

File Copy



CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company No. 8156955

The Registrar of Companies for England and Wales, hereby certifies that

LAUNCESTON PRIMARY SCHOOL TRUST

is this day incorporated under the Companies Act 2006 as a private company, that the company is limited by guarantee, and the situation of its registered office is in England and Wales

Given at Companies House, Cardiff, on 25th July 2012



N08156955Q



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

The above information was communicated by electronic means and authenticated by the Registrar of Companies under Section 1115 of the Companies Act 2006



Companies House

— for the record —

IN01(ef)

Application to register a company

Received for filing in Electronic Format on the: 25/07/2012



X1DW17MH

*Company Name
in full:*

LAUNCESTON PRIMARY SCHOOL TRUST

I confirm that the above proposed company meets the conditions for exemption from the requirements to have a name ending with 'Limited' or permitted alternative

Company Type:

Private limited by guarantee

*Situation of Registered
Office:*

England and Wales

*Proposed Register
Office Address:*

**WINDMILL HILL
LAUNCESTON
CORNWALL
UNITED KINGDOM
PL15 9AE**

I wish to adopt entirely bespoke articles

Proposed Officers

Company Secretary 1

Type: **Person**
Full forename(s): **MRS CAROL**

Surname: **GREEN**

Former names: **WILLIAMS**

Service Address: **WINDMILL HILL
LAUNCESTON
CORNWALL
UNITED KINGDOM
PL15 9AE**

Consented to Act: **Y** *Date authorised:* **25/07/2012** *Authenticated:* **YES**

Company Director **1**

Type: **Person**

Full forename(s): **MR WILLIAM THOMAS**

Surname: **HERMON**

Former names:

Service Address: **WINDMILL HILL
LAUNCESTON
CORNWALL
UNITED KINGDOM
PL15 9AE**

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: **08/04/1970**

Nationality: **BRITISH**

Occupation: **HEADTEACHER**

Consented to Act: **Y**

Date authorised: **25/07/2012**

Authenticated: **YES**

Company Director 2

Type: **Person**
Full forename(s): **MRS DIANA CATHERINE**

Surname: **EASTER**

Former names: **LANCASTER/GARNER**

Service Address: **WINDMILL HILL
LAUNCESTON
CORNWALL
UNITED KINGDOM
PL15 9AE**

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: **09/02/1958** *Nationality:* **BRITISH**

Occupation: **RETIRED**

Consented to Act: **Y** *Date authorised:* **25/07/2012** *Authenticated:* **YES**

Company Director **3**

Type: **Person**

Full forename(s): **MR JAMES KILMAINE GRAHAM**

Surname: **DE FERRARS**

Former names:

Service Address: **WINDMILL HILL
LAUNCESTON
CORNWALL
UNITED KINGDOM
PL15 9AE**

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: **10/12/1960** *Nationality:* **BRITISH**

Occupation: **SOLICITOR**

Consented to Act: **Y** *Date authorised:* **25/07/2012** *Authenticated:* **YES**

Company Director 4

Type: **Person**
Full forename(s): **MRS CAROL**

Surname: **GREEN**

Former names: **WILLIAMS**

Service Address: **WINDMILL HILL
LAUNCESTON
CORNWALL
UNITED KINGDOM
PL15 9AE**

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: **02/04/1956** *Nationality:* **BRITISH**

Occupation: **HEADTEACHER**

Consented to Act: **Y** *Date authorised:* **25/07/2012** *Authenticated:* **YES**

Statement of Guarantee

I confirm that if the company is wound up while I am a member , or within one year after I cease to be a member, I will contribute to the assets of the company by such amount as may be required for :

- payment of debts and liabilities of the company contracted before I cease to be a member;*
- payments of costs, charges and expenses of winding up, and;*
- adjustment of the rights of the contributors among ourselves, not exceeding the specified amount below.*

Name: LAUNCESTON COMMUNITY PRIMARY SCHOOL

Address: WINDMILL HILL
LAUNCESTON
CORNWALL
UNITED KINGDOM
PL15 9AE

Amount Guaranteed: GBP1

Name: ST STEPHENS COMMUNITY PRIMARY SCHOOL

Address: ROYDON ROAD
LAUNCESTON
CORNWALL
UNITED KINGDOM
PL15 8HL

Amount Guaranteed: GBP1

Statement of Compliance

I confirm the requirements of the Companies Act 2006 as to registration have been complied with.

