



**FILE COPY**

**CERTIFICATE OF INCORPORATION  
OF A  
PRIVATE LIMITED COMPANY**

Company No. 8809187

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

**WENTWORTH WOODHOUSE PRESERVATION 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/Wales

Given at Companies House on **10th December 2013**



**\*N08809187S\***



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**

016314140  
0163340100  
IN01

## Application to register a company



Companies House

**SAME DAY**

A fee is payable with this form.  
Please see 'How to pay' on the last page.

✓ **What this form is for**  
You may use this form to register a  
private or public company

✗ **What this form is NOT for**  
You cannot use this form to  
register a limited liability partnership  
this, please use form LL IN01

TUESDAY



A02 10/12/2013 #36  
COMPANIES HOUSE  
\*A2MXB72Z\*  
A27 26/11/2013 #3  
COMPANIES HOUSE  
\*A2LXGQS0\*

### Part 1 Company details

#### A1 Company name

To check if a company name is available use our WebCheck service and select  
the 'Company Name Availability Search' option

[www.companieshouse.gov.uk/info](http://www.companieshouse.gov.uk/info)

Please show the proposed company name below

Proposed company  
name in full ①

WENTWORTH WOODHOUSE PRESERVATION TRUST

For official use

8809187

#### → Filling in this form

Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

#### ① Duplicate names

Duplicate names are not permitted  
A list of registered names can  
be found on our website There  
are various rules that may affect  
your choice of name More  
information on this is available in  
our guidance booklet GP1 at  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

#### A2 Company name restrictions ②

Please tick the box only if the proposed company name contains sensitive  
or restricted words or expressions that require you to seek comments of a  
government department or other specified body

- ☐ I confirm that the proposed company name contains sensitive or restricted  
words or expressions and that approval, where appropriate, has been  
sought of a government department or other specified body and I attach a  
copy of their response

#### ② Company name restrictions

A list of sensitive or restricted  
words or expressions that require  
consent can be found in our  
guidance booklet GP1 at  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

#### A3 Exemption from name ending with 'Limited' or 'Cyfyngedig' ③

Please tick the box if you wish to apply for exemption from the requirement to  
have the name ending with 'Limited', 'Cyfyngedig' or permitted alternative

- ☒ I confirm that the above proposed company meets the conditions for  
exemption from the requirement to have a name ending with 'Limited',  
'Cyfyngedig' or permitted alternative

#### ③ Name ending exemption

Only private companies that are  
limited by guarantee and meet other  
specific requirements are eligible  
to apply for this For more details,  
please go to our website  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

#### A4 Company type ④

Please tick the box that describes the proposed company type and members'  
liability (only one box must be ticked)

- ☐ Public limited by shares  
☐ Private limited by shares  
☒ Private limited by guarantee  
☐ Private unlimited with share capital  
☐ Private unlimited without share capital

#### ④ Company type

If you are unsure of your company's  
type, please go to our website  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

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## Application to register a company

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## Situation of registered office ①

Please tick the appropriate box below that describes the situation of the proposed registered office (only one box must be ticked)

- ☒ England and Wales  
☐ Wales  
☐ Scotland  
☐ Northern Ireland

## ① Registered office

Every company must have a registered office and this is the address to which the Registrar will send correspondence

For England and Wales companies, the address must be in England or Wales.

For Welsh, Scottish or Northern Ireland companies, the address must be in Wales, Scotland or Northern Ireland respectively

A6

## Registered office address ①

Please give the registered office address of your company

Building name/number 21

Street BUCKINGHAM GATE

Post town LONDON

County/Region

Postcode S W 1 E 6 L S

## ① Registered office address

You must ensure that the address shown in this section is consistent with the situation indicated in section A5

You must provide an address in England or Wales for companies to be registered in England and Wales.

You must provide an address in Wales, Scotland or Northern Ireland for companies to be registered in Wales, Scotland or Northern Ireland respectively

A7

## Articles of association ①

Please choose one option only and tick one box only

Option 1

I wish to adopt one of the following model articles in its entirety Please tick only one box

- ☐ Private limited by shares  
☐ Private limited by guarantee  
☐ Public company

Option 2

I wish to adopt the following model articles with additional and/or amended provisions I attach a copy of the additional and/or amended provision(s) Please tick only one box

- ☐ Private limited by shares  
☐ Private limited by guarantee  
☐ Public company

Option 3

☒ I wish to adopt entirely bespoke articles I attach a copy of the bespoke articles to this application

① For details of which company type can adopt which model articles, please go to our website [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

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## Restricted company articles ①

Please tick the box below if the company's articles are restricted

☐

## ① Restricted company articles

Restricted company articles are those containing provision for entrenchment. For more details, please go to our website [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

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Application to register a company

## Part 2 Proposed officers

For private companies the appointment of a secretary is optional, however, if you do decide to appoint a company secretary you must provide the relevant details. Public companies are required to appoint at least one secretary.

Private companies must appoint at least one director who is an individual. Public companies must appoint at least two directors, one of which must be an individual.

For a secretary who is an individual, go to Section B1. For a corporate secretary, go to Section C1. For a director who is an individual, go to Section D1. For a corporate director, go to Section E1.

### Secretary

#### B1 Secretary appointments ①

Please use this section to list all the secretary appointments taken on formation.  
For a corporate secretary, complete Sections C1-C5.

Title*	
Full forename(s)	
Surname	
Former name(s) ②	

##### ① Corporate appointments

For corporate secretary appointments, please complete section C1-C5 instead of section B.

##### Additional appointments

If you wish to appoint more than one secretary, please use the 'Secretary appointments' continuation page.

##### ② Former name(s)

Please provide any previous names which have been used for business purposes in the last 20 years. Married women do not need to give former names unless previously used for business purposes.

#### B2 Secretary's service address ③

Building name/number							
Street							
Post town							
County/Region							
Postcode							
Country							

##### ③ Service address

This is the address that will appear on the public record. This does not have to be your usual residential address.

Please state 'The Company's Registered Office' if your service address will be recorded in the proposed company's register of secretaries as the company's registered office.

