

Company number 08615758

The Companies Act 2006

Company limited by guarantee

Written Resolution

The Buckinghamshire Grammar Schools (the Charity)

Circulation date: ~~16th January~~ 16th January 2019.

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the trustees of the Charity propose that the following resolution be passed as a special resolution (**Resolution**).

Special Resolution

- 1 It is resolved that the amended articles of association attached to this resolution be adopted as the articles of association of the Charity and in substitution for, and to the exclusion of, the existing articles of association.

Agreement

The undersigned, a person entitled to vote on the Resolution on the Circulation Date hereby irrevocably agrees to the Resolution:

Signed by

[**MARK STURGEON**] on behalf of
Aylesbury Grammar School



Date

16-1-19

Signed by

[**ALAN ROSEN**] on behalf of
Aylesbury High School

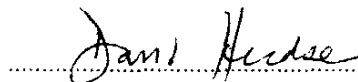


Date

16/1/19

Signed by

[**DAVID HUDSON**] on behalf of
Royal Latin School



Date

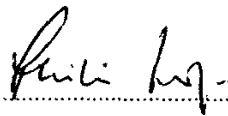
16/1/19



Signed by

[PHILIP WAYNE] on behalf of
Royal Grammar School, High Wycombe

Date

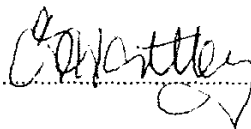


16/1/19

Signed by

[TRACEY HARTLEY] on behalf of
John Hampden Grammar School

Date



6.2.19

Signed by

[ALAN ROE] on behalf of
Dr Challoner's High School

Date

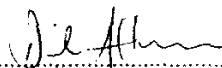


16/1/19

Signed by

[DAVID ATKINSON] on behalf of
Dr Challoner's Grammar School

Date



16.1.19

Signed by

[] on behalf of
Insignis Academy Trust

Date

Signed by

[ANN MARIE
MCNANEY] on behalf of
Red Kite Schools Trust

Date

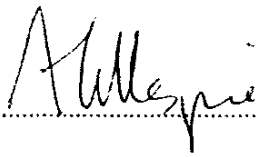


16.1.19

Signed by

[Andrew Gillespie] on behalf of
Beeches Learning and Development
Trust

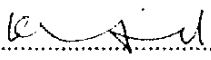
Date


16/01/19

Signed by

[KAYE
MOUNTFIELD] on behalf of
Marlow Education Trust

Date


16/01/19

Signed by

[] on behalf of
Wycombe High School Academies
Trust

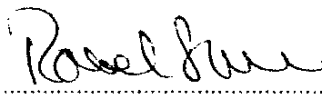
Date

.....
.....

Signed by

[RACHEL
SMITH] on behalf of
Beaconsfield High School

Date


16.1.19.

Notes

- 1 If you agree with the Resolution, please indicate your agreement by signing and dating this document where indicated above and returning it to the Charity. If you do not agree to the Resolution, you do not need to do anything; you will not be deemed to agree if you fail to reply.
- 2 Once you have indicated your agreement to the Resolution, you may not revoke your agreement.
- 3 Unless sufficient agreement has been received for the Resolution to pass, it will lapse 28 days from the Circulation Date. If you agree to the Resolution, please ensure that your agreement reaches the Charity before this date.

THE COMPANIES ACT 2006

A COMPANY NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

OF

THE BUCKINGHAMSHIRE GRAMMAR SCHOOLS

Adopted by special resolution dated 16 January 2019



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THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY GUARANTEE
ARTICLES OF ASSOCIATION
OF
THE BUCKINGHAMSHIRE GRAMMAR SCHOOLS
(the "Company")

Adopted by special resolution dated 16 January 2019

INTRODUCTION

1 INTERPRETATION

1.1 In these Articles, unless the context otherwise requires:

Act: means the Companies Act 2006;

Articles: means the Company's articles of association for the time being in force;

Business Day: means any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business;

Member: means a member of the Company; and

Model Articles: means the model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles and reference to a numbered "**Model Article**" is a reference to that article of the Model Articles.

1.2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.

1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.

1.4 A reference in these Articles to an "**article**" is a reference to the relevant article of these Articles unless expressly provided otherwise.

1.5 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:

- (a) any subordinate legislation from time to time made under it; and
- (b) any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.

1.6 Any phrase introduced by the terms "**including**", "**include**", "**in particular**" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

- 1.7 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles.
- 1.8 Model Articles 2, 8, 9(1) and (3), 11(2) and (3), 13, 14(1), (2), (3) and (4), 17(2), 22(2), (3), 30(2), 35, 38 and 39 shall not apply to the Company.
- 1.9 Model Article 7 shall be amended by:
- (a) the insertion of the words "for the time being" at the end of article 7(2)(a); and
 - (b) the insertion in article 7(2) of the words "(for so long as he remains the sole director)" after the words "and the director may".