Authorisation

Authoriser Designation: **subscriber**

COMPANY NOT HAVING A SHARE CAPITAL

Memorandum of Association of

Launceston Primary School Trust

Each subscriber to this Memorandum of Association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company.

Name of each subscriber	Authentication by each subscriber
Launceston Community Primary School	Launceston Community Primary School
St Stephens Community Primary School	St Stephens Community Primary School

Dated 25/7/2012

MEMORANDUM AND ARTICLES OF ASSOCIATION

LAUNCESTON PRIMARY SCHOOL TRUST

Incorporated on

THE COMPANIES ACT 2006
COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

OF

LAUNCESTON PRIMARY SCHOOL TRUST

1. The company's name is Launceston Primary School Trust.
2. The registered office of the company is to be situated in England and Wales.

3. Objects

The Objects of the company are specifically restricted to the following:

- 3.1 To advance education for the public benefit and in particular the education of the pupils at any School which is a Qualifying School, or at any other school in respect of which the Company acts or has acted as a foundation it being acknowledged that in carrying out the Objects the Company must, so far as is consistent with this purpose, have regard to its obligation to promote community cohesion under the Education Acts.

4. Powers

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

- 4.1 To act as the foundation of any School which is a Qualifying School;
- 4.2 to acquire or hire and hold property of any kind, including the acquisition of freehold or leasehold property to be held by the Company (either alone or jointly with any other person) in trust for the purpose of any School which is a Qualifying School;
- 4.3 to develop, improve, let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act and any restrictions imposed by the Education Acts);

- 4.4 in relation to any School which is a Qualifying School, to appoint and remove foundation governors in compliance with the provisions of the Education Acts;
- 4.5 to act as the trustee of any trust relating to any School which is a Qualifying School;
- 4.6 to nominate one or more governors for appointment to the governing body of any other school;
- 4.7 to exercise its rights as the foundation of any School which is a Qualifying School under the Education Acts;
- 4.8 to raise funds (but not by means of taxable trading);
- 4.9 to borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Acts and any restrictions imposed by the Education Acts);
- 4.10 to promote or carry out research;
- 4.11 to provide advice;
- 4.12 to publish or distribute information;
- 4.13 to co-operate with other bodies;
- 4.14 to support, administer or set up other charities;
- 4.15 to make grants or loans of money and to give guarantees;
- 4.16 to set aside funds for special purposes or as reserves against future expenditure;
- 4.17 to pay for indemnity insurance for the Directors;
- 4.18 subject to Article 5, to employ paid or unpaid agents, staff or advisers;
- 4.19 to enter into contracts to provide services to or on behalf of other bodies;
- 4.20 to establish or acquire subsidiary companies to assist or act as agents for the Company;
- 4.21 to pay the costs of forming the Company; and
- 4.22 to do anything else within the law which promotes or helps to promote the Objects.