If you provide your residential address here it will appear on the public record.

#### B3 Signature ④

I consent to act as secretary of the proposed company named in Section A1.

Signature	<div>Signature</div> <div>X</div>
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##### ④ Signature

The person named above consents to act as secretary of the proposed company.

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## Application to register a company

### Corporate secretary

<b>C1 Corporate secretary appointments ①</b>		<b>① Additional appointments</b> If you wish to appoint more than one corporate secretary, please use the 'Corporate secretary appointments' continuation page  <b>Registered or principal address</b> This is the address that will appear on the public record. This address must be a physical location for the delivery of documents. It cannot be a PO box number (unless contained within a full address), DX number or LP (Legal Post in Scotland) number.
Please use this section to list all the corporate secretary appointments taken on formation		
Name of corporate body/firm		
Building name/number		
Street		
Post town		
County/Region		
Postcode		
Country		
<b>C2 Location of the registry of the corporate body or firm</b>		
Is the corporate secretary registered within the European Economic Area (EEA)?		
→ Yes Complete <b>Section C3 only</b> → No Complete <b>Section C4 only</b>		
<b>C3 EEA companies ②</b>		<b>② EEA</b> A full list of countries of the EEA can be found in our guidance <a href="http://www.companieshouse.gov.uk">www.companieshouse.gov.uk</a>  <b>③</b> This is the register mentioned in Article 3 of the First Company Law Directive (68/151/EEC)
Please give details of the register where the company file is kept (including the relevant state) and the registration number in that register		
Where the company/firm is registered ①		
Registration number		
<b>C4 Non-EEA companies</b>		<b>④ Non-EEA</b> Where you have provided details of the register (including state) where the company or firm is registered, you must also provide its number in that register.
Please give details of the legal form of the corporate body or firm and the law by which it is governed. If applicable, please also give details of the register in which it is entered (including the state) and its registration number in that register		
Legal form of the corporate body or firm		
Governing law		
If applicable, where the company/firm is registered ①		
Registration number		
<b>C5 Signature ⑤</b>		<b>⑤ Signature</b> The person named above consents to act as corporate secretary of the proposed company.
I consent to act as secretary of the proposed company named in Section A1.		
Signature	Signature  	

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**Director****D1****Director appointments ①**

Please use this section to list all the director appointments taken on formation  
For a corporate director, complete Sections E1-E5

Title*	SIR
Full forename(s)	PHILIP VYVIAN
Surname	NAYLOR-LEYLAND
Former name(s) ②	
Country/State of residence ③	ENGLAND
Nationality	BRITISH
Date of birth	<div> <div>d</div> <div>0</div> <div>9</div> <div>m</div> <div>0</div> <div>8</div> <div>y</div> <div>1</div> <div>9</div> <div>y</div> <div>5</div> <div>y</div> <div>3</div> </div>
Business occupation (if any) ④	ESTATE OWNER

**① Appointments**

Private companies must appoint at least one director who is an individual. Public companies must appoint at least two directors, one of which must be an individual.

**② Former name(s)**

Please provide any previous names which have been used for business purposes in the last 20 years. Married women do not need to give former names unless previously used for business purposes.

**③ Country/State of residence**

This is in respect of your usual residential address as stated in section D4.

**④ Business occupation**

If you have a business occupation, please enter here. If you do not, please leave blank.

**Additional appointments**

If you wish to appoint more than one director, please use the 'Director appointments' continuation page.

**D2****Director's service address ⑤**

Please complete the service address below. You must also fill in the director's usual residential address in Section D4.

Building name/number	ESTATE OFFICE
Street	MILTON PARK
	OFF BRETTON WAY
Post town	PETERBOROUGH
County/Region	CAMBRIDGESHIRE
Postcode	<div> <div>P</div> <div>E</div> <div>3</div> <div></div> <div>9</div> <div>H</div> <div>D</div> <div></div> </div>
Country	

**⑤ Service address**

This is the address that will appear on the public record. This does not have to be your usual residential address.

Please state 'The Company's Registered Office' if your service address will be recorded in the proposed company's register of directors as the company's registered office.

If you provide your residential address here it will appear on the public record.

**D3****Signature ⑥**

I consent to act as director of the proposed company named in Section A1.

Signature	<div>Signature</div> <div> <div>x</div> <div>P. V. Naylor-Leyland</div> <div>x</div> </div>
-----------	---

**⑥ Signature**

The person named above consents to act as director of the proposed company.

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Application to register a company

**Director****D1****Director appointments ①**

Please use this section to list all the director appointments taken on formation  
For a corporate director, complete Sections E1-E5

Title*	MR
Full forename(s)	ROBERT WILLIAM
Surname	DALGLIESH
Former name(s)②	
Country/State of residence ③	ENGLAND
Nationality	BRITISH
Date of birth	<div> <div>d</div> <div>2</div> <div>9</div> <div>m</div> <div>1</div> <div>0</div> <div>y</div> <div>1</div> <div>9</div> <div>y</div> <div>5</div> <div>y</div> <div>4</div> </div>
Business occupation (if any) ④	

**① Appointments**

Private companies must appoint at least one director who is an individual. Public companies must appoint at least two directors, one of which must be an individual.

**② Former name(s)**

Please provide any previous names which have been used for business purposes in the last 20 years. Married women do not need to give former names unless previously used for business purposes.

**③ Country/State of residence**

This is in respect of your usual residential address as stated in Section D4

**④ Business occupation**

If you have a business occupation, please enter here. If you do not, please leave blank.

**Additional appointments**

If you wish to appoint more than one director, please use the 'Director appointments' continuation page

**D2****Director's service address ⑤**

Please complete the service address below. You must also fill in the director's usual residential address in Section D4

Building name/number	ESTATE OFFICE
Street	MILTON PARK
	OFF BRETTON WAY
Post town	PETERBOROUGH
County/Region	CAMBRIDGESHIRE
Postcode	<div> <div>P</div> <div>E</div> <div>3</div> <div></div> <div>9</div> <div>H</div> <div>D</div> <div></div> </div>
Country	

**⑤ Service address**

This is the address that will appear on the public record. This does not have to be your usual residential address.