2 OBJECTS

The Company's objects are to procure services and support in relation to the facilitation, management and administration of selection testing for the benefit of schools which are Members of the Company.

3 POWERS

The Company has the power to do all such lawful things as are necessary, incidental or conducive to the pursuit or to the attainment of any of the objects.

4 NOT FOR DISTRIBUTION

- 4.1 *The income and property of the Company shall be applied solely in promoting the objects of the Company as set out in article 2.*
- 4.2 No dividends or bonus may be paid or capital otherwise returned to the Members, provided that nothing in these Articles shall prevent any payment in good faith by the Company of:
- (a) reasonable and proper remuneration to any Member, officer or servant of the Company for any services rendered to the Company;
 - (b) any interest on money lent by any Member or any director at a reasonable and proper rate;
 - (c) reasonable and proper rent for premises demised or let by any Member or director;
or
 - (d) reasonable out-of-pocket expenses properly incurred by any director.

5 WINDING UP

On the winding-up or dissolution of the Company, any assets or property that remains available to be distributed or paid to the Members shall not be paid or distributed to such Members but shall be transferred to one or more bodies established for exclusively charitable purposes under English law as determined by the Members at the time of winding-up or dissolution.

6 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 he is a Member or within one year after he ceases to be a Member, for:

- (a) payment of the Company's debts and liabilities contracted before he ceases to be a Member;

- (b) payment of the costs, charges and expenses of the winding up; and
- (c) adjustment of the rights of the contributors among themselves.

7 DIRECTORS

- 7.1 Each Member shall be entitled (but not obliged) to appoint a representative of the school to be a director of the Company and at any time to remove its nominated director from office. If a director nominated by a Member shall die or be removed from or vacate office for any cause, then that Member shall be entitled to appoint another representative of the school as a director of the Company.
- 7.2 Any removal or appointment of a director pursuant to Article 7.1 shall be in writing, signed by or on behalf of the relevant Member and sent to the Company at its registered office 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.
- 7.3 The Company may by ordinary resolution appoint any person who is willing to act as an additional director.
- 7.4 There must be at least five directors.

8 DIRECTORS MEETINGS

- 8.1 Subject to the provisions of the Articles, the directors may regulate their proceedings as they think fit.
- 8.2 Any director may call a directors' meeting by giving not less than 5 Business Days' notice of the meeting (or such lesser notice as all the directors may agree) to the directors or by authorising the company secretary (if any) to give such notice. Notice of any directors' meeting must indicate its proposed date and time and where it is to take place. Notice of a directors' meeting must be given to each director, but it need not be in writing. It shall not be necessary to give notice of a meeting to a director who is absent from the United Kingdom.
- 8.3 Director's decisions shall be decided by a majority vote of the directors.
- 8.4 The directors may appoint one of their number to be the chairman of the board of directors and may at any time remove him from that office. Unless he is unwilling to do so the director so appointed shall preside at each meeting of the directors at which he is present. But if there is no director holding that office or if the director holding it is unwilling to preside or is not present within five minutes after the time appointed for the meeting the directors present may appoint one of their number to be chairman of the meeting.
- 8.5 If the number of votes for and against a proposal at a meeting of directors are equal, the chairman or other director chairing the meeting shall not have a casting vote.
- 8.6 All acts done by a meeting of the directors shall notwithstanding that it be afterwards discovered that there was a defect in the appointment of any director 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 director and had been entitled to vote.
- 8.7 A resolution in writing signed by all the directors entitled to receive notice of, and vote at, a meeting of the directors or of a committee of the directors shall be as valid and effectual as if it had been passed at a meeting of the directors or (as the case may be) a committee of

the directors duly convened and held and may consist of several documents in the like form each signed by one or more directors. The date of a written resolution of the directors shall be the date on which the last director signs it.

- 8.8 The directors may hold meetings by telephone or video conference or such other suitable means as they think fit provided all participants may communicate with each other simultaneously.
- 8.9 The directors may take unanimous decisions without holding a directors' meeting by indicating to each other by other means, including without limitation by electronic form, that they share a common view on a matter. Such a decision may, but need not, take the form of a resolution in writing, copies of which have been signed by each director or to which each director has otherwise indicated agreement in writing.

9 QUORUM

- 9.1 The quorum for the transaction of the business of the directors will be five directors.
- 9.2 If the number of directors falls below two, the continuing director may act only for the purpose of calling a general meeting.