5. Benefits to Members and Directors

- 5.1 The property and funds of the Company must be used only for promoting the Objects and cannot be distributed to the members but:

- (1) members who are not Directors may be employed by or enter into contracts with the Company and receive reasonable payment for goods or services supplied;
 - (2) members (including Directors) may be paid interest at a reasonable rate on money lent to the Company; and
 - (3) members (including Directors) may be paid a reasonable rent or hiring fee for property or equipment let or hired to the Company.
- 5.2 A Director must not receive any payment of money or other material benefit (whether directly or indirectly) from the Company except:
- (1) as mentioned in Articles 4.17 (indemnity insurance), 5.1(2) (interest), 5.1(3) (rent) or 5.3 (contractual payments);
 - (2) reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in the administration of the Company;
 - (3) an indemnity permitted by section 232 of the Companies Act 2006;
 - (4) the benefit of any payment to any company in which a Director has no more than a 1 per cent shareholding; and
 - (5) in exceptional cases, other payments or benefits (but only with the written approval of the Commission in advance).
- 5.3 A Director may not be an employee of the Company, but a Director or a connected person may enter into a contract with the Company to supply goods or services in return for a payment or other material benefit if:
- (1) the goods or services are actually required by the Company;
 - (2) the nature and level of the benefit is no more than reasonable in relation to the value of the goods or services and is set at a meeting of the Directors in accordance with the procedure in Article 5.4; and
 - (3) provided that the Company may not enter into such a contract at any time when the effect of such contract would be that more than one third of the Directors are or have been interested in such a contract in that financial year.

6. Limited Liability

- 6.1 The liability of members is limited.

7. Guarantee

- 7.1 Every member promises, if the Company is wound up while he, she or it remains a member, or within 12 months afterwards, to pay up to £10 towards the costs of winding up, towards adjusting the rights of the contributories amongst themselves and towards discharging the liabilities incurred by the Company while he, she or it was a member.

8. Dissolution

- 8.1 If the Company is dissolved and subject always to the provisions of the Education Acts (insofar as those provisions do not require the application of the assets of the Company for purposes which are not charitable), 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:
- (1) by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects;
 - (2) directly for the Objects or for charitable purposes which are within or similar to the Objects;
 - (3) in such other manner consistent with charitable status as the Commission approves in writing in advance.
- 8.2 A final report and statement of account must be sent to the Commission.

9. Interpretation

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

10. Membership

- 10.1 The Company must maintain a register of members.
- 10.2 The subscribers to the Memorandum are the first members of the Company.
- 10.3 Subject to any restrictions imposed by the Education Acts, membership of the Company is open to any other individuals or organisations interested in promoting the Objects who:

- (1) are recommended to the existing members of the Company by the Directors and are approved by a unanimous resolution of the members; and
- (2) sign the register of members or consent in writing to become a member either personally or (in the case of an organisation) through an authorised representative.

10.4 Membership is terminated if the member concerned:

- (1) gives written notice of resignation to the Company;
- (2) dies or (in the case of an organisation) ceases to exist; or
- (3) is removed from membership by resolution of the Directors on the ground that in their reasonable opinion the member's continued membership is harmful to the Company. The Directors may only pass such a resolution 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.

10.5 Membership of the Company is not transferable.

11 Members Written Resolutions

- 11.1 Subject to the Companies Act, a written resolution signed by the proportion of members who would be required to vote in favour of the resolution if proposed at a general meeting is as valid as if it had been passed at a general meeting.
- 11.2 A resolution under Article 11.1 may consist of several documents in similar form each signed by one or more members.

12. General Meetings

- 12.1 Members are entitled to attend general meetings either personally or (in the case of a member organisation) by an authorised representative. General meetings are called on at least 14 clear days' written notice specifying the business to be discussed but a general meeting may be called by shorter notice pursuant to the provisions of the Companies Acts.
- 12.2 There is a quorum at a general meeting if the number of members or authorised representatives present is at least two save in the case of a company with a single member.
- 12.3 The Chairman or (if the Chairman is unable or unwilling to do so) some other member elected by those present presides at a general meeting.

- 12.4 Except where otherwise provided by the Companies Acts or the Education Acts, every issue is decided by a majority of the votes cast.
- 12.5 Every member present in person or through an authorised representative has one vote on each issue.
- 12.6 A general meeting may be called at any time by the Directors and must be called in accordance with the provisions of the Companies Acts on the requisition of members pursuant to the provisions of the Companies Acts.