Please state 'The Company's Registered Office' if your service address will be recorded in the proposed company's register of directors as the company's registered office.

If you provide your residential address here it will appear on the public record.

**D3****Signature ⑥**

I consent to act as director of the proposed company named in Section A1.

Signature	<div> <div>Signature</div> <div>X</div> <div>R.W. Dalgliesh</div> <div>X</div> </div>
-----------	---

**⑥ Signature**

The person named above consents to act as director of the proposed company.

# IN01 – continuation page

Application to register a company

## Director

<b>D1</b>	<b>Director appointments <sup>①</sup></b>																	
	Please use this section to list all the directors of the company For a corporate director, complete Sections E1-E5																	
Title*	MR																	
Full forename(s)	JOHN VIVIAN																	
Surname	NAUNTON DAVIES																	
Former name(s) <sup>②</sup>																		
Country/State of residence <sup>③</sup>	ENGLAND																	
Nationality	BRITISH																	
Date of birth	<table><tr><td>d</td><td>1</td><td>d</td><td>8</td><td>m</td><td>0</td><td>m</td><td>5</td><td>y</td><td>1</td><td>y</td><td>9</td><td>y</td><td>5</td><td>y</td><td>9</td></tr></table>	d	1	d	8	m	0	m	5	y	1	y	9	y	5	y	9	
d	1	d	8	m	0	m	5	y	1	y	9	y	5	y	9			
Business occupation (if any) <sup>④</sup>	SOLICITOR																	

**① Appointments**  
Private companies must appoint at least one director who is an individual. Public companies must appoint at least two directors, one of which must be an individual.

**② Former name(s)**  
Please provide any previous names which have been used for business purposes in the last 20 years. Married women do not need to give former names unless previously used for business purposes.

**③ Country/State of residence**  
This is in respect of your usual residential address as stated in Section D4.

**④ Business occupation**  
If you have a business occupation, please enter here. If you do not, please leave blank.

<b>D2</b>	<b>Director's service address <sup>①</sup></b>									
	Please complete the service address below. You must also fill in the director's usual residential address in Section D4.									
Building name/number	21									
Street	BUCKINGHAM GATE									
Post town	LONDON									
County/Region										
Postcode	<table><tr><td>S</td><td>W</td><td>1</td><td>E</td><td></td><td>6</td><td>L</td><td>S</td></tr></table>	S	W	1	E		6	L	S	
S	W	1	E		6	L	S			
Country	ENGLAND									

**① Service address**  
This is the address that will appear on the public record. This does not have to be your usual residential address.

Please state 'The Company's Registered Office' if your service address will be recorded in the proposed company's register of directors as the company's registered office.

If you provide your residential address here it will appear on the public record.

<b>D3</b>	<b>Signature <sup>①</sup></b>						
	I consent to act as director of the proposed company named in Section A1						
Signature	<table><tr><td>Signature</td><td><table><tr><td>X</td><td>J.V Naunton Davies</td><td>X</td></tr></table></td></tr></table>	Signature	<table><tr><td>X</td><td>J.V Naunton Davies</td><td>X</td></tr></table>	X	J.V Naunton Davies	X	
Signature	<table><tr><td>X</td><td>J.V Naunton Davies</td><td>X</td></tr></table>	X	J.V Naunton Davies	X			
X	J.V Naunton Davies	X					

**① Signature**  
The person named above consents to act as director of the proposed company.



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**Corporate director**

<b>E1</b>	<b>Corporate director appointments ①</b>		<b>① Additional appointments</b> If you wish to appoint more than one corporate director, please use the 'Corporate director appointments' continuation page  <b>Registered or principal address</b> This is the address that will appear on the public record. This address must be a physical location for the delivery of documents. It cannot be a PO box number (unless contained within a full address), DX number or LP (Legal Post in Scotland) number
	Please use this section to list all the corporate directors taken on formation		
Name of corporate body or firm			
Building name/number			
Street			
Post town			
County/Region			
Postcode	<div style="display: flex; justify-content: space-between;"> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> <div style="border: 1px solid black; width: 20px; height: 20px;"></div> </div>		
Country			
<b>E2</b>	<b>Location of the registry of the corporate body or firm</b>		
	Is the corporate director registered within the European Economic Area (EEA)? → Yes Complete <b>Section E3 only</b> → No Complete <b>Section E4 only</b>		
<b>E3</b>	<b>EEA companies ②</b>		<b>② EEA</b> A full list of countries of the EEA can be found in our guidance <a href="http://www.companieshouse.gov.uk">www.companieshouse.gov.uk</a>  <b>③</b> This is the register mentioned in Article 3 of the First Company Law Directive (68/151/EEC)
	Please give details of the register where the company file is kept (including the relevant state) and the registration number in that register		
Where the company/firm is registered ③			
Registration number			
<b>E4</b>	<b>Non-EEA companies</b>		<b>④ Non-EEA</b> Where you have provided details of the register (including state) where the company or firm is registered, you must also provide its number in that register
	Please give details of the legal form of the corporate body or firm and the law by which it is governed. If applicable, please also give details of the register in which it is entered (including the state) and its registration number in that register		
Legal form of the corporate body or firm			
Governing law			
If applicable, where the company/firm is registered ④			
If applicable, the registration number			
<b>E5</b>	<b>Signature ⑤</b>		<b>⑤ Signature</b> The person named above consents to act as corporate director of the proposed company
Signature	I consent to act as director of the proposed company named in <b>Section A1</b> <div style="display: flex; align-items: center;"> <div style="margin-right: 20px;">           Signature  <div style="border: 1px solid black; width: 40px; height: 40px; display: flex; align-items: center; justify-content: center; font-size: 2em;">X</div> </div> <div style="border: 1px solid black; width: 150px; height: 40px; display: flex; align-items: center; justify-content: center; font-size: 2em;">X</div> </div>		

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**Part 3 Statement of capital**

Does your company have share capital?

