accessed and how to access the notice, resolutions or document; and
 - 34.8.2 the notice or resolution is taken to be sent on the date on which the notice or document first appears on the website after the notification was sent.
- 34.9 As to the authentication of notices and documents

- 34.9.1 a notice, resolution or document sent or supplied in hard copy is sufficiently authenticated if it is signed by the person sending or supplying it.
 - 34.9.2 a notice, resolution or document sent or supplied in electronic form is sufficiently authenticated if the identity of the sender is confirmed in a manner specified by the Company from time to time, and in the absence of such specification where the communication contains or is accompanied by a statement of the identity of the sender and the Company has no reason to doubt the truth of that statement.
- 34.10 As to the sending of notices, resolutions or documents.
- 34.10.1 Where the notice, resolution or document is sent by post (whether in hard copy or electronic form) to an address in the United Kingdom, and the Company is able to show that it was properly addressed, prepaid and posted, it is deemed to have been received by the recipient 48 hours after it was posted.
 - 34.10.2 Where the notice, resolution or document is sent or supplied by electronic means, and the Company is able to show that it was properly addressed, it is deemed to have been received by the intended recipient 48 hours after it was sent.
 - 34.10.3 Where the notice, resolution or document is sent or supplied by means of a website, it is deemed to have been received by the intended recipient either when the material was first made available on the website, or if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.
- 34.11 In calculating a period of hours for the purposes of sending notices, resolutions or documents to Members (but not for the purposes of clear days under Articles 11 and 28.4) no account shall be taken of any part of a day that is not a working day.
- 34.12 Where the Company has given an electronic address in notice calling a meeting, either of the Members or the Governors, it is deemed to have agreed that any document relating to proceedings at the meeting may be sent by electronic means to that address (subject to any conditions or limitations specified in the notice).
35. Indemnity and insurance
- 35.1 Every Governor, Secretary or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all costs and liabilities incurred by them in relation to any proceedings (whether criminal or civil) which relate to anything done or omitted or alleged to have been done or omitted by them acting in their role, save that no Governor, Secretary or other office of the Company shall be entitled to be indemnified:
- 35.1.1 for any liability incurred by them to the Company or any associated company of the Company (as defined by the Companies Act for these purposes);
 - 35.1.2 for any fine imposed in criminal proceedings;

- 35.1.3 for any sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature howsoever arising;
 - 35.1.4 for any costs for which he has become liable in defending any criminal proceedings in which he is convicted and such conviction has become final;
 - 35.1.5 for any costs for which he has become liable in defending any civil proceedings brought by the Company or an associated company in which a final judgment has been given against them; and
 - 35.1.6 for any costs for which he has become liable in connection with any application under sections 144 or 727 of the Companies Act 1985 or sections 661(3) or (4) and 1157 of the Companies Act 2006 in which the court refuses to grant them relief and such refusal has become final.
- 35.2 The Governors shall have the power under Article 35.1 to purchase and maintain for any Governors such insurance notwithstanding their interest in such insurance policy.
36. Guarantee
- The liability of each Member is limited to £1, being the amount that each Member undertakes to contribute to the assets of the Company in the event of its being wound up while they are a Member or within one year after they cease to be a Member, for:
- 36.1 payment of the Company's debts and liabilities contracted before they cease to be a Member;
 - 36.2 payment of the costs, charges and expenses of the winding up; and
 - 36.3 adjustment of the rights of the contributories among themselves.
37. Dissolution
- 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 of the Company, but shall be given or transferred to some other charitable institution or institutions, having objects similar to the Objects of the Company.