13. The Directors

- 13.1 The Directors as charity trustees have control of the Company and its property and funds.
- 13.2 The number of Directors shall not be less than three, but (unless otherwise determined by ordinary resolution) shall not be subject to any maximum.
- 13.3 The Directors shall comprise of the following persons from time to time:
- (1) the Principal of each School, not being a temporary or acting principal and being a member of the Company;
 - (2) the chair of each of the governing bodies of each School being a member of the Company;
 - (3) one person appointed by each School being a member of the Company. If such a director appointed by a member shall die or be removed from or vacate office for any cause, then that member shall be entitled to appoint another person as a director of the Company; and
 - (4) any person(s) appointed by the unanimous consent of the Directors.
- 13.4 The appointment and removal of Directors shall be subject to any restrictions imposed by the Education Acts.
- 13.4 The first Directors shall be those persons notified to Companies House as the first Directors of the Company.
- 13.5 Every Director must sign:
- (1) a declaration of willingness to act as a director of the Company; and

- (2) a declaration confirming that they are not disqualified from acting as a charity trustee under the Education Acts;

before he or she may vote at any meeting of the Directors.

13.7 Any appointment or removal of a director pursuant to Article 13.3 (3) shall be in writing, signed by or on behalf of the relevant member and sent to the Company at its registered office, marked for the attention of the secretary, where appointed, or delivered to a duly constituted meeting of the Directors of the Company. Any such appointment or removal shall take effect as at the time of such lodgement or delivery or at such later time as shall be specified in such notice.

13.8 The Company may by ordinary resolution appoint any person who is willing to act as an additional director or to fill a vacancy provided:

- (1) he or she is recommended by not less than two thirds of the Directors; and
- (2) if appointed he or she would not be disqualified from acting under Article 12.9.

A decision exercising the power of appointment or removal will be communicated by notice in writing to the Director concerned signed by or on behalf of the Directors.

13.9 A Director's term of office automatically terminates if he or she:

- (1) the Director ceases to have the role under which he was appointed as a Director pursuant to Article 12.3;
- (2) is disqualified under the Charities Acts from acting as a charity trustee;
- (3) is removed as, or disqualified from acting as, a charity trustee under the Education Acts or is otherwise prohibited by law from being a charity trustee or a director;
- (4) is incapable, whether mentally or physically, of managing his or her own affairs;
- (5) is absent from three consecutive meetings of the Directors and is asked by a majority of the other Directors to resign;
- (6) is a member and ceases to be a member or, in the case of a director nominated by a member, that member ceases to be a member;
- (7) resigns by written notice to the Directors (but only if at least four Directors will remain in office);

- (8) is removed by resolution of the members present and voting at a general meeting after the meeting has invited the views of the Director concerned and considered the matter in the light of any such views;
 - (9) is a governor of any School which is a Qualifying School and ceases to hold office as a governor.
- 13.10 The Directors may at any time co-opt any individual who is qualified to be appointed as a Director to fill a vacancy in their number or as an additional Director, but a co-opted Director holds office only until the next general meeting.
- 13.11 A technical defect in the appointment of a Director of which the Directors are unaware at the time does not invalidate decisions taken at a meeting.

14. Directors' proceedings

- 14.1 The Directors must hold at least two meetings each year.
- 14.2 A quorum at a meeting of the Directors is four Directors (or two thirds of the total number of Directors to the nearest whole number, whichever is greater) of which at least:
- (1) two shall be either the chair of, the principal of or nominated as a Director by Launceston Community Primary School; and
 - (2) two shall be either the chair of, principal of or nominated as a Director by St Stephen's Community Primary School.
- 14.3 A meeting of the Directors may be held either in person or by suitable electronic means agreed by the Directors in which all participants may communicate with all the other participants.
- 14.4 The Chairman or (if the Chairman is unable or unwilling to do so) some other Director chosen by the Directors present presides at each meeting.
- 14.5 Every issue may be determined by a simple majority of the votes cast at a meeting, but a written resolution signed by all the Directors is as valid as a resolution passed at a meeting. 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.
- 14.6 Except for the chairman of the meeting, who has a casting vote, every Director has one vote on each issue.
- 14.7 A procedural defect of which the Directors are unaware at the time does not invalidate decisions taken at a meeting.