→ Yes Complete the sections below

→ No Go to Part 4 (Statement of guarantee)

**F1 Share capital in pound sterling (£)**

Please complete the table below to show each class of shares held in pound sterling

If all your issued capital is in sterling, only complete Section F1 and then go to Section F4

Class of shares (E.g. Ordinary/Preference etc.)	Amount paid up on each share ❶	Amount (if any) unpaid on each share ❶	Number of shares ❷	Aggregate nominal value ❸
				£
				£
				£
				£
<b>Totals</b>				£

**F2 Share capital in other currencies**

Please complete the table below to show any class of shares held in other currencies

Please complete a separate table for each currency

Currency				
Class of shares (E g Ordinary/Preference etc )	Amount paid up on each share ❶	Amount (if any) unpaid on each share ❶	Number of shares ❷	Aggregate nominal value ❸
Totals				

Currency				
Class of shares (E g Ordinary/Preference etc)	Amount paid up on each share ❶	Amount (if any) unpaid on each share ❶	Number of shares ❷	Aggregate nominal value ❸
Totals				

**F3 Totals**

Please give the total number of shares and total aggregate nominal value of issued share capital

Total number of shares

Total aggregate  
nominal value ❹

❹ Total aggregate nominal value  
Please list total aggregate values in  
different currencies separately. For  
example £100 + €100 + \$10 etc

❶ Including both the nominal value and any  
share premium❷ Number of shares issued multiplied by  
nominal value of each share**Continuation Pages**Please use a Statement of Capital continuation  
page if necessary

❸ Total number of issued shares in this class

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Application to register a company

F4

**Statement of capital** (Prescribed particulars of rights attached to shares)

Please give the prescribed particulars of rights attached to shares for each class of share shown in the statement of capital share tables in Sections F1 and F2

Class of share

Prescribed particulars

1

**1 Prescribed particulars of rights attached to shares**

The particulars are

- a particulars of any voting rights, including rights that arise only in certain circumstances,
- b. particulars of any rights, as respects dividends, to participate in a distribution,
- c particulars of any rights, as respects capital, to participate in a distribution (including on winding up), and
- d whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares

A separate table must be used for each class of share

**Continuation pages**

Please use the next page or a 'Statement of Capital (Prescribed particulars of rights attached to shares)' continuation page if necessary

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## Application to register a company

Class of share		
Prescribed particulars ①		<p><b>① Prescribed particulars of rights attached to shares</b></p> <p>The particulars are</p> <ul style="list-style-type: none"> <li>a particulars of any voting rights, including rights that arise only in certain circumstances,</li> <li>b particulars of any rights, as respects dividends, to participate in a distribution,</li> <li>c particulars of any rights, as respects capital, to participate in a distribution (including on winding up), and</li> <li>d whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares</li> </ul> <p>A separate table must be used for each class of share</p> <p><b>Continuation pages</b></p> <p>Please use a 'Statement of capital (Prescribed particulars of rights attached to shares)' continuation page if necessary</p>

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## Application to register a company

**F5**

### Initial shareholdings

This section should only be completed by companies incorporating with share capital

Please complete the details below for each subscriber

The addresses will appear on the public record. These do not need to be the subscribers' usual residential address

#### Initial shareholdings

Please list the company's subscribers in alphabetical order

Please use an 'Initial shareholdings' continuation page if necessary

Subscriber's details	Class of share	Number of shares	Currency	Nominal value of each share	Amount (if any) unpaid	Amount paid
Name						
Address						
Name						
Address						
Name						
Address						
Name						
Address						
Name						
Address						

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**Part 4 Statement of guarantee**

Is your company limited by guarantee?

- Yes Complete the sections below
- No Go to **Part 5** (Statement of compliance)

**G1****Subscribers**

Please complete this section if you are a subscriber of a company limited by guarantee. The following statement is being made by each and every person named below

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,
- payment of costs, charges and expenses of winding up, and,
- adjustment of the rights of the contributors among ourselves, not exceeding the specified amount below

**① Name**

Please use capital letters

**② Address**

The addresses in this section will appear on the public record. They do not have to be the subscribers' usual residential address.

**③ Amount guaranteed**

Any valid currency is permitted

**Continuation pages**

Please use a 'Subscribers' continuation page if necessary

**Subscriber's details**

Forename(s) ①	PHILIP VYVIAN
Surname ①	NAYLOR-LEYLAND
Address ②	ESTATE OFFICE, MILTON PARK, OFF BRETTON WAY PETERBOROUGH, CAMBRIDGESHIRE
Postcode	P E 6 7 A A
Amount guaranteed ③	£10

**Subscriber's details**

Forename(s) ①	ROBERT WILLIAM
Surname ①	DALGLIESH
Address ②	ESTATE OFFICE, MILTON PARK, OFF BRETTON WAY PETERBOROUGH, CAMBRIDGESHIRE
Postcode	P E 6 7 A A
Amount guaranteed ③	£10

**Subscriber's details**

Forename(s) ①	JOHN VIVIAN
Surname ①	NAUNTON DAVIES
Address ②	21 BUCKINGHAM GATE, LONDON
Postcode	S W 1 E 6 L S
Amount guaranteed ③	£10

# IN01

## Application to register a company

### Subscriber's details

Forename(s) ❶	
Surname ❶	
Address ❷	
Postcode	
Amount guaranteed ❸	

### Subscriber's details

Forename(s) ❶	
Surname ❶	
Address ❷	
Postcode	
Amount guaranteed ❸	

### Subscriber's details

Forename(s) ❶	
Surname ❶	
Address ❷	
Postcode	
Amount guaranteed ❸	

### Subscriber's details

Forename(s) ❶	
Surname ❶	
Address ❷	
Postcode	
Amount guaranteed ❸	

### Subscriber's details

Forename(s) ❶	
Surname ❶	
Address ❷	
Postcode	
Amount guaranteed ❸	

#### ❶ Name

Please use capital letters

#### ❷ Address

The addresses in this section will appear on the public record. They do not have to be the subscribers' usual residential address.

#### ❸ Amount guaranteed

Any valid currency is permitted.

#### Continuation pages

Please use a 'Subscribers' continuation page if necessary.