10 DIRECTORS' CONFLICTS OF INTEREST

- 10.1 Except as otherwise provided for under article 10.2 if a proposed decision of the directors is concerned with an actual or proposed transaction or arrangement with the Company in which a director is interested, that director is not to be counted as participating in the decision-making process for quorum, voting or agreement purposes.
- 10.2 A director who is interested in an actual or proposed transaction or arrangement with the Company is to be counted as participating in the decision-making process and is entitled to vote on or agree to a proposal relating to it if:
- (a) the Company by ordinary resolution disapplies article 10.1; or
 - (b) the director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest; or
 - (c) the director's conflict of interest arises from him being a director, trustee, employee or otherwise being involved with the Member that appointed him under article 7.1.
- 10.3 Each director shall comply with the obligations to disclose his interest in contracts under the Act.
- 10.4 The directors have authority to authorise matters giving rise to an actual or potential conflict for the purposes of section 175 of the Act and all directors must declare all actual or potential conflicts that they may or do have.

11 RECORDS OF DECISIONS TO BE KEPT

Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in permanent form, so that they may be read with the naked eye.

12 MEMBERSHIP

- 12.1 From the date of adoption of these Articles, the following schools shall be the Members of the Company:

12.1.1 Aylesbury High School (URN 136846, company number 07633357)

- 12.1.2 Aylesbury Grammar School (URN 136884, company number 07538386)
- 12.1.3 Royal Latin School (URN 137344, company number 07686209)
- 12.1.4 Royal Grammar School, High Wycombe (URN 136484, company number 07492198)
- 12.1.5 John Hampden Grammar School (URN 136771, company number 07638999)
- 12.1.6 Dr Challoner's High School (URN 137219, company number 07694530)
- 12.1.7 Dr Challoner's Grammar School (URN 136419, company number 07451811)
- 12.1.8 Beaconsfield High School (URN 140893, company number 08679235)
- 12.1.9 Sir Henry Floyd Grammar School (URN 136845) (being part of Insignis Academy Trust (company number 07657307))
- 12.1.10 Chesham Grammar School (URN 137091) (being part of Red Kite Schools Trust (company number 07697482))
- 12.1.11 Burnham Grammar School (URN 137564) (being part of Beeches Learning and Development Trust (company number 07769232))
- 12.1.12 Sir William Borlase's Grammar School (URN 136781) (being part of Marlow Education Trust (company number 07625556))
- 12.1.13 Wycombe High School (URN 136723) (being part of Wycombe High School Academies Trust (company number 07597324))
- 12.2 Membership of the Company is open to any school (including a school which is part of a multi academy trust) interested in promoting the objects which:
 - (a) is recommended to the existing Members of the Company by the Directors and are approved by a special resolution of the Members; and
 - (b) signs the register of Members or consents in writing to become a Member through an authorised representative.
- 12.3 Membership is terminated if the Member concerned:
 - (a) gives written notice of resignation to the Company;
 - (b) ceases to exist; or
 - (c) 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.
- 12.4 Membership is not transferable.

DECISION MAKING BY MEMBERS

13 VOTES OF MEMBERS

- 13.1 Subject to the Act, at any general meeting every Member (through its authorised representative) who is present in person (or by proxy) shall on a show of hands have one

vote and every Member (through its authorised representative) present in person (or by proxy) shall on a poll have one vote.

- 13.2 Five persons entitled to vote upon the business to be transacted, each being an authorised representative of a Member present in person or by proxy, shall be a quorum for meetings of the Members.

14 POLL VOTES

- 14.1 A poll may be demanded at any general meeting by any qualifying person (as defined in section 318 of the Act) present and entitled to vote at the meeting.
- 14.2 Article 30(3) of the Model Articles shall be amended by the insertion of the words "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made" as a new paragraph at the end of that article.

ADMINISTRATIVE ARRANGEMENTS

15 MEANS OF COMMUNICATION TO BE USED

- 15.1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:

- (a) if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted;
- (b) if properly addressed and delivered by hand, when it was given or left at the appropriate address;
- (c) if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and
- (d) if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

For the purposes of this article, no account shall be taken of any part of a day that is not a Business Day.

- 15.2 In proving that any notice, document or other information was properly addressed, it shall suffice to show that the notice, document or other information was addressed to an address permitted for the purpose by the Act.

16 INDEMNITY

- 16.1 For the purposes of this article a "Liability" is any liability incurred by a director in connection with any negligence, default, breach of duty or breach of trust by him in relation to the Company or otherwise in connection with his duties, powers or office. Subject to the Act and without prejudice to any protection from liability which may otherwise apply:

- (a) the directors shall have power to purchase and maintain for any director insurance against any Liability; and
- (b) each director shall be indemnified out of the assets of the Company against any Liability incurred by him in defending any proceedings in which judgment is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from any Liability.