15. Declaration of Director Interests

- 15.1 A Director must avoid a situation in which his interests or those interests he represents may potentially conflict with the interests of the Company (“a conflict situation”); and for the purposes of Articles 15.1 to 15.7, a conflict situation shall include a conflict of interest and duty and a conflict of duties.
- 15.2 A Director who has, or may have, an interest in any proposed transaction or arrangement with the Company must declare the nature and extent of his interest before the matter is discussed by the Directors.
- 15.3 Every Director must ensure that the Secretary has a list of:
 - 15.3.1 any other body of which he is a company director or officer;
 - 15.3.2 any firm in which he is a partner;
 - 15.3.3 any public body of which he is an official or elected member;
 - 15.3.4 any company whose are publicly quoted in which he owns or controls more than 2% of the shares;
 - 15.3.5 any company whose shares are not publicly quoted in which he owns or controls more than 10% of the shares; or
 - 15.3.6 any other interest which is significant or material.
- 15.4 The Directors may, subject to Article 15.5, authorise a conflict situation and the continuing acts of a Director in that conflict situation, and in so doing impose conditions on authorisation. Any authorisation, and the imposition of any conditions, must be in the best interests of the Company and may only be given when:-
 - 15.4.1 the Director concerned is absent from the meeting when authorisation of the conflict situation was discussed;
 - 15.4.2 the Director concerned does not count towards the quorum for the meeting when authorisation of the conflict situation is discussed; and
 - 15.4.3 the Director concerned does not vote on the authorisation of the conflict situation.
- 15.5 Whenever a Director has a personal interest in a matter to be discussed at a meeting, the Director concerned must:
 - 15.5.1 declare an interest at or before discussion begins on the matter;
 - 15.5.2 withdraw from the meeting for that item unless expressly invited to remain in order to provide information;
 - 15.5.3 not be counted in the quorum for that part of the meeting; and

15.5.4 withdraw during the vote and have not vote on the matter.

15.6 A Director has a personal interest in a matter which is to be discussed or determined by the Directors if he will be directly affected by the decision of the Directors in relation to that matter.

15.7 If a Director finds himself in a conflict situation, which has not been authorised, he must cease to act in relation to matters to which the conflict situation relates, save to notify the Directors of the conflict situation or to safeguard the interests of the Company.

16. Directors' powers

The Directors have the following powers in the administration of the Company:

16.1 To appoint (and remove) any person to act as Secretary in accordance with the Companies Acts.

16.2 To appoint a Chairman from among their number.

16.3 To make rules consistent with the Articles and the Companies Acts to govern their proceedings and proceedings at general meetings.

16.4 To make regulations consistent with the Articles and the Companies Acts to govern the administration of the Company and the use of its seal (if any).

16.5 To establish procedures to assist the resolution of disputes or differences within the Company.

16.6 To exercise any powers of the Company which are not reserved to a general meeting.

17. Records and Accounts

17.1 The Directors must comply with the requirements of the Companies Acts and of the Charities Acts as to keeping financial records, the audit or other scrutiny of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:

- (1) annual returns;
- (2) annual reports; and
- (3) annual statements of account.

17.2 The Directors must keep proper records of:

- (1) all proceedings at general meetings;

- (2) all proceedings at meetings of the Directors;
 - (3) all reports of committees; and
 - (4) all professional advice obtained.
- 17.3 Accounting records relating to the Company must be made available for inspection by any Director at any time during normal office hours and may be made available for inspection by members who are not Directors if the Directors so decide.
- 17.4 A copy of the Company's latest available statement of account must be supplied on request to any Director or member. A copy must also be supplied, within two months, to any other person who makes a written request and pays the Company's reasonable costs.