IN01

Application to register a company

**Part 5**

**Statement of compliance**

This section must be completed by all companies

Is the application by an agent on behalf of all the subscribers?

- **No** Go to **Section H1** (Statement of compliance delivered by the subscribers)
- **Yes** Go to **Section H2** (Statement of compliance delivered by an agent)

**H1**

**Statement of compliance delivered by the subscribers <sup>1</sup>**

Please complete this section if the application is not delivered by an agent for the subscribers of the memorandum of association

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

**<sup>1</sup> Statement of compliance delivered by the subscribers**  
Every subscriber to the memorandum of association must sign the statement of compliance

Subscriber's signature	Signature X	X
Subscriber's signature	Signature X	X
Subscriber's signature	Signature X	X
Subscriber's signature	Signature X	X
Subscriber's signature	Signature X	X
Subscriber's signature	Signature X	X
Subscriber's signature	Signature X	X
Subscriber's signature	Signature X	X



IN01

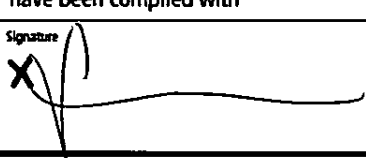
Application to register a company

Subscriber's signature	Signature X	X	Continuation pages Please use a 'Statement of compliance delivered by the subscribers' continuation page if more subscribers need to sign.
Subscriber's signature	Signature X	X	
Subscriber's signature	Signature X	X	
Subscriber's signature	Signature X	X	

H2

Statement of compliance delivered by an agent

Please complete this section if this application is delivered by an agent for the subscribers to the memorandum of association

Agent's name	CURREY & CO LLP
Building name/number	21
Street	BUCKINGHAM GATE
Post town	LONDON
County/Region	
Postcode	S W 1 E 6 L S
Country	
	I confirm that the requirements of the Companies Act 2006 as to registration have been complied with
Agent's signature	Signature X  X SABINA FOLTSEWE

# IN01

## Application to register a company



### Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name **SABINA FORTESCUE**

Company name **CURREY & CO LLP**

Address **21 BUCKINGHAM GATE**

Post town **LONDON**

County/Region

Postcode **S W 1 E 6 L S**

Country **ENGLAND**

DX **2300 VICTORIA 1**

Telephone **020 7802 2700**



### Certificate

We will send your certificate to the presenter's address (shown above) or if indicated to another address shown below.

- ☒ At the registered office address (Given in Section A6)
- ☐ At the agent's address (Given in Section H2)



### Checklist

**We may return forms completed incorrectly or with information missing**

**Please make sure you have remembered the following.**

- ☒ You have checked that the proposed company name is available as well as the various rules that may affect your choice of name. More information can be found in guidance on our website.
- ☒ If the name of the company is the same as one already on the register as permitted by The Company and Business Names (Miscellaneous Provisions) Regulations 2008, please attach consent.
- ☒ You have used the correct appointment sections.
- ☒ Any addresses given must be a physical location. They cannot be a PO Box number (unless part of a full service address), DX or LP (Legal Post in Scotland) number.
- ☒ The document has been signed, where indicated.
- ☒ All relevant attachments have been included.
- ☒ You have enclosed the Memorandum of Association.
- ☒ You have enclosed the correct fee.



### Important information

Please note that all information on this form will appear on the public record, apart from information relating to usual residential addresses.



### How to pay

A fee is payable on this form. Make cheques or postal orders payable to 'Companies House'. For information on fees, go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)



### Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below.

**For companies registered in England and Wales:**  
The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

**For companies registered in Scotland:**  
The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

**For companies registered in Northern Ireland:**  
The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1

**Section 243 exemption**  
If you are applying for, or have been granted a section 243 exemption, please post this whole form to the different postal address below:  
The Registrar of Companies, PO Box 4082,  
Cardiff, CF14 3WE



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

COMPANIES ACT 2006  
COMPANY LIMITED BY GUARANTEE  
MEMORANDUM OF ASSOCIATION OF  
WENTWORTH WOODHOUSE PRESERVATION 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

---

NAMES OF SUBSCRIBERS

---

SIGNATURES OF SUBSCRIBERS

---

SIR PHILIP VYVIAN NAYLOR-LEYLAND Bt

*P.V. Naylor-Leyland*

ROBERT WILLIAM DALGLIESH

*Rw. Dalgliesh*

JOHN VIVIAN NAUNTON DAVIES

*J.V. Naunton Davies*

Date 5 December 2013

**COMPANIES ACT 2006**  
**COMPANY LIMITED BY GUARANTEE**  
**ARTICLES OF ASSOCIATION OF**  
**WENTWORTH WOODHOUSE PRESERVATION TRUST**

**1. NAME**

The name of the Company is Wentworth Woodhouse Preservation Trust ("the Charity")

**2. INTERPRETATION**

In these Articles

"Address" means a postal address or, for the purposes of electronic communication, a fax number, an e-mail or postal address or a telephone number for receiving text messages in each case registered with the Charity

"AGM" means an annual general meeting of the Charity

"the Articles" means these articles of association

"Chairman" means the chairman of the Trustees

"the Charity" means the company intended to be regulated by these Articles

"charity trustee" has the meaning prescribed by section 177 of the Charities Act 2011

"clear days" in relation to a period of notice means a period excluding

- 1 The day when notice is given or deemed to be given, and
- 2 The day for which it is given or on which it is to take effect

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

"Companies Acts" means the Companies Acts (as defined in section 2 of the Companies Act 2006) insofar as they apply to the Charity

"Connected Person" means

- 1 any parent, child, brother, sister, grandparent or grandchild of a Trustee, or
- 2 any spouse or civil partner of the Trustee or of any person falling within 1 above, or

- 3 any person carrying on business in partnership with the Trustee or with any person falling within 1 or 2 above, or
- 4 an institution which is controlled –
  - 4 1 by the Trustee or any Connected Person falling within paragraph 1 , 2 or 3 above, or
  - 4 2 by two or more persons falling within 4 1, when taken together, or
- 5 a body corporate in which-
  - 5 1 the Trustee or any Connected Person falling within 1 to 3 above has a substantial interest, or
  - 5 2 two or more persons falling within 5 1 who, when taken together, have a substantial interest
  - 5 3 Sections 350 to 352 of the Charities Act 2011 apply for the purposes of interpreting the terms used in this Article