18. Notices

- 18.1 Notices under the Articles may be sent by hand, by post or by suitable electronic means.
- 18.2 The only address at which a member is entitled to receive notices sent by post is an address shown in the register of members.
- 18.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:
- (1) 24 hours after being sent by electronic means or delivered by hand to the relevant address;
 - (2) two clear days after being sent by first class post to that address;
 - (3) three clear days after being sent by second class or overseas post to that address;
 - (4) on the date of publication of a newspaper containing the notice;
 - (5) on being handed to the member (or, in the case of a member organisation, its authorised representative) personally; or, if earlier,
 - (6) as soon as the member acknowledges actual receipt.
- 18.4 A technical defect in the giving of notice of which the Directors are unaware at the time does not invalidate decisions taken at a meeting.

19. Indemnity

Subject to the provisions of the Education Acts, the Company may indemnify any Director, Auditor, Reporting Accountant, Independent Examiner or other

officer of the Charity against liability incurred by him or her in that capacity, in the case of a Director, to the extent permitted by section 232 of the Companies Act 2006 or, in the case of an Auditor, to the extent permitted by section 532 of that Act.

20. Interpretation

20.1 In the Memorandum and in the Articles, unless the context indicates another meaning:

‘the Articles’ means the Company’s articles of association;

‘authorised representative’ means an individual who is authorised by a member organisation to act on its behalf at meetings of the Company and whose name is given to the Secretary;

‘Chairman’ means the chairman of the Directors;

‘the Company’ means the company governed by the Articles;

‘the Charities Acts’ means the Charities Act 1993, Charities Act 2006 and Charities Act 2011;

‘charity trustee’ has the meaning prescribed by section 177 of the Charities Act 2011;

‘clear day’ means 24 hours from midnight following the relevant event;

‘the Commission’ means the Charity Commission for England and Wales;

‘the Companies Acts’ means the operative provisions of the Companies Act 1985 and the Companies Act 2006;

‘connected person’ means any spouse, partner, parent, child, brother, sister, grandparent or grandchild of a Director, any firm of which a Director is a member or employee, and any company of which a Director is a director, employee or shareholder having a beneficial interest in more than 1 per cent of the share capital;

‘Director’ means a director of the Company and ‘Directors’ means the directors;

‘Education Acts’ means the Education Acts as defined in Section 578 of the Education Act 1996 and includes any regulations made under the Education Acts;

‘financial year’ means the Company’s financial year;

‘firm’ includes a limited liability partnership;

‘indemnity insurance’ means insurance against personal liability incurred by any Director for an act or omission which is or is alleged to be a breach of trust or breach of duty, but subject to the limitations specified in section 189 of the Charities Act 2011;

‘material benefit’ means a benefit which may not be financial but has a monetary value;

‘member’ and ‘membership’ refer to company membership of the Company;

‘Memorandum’ means the Company’s Memorandum of Association;

‘month’ means calendar month;

‘the Objects’ means the Objects of the Company as defined in Article 3;

‘ordinary resolution’ has the meaning prescribed by section 282 of the Companies Act 2006;

‘Qualifying School’ means a foundation school within the meaning of Section 21(1)(a) Schools Standards and Framework Act 1998;

‘School’ means a school in respect of which the Company acts as a foundation for the purposes of the School Standards and Framework Act 1998;

‘Secretary’ means the company secretary of the Company;

‘taxable trading’ means carrying on a trade or business for the principal purpose of raising funds and not for the purpose of actually carrying out the Object, the profits of which are subject to corporation tax and do not qualify for charity exemption;

‘written’ or ‘in writing’ refers to a legible document on paper or in electronic form (provided the requirements of Part 3 of Schedule 5 to the Companies Act 2006 are met).

‘year’ means calendar year.

20.2 Expressions defined in the Companies Acts have the same meaning.

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