"the Directors" means the directors of the Charity The directors are charity trustees as defined by section 177 of the Charities Act 2011

"document" includes, unless otherwise specified, any document sent or supplied in electronic form

"EGM" means an extraordinary general meeting of the Charity

"electronic form" has the meaning given in section 1168 of the Companies Act 2006

"financial expert" means an individual, company or firm who is an authorised person or an exempted person within the meaning of the Financial Services and Markets Act 2000

"Fitzwilliam Wentworth Amenity Trust" means the charitable trust established under that name on 18 May 1979 and registered with charity number 508777

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

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

"Memorandum" means the Charity's Memorandum of Association

"month" means calendar month

"the Nation" means the people of the United Kingdom

"the Nominated Member" has the meaning given to it in Article 8 2

"the Objects" means the Objects of the Charity as defined in clause 5 of the Articles

"Secretary" means any person appointed to perform the duties of the secretary of the Charity

"Trustee" means a Director of the Charity and "Trustees" means all of the Directors

"the United Kingdom" means Great Britain and Northern Ireland

"Wentworth Woodhouse" means the Building and the Contents (as hereinafter defined)

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

"year" means calendar year

2.2 Words importing one gender shall include all genders, and the singular includes the plural and vice versa

2.3 Unless the context otherwise requires words or expressions contained in the Articles have the same meaning as in the Companies Acts but excluding any statutory modification not in force when these articles become binding on the Charity

2.4 Apart from the exception mentioned in the previous paragraph a reference to an Act of Parliament includes any statutory modification or re-enactment of it for the time being in force

### 3. LIMITED LIABILITY

The liability of members is limited

### 4. GUARANTEE

Every member promises, if the Charity is dissolved while he or she is a Member or within twelve months after he or she ceases to be a Member, to contribute such sum (not exceeding £10) as may be demanded of him or her towards the payment of the debts and liabilities of the Charity incurred before he or she ceases to be a member, and of the costs charges and expenses of winding up, and the adjustment of the rights of the contributories amongst themselves

### 5. OBJECTS

The objects of the Charity are specifically restricted to the following  
to acquire and preserve for the benefit of the Nation the whole or any part or parts of the buildings, grounds and surrounding land known as Wentworth Woodhouse in the Metropolitan Borough of Rotherham and which are of special historical, architectural and constructional heritage and interest ("the Building") together with such fixtures, fittings, furniture, pictures and other chattels ("the Contents") as are contained within or form part of the Building and which are in their own right or by association with the Building objects of particular historical, architectural or artistic interest

### 6. POWERS

The Charity has the power to do anything which is calculated to further its Objects or is conducive or incidental to doing so In particular, the Charity has power

- 6.1 to acquire, repair, renovate, restore, rebuild and generally promote the preservation of Wentworth Woodhouse
- 6.2 to buy or otherwise acquire such additional chattels and other equipment for use in connection with Wentworth Woodhouse, and to sell, lease or otherwise dispose of any such chattels or equipment
- 6.3 to make such arrangements as are necessary to enable the public to view and enjoy Wentworth Woodhouse (whether free or at a charge)
- 6.4 to make planning applications, applications for consent under by-laws or building regulations and other like applications
- 6.5 to promote or carry out research
- 6.6 to provide advice
- 6.7 to publish or distribute information and by publishing books or pamphlets or in other appropriate manner to make known to the public the existence of Wentworth Woodhouse or the features of especial interest of the same
- 6.8 to co-operate with other bodies
- 6.9 to support, administer, act as trustee of or set up other charities
- 6.10 to acquire or hire property of any kind whether real or personal and whether such property is likely to produce income and whether it has or is likely to have liabilities associated with it
- 6.11 to let or dispose of property of any kind (and in the case of real property whether by way of tenancy, long lease or sale of freehold or otherwise and whether of whole or part) but only in accordance with the restrictions imposed by sections 117 to 123 of the Charities Act 2011, any such letting or disposal to be subject to such covenants, conditions and restrictions as are reasonably necessary to ensure the preservation of Wentworth Woodhouse
- 6.12 to raise funds and invite and receive donations and contributions by such means and in such manner as the Trustees think fit and to trade in the course of carrying out the objects and carry on any other trade which is not expected to give rise to taxable profits and to incorporate subsidiary trading companies to carry on any trade
- 6.13 to borrow money and to charge the whole or any part of the property belonging to the Charity as security for repayment of the money borrowed or as security for a grant or the discharge of an obligation The Charity must comply as appropriate with sections 124 to 126 of the Charities Act 2011, if it wishes to mortgage land
- 6.14 to make grants or loans of money and to give guarantees
- 6.15 to set aside funds, property or chattels for special purposes or as reserves against future expenditure but only in accordance with a written policy about reserves

- 6.16 to deposit or invest funds in any manner (but to invest only after obtaining advice from a financial expert and having regard to the suitability of investments and the need for diversification)
- 6.17 to delegate the management of investments to a financial expert, but only on terms that
  - 6.17.1 the investment policy is set down in writing for the financial expert by the Trustees
  - 6.17.2 every transaction is reported promptly to the Trustees
  - 6.17.3 the performance of the investments is reviewed regularly with the Trustees
  - 6.17.4 the Trustees are entitled to cancel the delegation arrangement at any time
  - 6.17.5 the investment policy and the delegation arrangement are reviewed at least once a year
  - 6.17.6 all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt
  - 6.17.7 the financial expert must not do anything outside the powers of the Trustees
- 6.18 to arrange for investments or other property of the Charity to be held in the name of a nominee (being a corporate body registered or having an established place of business in England and Wales) under the control of the Trustees or of a financial expert acting under their instructions and to pay any reasonable fee required
- 6.19 to insure insofar as appropriate and reasonable the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required
- 6.20 to provide indemnity insurance for the Trustees in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011
- 6.21 subject to Article 7, to employ paid or unpaid agents, staff or advisers (the Charity may employ or remunerate a Trustee only to the extent it is permitted to do so by Article 7 and provided it complies with the conditions in that article)
- 6.22 to enter into contracts to receive services or to provide services to or on behalf of other bodies
- 6.23 to establish and support or aid subsidiary companies and subscribe, lend or guarantee money or other property in furtherance of the Objects
- 6.24 to pay the costs of forming the Charity
- 6.25 with the consent of the Commission (if appropriate) or any other competent court or body to enter into or otherwise become party to such litigation, claims, actions, proceedings, negotiation, arbitration, mediation or settlement as the Trustees consider reasonable and necessary in order best to protect the property of the Charity and/or to preserve Wentworth Woodhouse in furtherance of the Objects and to meet the costs of the same out of the property of the Charity
- 6.26 With the consent of the Commission (if appropriate) to contract with relevant third parties to enter into, release or modify restrictive covenants, grant or receive easements or make such like



arrangements as the Trustees consider reasonable and necessary in furtherance of the Objects of the Charity

6.27 to do anything else within the law which promotes or helps to promote the Objects

## **7. BENEFITS TO MEMBERS AND TRUSTEES**

7.1 The property, capital and income of the Charity must be used only for promoting the Objects and may not be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to any member or members of the Charity but

7.1.1 members who are not Trustees may be employed by or enter into contracts with the Charity and receive reasonable payment for goods or services supplied

7.1.2 members (including Trustees) may be paid interest at a reasonable rate on money lent to the Charity

7.1.3 members (including Trustees) may be paid a reasonable rent or hiring fee for property let or hired to the Charity

7.1.4 individual members and Trustees who are beneficiaries may receive charitable benefits in that capacity

7.2 Unless any of the exceptions provided in Articles 7.2.1 to 7.2.5 below apply no Trustee or Connected Person may

7.2a buy any goods or services from the Charity on terms preferential to those applicable to members of the public,

7.2b sell goods, services or any interest in land to the Charity,

7.2c be employed by, or receive any remuneration from, the Charity, or

7.2d receive any payment of money or other material benefit (whether directly or indirectly) from the Charity, except

7.2.1 as mentioned in clauses 6.20, 7.1.2, 7.1.3 or 7.3

7.2.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Charity

7.2.3 an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings)

7.2.4 payment to any company in which a Trustee or Connected Person has no more than a one per cent shareholding

7.2.5 in exceptional cases, other payments or benefits (but only with the written approval of the Commission in advance)

- 7.3 A Trustee may not be an employee of the Charity, but a Trustee or a Connected Person may enter into a contract with the Charity to supply goods or services in return for a payment or other material benefit but only if
- 7.3.1 the goods or services are actually required by the Charity
  - 7.3.2 the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in clause 7.5
  - 7.3.3 the amount or maximum amount of the payment for the goods is set out in an agreement in writing between
    - 7.3.3a the Charity or its Trustees (as the case may be), and
    - 7.3.3b the Trustee or Connected Person supplying the goods ("the Supplier") under which the Supplier is to supply the goods in question to or on behalf of the Charity
  - 7.3.4 the other Trustees are satisfied that it is in the best interests of the Charity to contract with the Supplier rather than with someone who is not a Trustee or Connected Person. In reaching that decision the Trustees must balance the advantage of contracting with a Trustee or Connected Person against the disadvantages of doing so
  - 7.3.5 the reason for their decision is recorded by the Trustees in the minute book
  - 7.3.6 no more than one half of the Trustees are subject to such a contract in any financial year
- 7.4 In sub-clauses 2 and 3 of this Article 7 "Charity" shall include any company in which the Charity
- 7.4.1 holds more than 50% of the shares, or
  - 7.4.2 controls more than 50% of the voting rights attached to the shares, or
  - 7.4.3 has the right to appoint one or more directors to the board of the company
- 7.5 Whenever a Trustee has a personal interest in a matter to be discussed at a meeting of the Trustees or a committee the Trustee concerned must
- 7.5.1 declare an interest at or before discussion begins on the matter
  - 7.5.2 withdraw from the meeting for that item unless expressly invited to remain in order to provide information
  - 7.5.3 not be counted in the quorum for that part of the meeting
  - 7.5.4 withdraw during the vote and have no vote on the matter
- 7.6 This clause may not be amended without the prior written consent of the Commission

## 8. MEMBERSHIP

8.1 The Charity must maintain a register of names and addresses of the members

8.2 The members shall at all times include one individual ("the Nominated Member") who is nominated by the Fitzwilliam Wentworth Amenity Trust (in writing delivered to the Trustees) and who signs the register of members or consents in writing to become a member

8.3 Subject as above membership of the Charity is open to any individual interested in promoting the Objects who

8.3.1 applies to the Charity in the form required by the Trustees,

8.3.2 is approved by the Trustees, and

8.3.3 signs the register of members or consents in writing to become a member

8.4 The Trustees may establish different classes of membership and prescribe their respective rights and obligations and shall record the rights and obligations in the register of members. The Trustees may not directly or indirectly alter the rights and obligations attached to a class of membership unless

8.4.1 three-quarters of the members of that class consent in writing to the variation, or

8.4.2 a special resolution is passed at a separate general meeting of the members of that class agreeing to the variation, or

8.4.2 (in the case of any alteration which affects the rights and obligations attaching to the membership of the Nominated Member) consent is first obtained from the Fitzwilliam Wentworth Amenity Trust

8.5 The Trustees may set the amounts of any subscriptions

8.6 Membership is terminated if the member concerned

8.6.1 gives written notice of resignation to the Charity, unless, after the resignation, there would be less than two members,

8.6.2 dies,

8.6.3 is six months in arrears in paying the relevant subscription (if any) if the Trustee so resolves (but in such a case the member may be reinstated on payment of the amount due),

8.6.4 is removed from membership by resolution of the Trustees on the ground that in their reasonable opinion the member's continued membership is harmful to the Charity provided that if the member to be removed is the Nominated Member and so that clause 8.2 shall be accorded with at all times sufficient notice of the removal is given to the Fitzwilliam Wentworth Amenity Trust to enable it to nominate a new Nominated Member, or

8.6.5 is the Nominated Member in respect of whom the relevant nomination is revoked by the Fitzwilliam Wentworth Amenity Trust and a new Nominated Member is substituted

8.7 Subject as above membership of the Charity is not transferable

## 9. GENERAL MEETINGS

9.1 The Charity must hold its first AGM within eighteen months after the date of its incorporation

9.2 An AGM must be held in each subsequent year and not more than fifteen months may elapse between successive AGMs

9.3 At an AGM the members

9.3.1 receive the accounts of the Charity for the previous financial year,

9.3.2 receive the Trustees' report on the Charity's activities since the previous AGM,

9.3.3 accept the retirement of those Trustees who wish to retire or who are retiring by rotation,

9.3.4 elect persons to be Trustees to fill the vacancies arising

9.3.5 may confer on any individual (with his or her consent) the honorary title of Patron, President or Vice-President of the Charity and

9.3.6 discuss any issues of policy or deal with any other business put before them

9.4 A general meeting may be called at any time by the Trustees and must be called within 21 days on a written request from three members or at least one hundredth of the total membership whichever is the greater

9.5 Any meeting relating to the variation of the rights of any class of members shall be subject to the provisions in these Articles about general meetings

## 10. NOTICE OF GENERAL MEETINGS

10.1 The minimum periods of notice required to hold a general meeting is fourteen clear days

10.2 A general meeting may be called by shorter notice if it is so agreed by a majority in number of members having a right to attend and vote at the meeting, being a majority who together hold not less than 90% of the total voting rights

10.3 The notice must specify the date time and place of the meeting and the general nature of the business to be transacted. If the meeting is to be an AGM, the notice must say so. The notice must also contain a statement setting out the rights of members to appoint a proxy under section 324 of the Companies Act 2006 and Articles 11.15 and 11.16

10.4 The notice must be given to all the members and to the Trustees and auditors

- 10.5 The proceedings at a meeting shall not be invalidated because an individual who was entitled to receive notice of the meeting did not receive it because of an accidental omission by the Charity

11. PROCEEDINGS AT GENERAL MEETINGS

- 11.1 No business shall be transacted at any general meeting unless a quorum is present

- 11.2 A quorum is

11.2.1 three members present in person or by proxy and entitled to vote upon the business to be conducted at the meeting, or

11.2.2 one hundredth of the total membership at any time

whichever is the greater

- 11.3 If

11.3.1 a quorum is not present within half an hour from the time appointed for the meeting, or

11.3.2 during a meeting a quorum ceases to be present

the meeting shall be adjourned to such time and place as the Trustees shall determine

- 11.4 The Trustees must reconvene the meeting and must give at least seven clear days' notice of the reconvened meeting stating the date, time and place of the meeting

- 11.5 If no quorum is present at the reconvened meeting within fifteen minutes of the time specified for the start of the meeting the members present in person or by proxy at that time shall constitute the quorum for that meeting

- 11.6 General meetings shall be chaired by the person who has been appointed to chair meetings of the Trustees

- 11.7 If there is no such person or he or she is not present within fifteen minutes of the time appointed for the meeting a Trustee nominated by the Trustees shall chair the meeting

- 11.8 If there is only one Trustee present and willing to act, he or she shall chair the meeting

- 11.9 If no Trustee is present and willing to chair the meeting within fifteen minutes after the time appointed for holding it, the members present in person or by proxy and entitled to vote must choose one of their number to chair the meeting

- 11.10 The members present in person or by proxy at a meeting may resolve by ordinary resolution that the meeting shall be adjourned

- 11.11 The person chairing the meeting must decide the date, time and place at which the meeting is to be reconvened unless those details are specified in the resolution

- 11.12 No business shall be conducted at a reconvened meeting unless it could properly have been conducted at the meeting had the adjournment not taken place
- 11.13 If a meeting is adjourned by a resolution of the members for more than seven days, at least seven clear days' notice shall be given of the reconvened meeting stating the time, date and place of the meeting
- 11.14.1 Any vote at a meeting shall be decided by a show of hands unless before, or on the declaration of the result of, the show of hands a poll is demanded
- 11.14.1a by the person chairing the meeting, or
- 11.14.1b by at least two members present in person or by proxy and having the right to vote at the meeting, or
- 11.14.1c by a member or members present in person or by proxy representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting
- 11.14.2a The declaration by the person who is chairing the meeting of the result of a vote shall be conclusive unless a poll is demanded
- 11.14.2b the result of the vote must be recorded in the minutes of the Charity but the number or proportion of the votes cast need not be recorded
- 11.14.3a A demand for a poll may be withdrawn before the poll is taken, but only with the consent of the person who is chairing the meeting
- 11.14.3b If the demand for a poll is withdrawn the demand shall not invalidate the result of a show of hands declared before the demand was made
- 11.14.4a A poll must be taken as the person who is chairing the meeting directs, who may appoint scrutineers (who need not be members) and who may fix a time and place for declaring the results of that poll
- 11.14.4b The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded
- 11.14.5a A poll demanded on the election of a person to chair a meeting or on a question of adjournment must be taken immediately
- 11.14.5b A poll demanded on any other question must be taken either immediately or at such time and place as the person who is chairing the meeting directs
- 11.14.5c The poll must be taken within thirty days after it is demanded
- 11.14.5d If the poll is not taken immediately at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken

11.14.5e If a poll is demanded the meeting may continue to deal with any other business that may be conducted at the meeting

#### 11.15 Content of Proxy Notices

11.15.1 Proxies may only validly be appointed by a notice in writing (a "proxy notice") either in the following form

"Wentworth Woodhouse Preservation Trust

Name of member appointing the proxy

Address

I/We hereby appoint [name of proxy] of [address of proxy] as my/our proxy to vote in my/our name(s) and on my/our behalf at the meeting of the Charity to be held on [date], and at any adjournment thereof

This form is to be used in respect of the resolutions mentioned below as follows

Resolution 1 \*for \*against \*abstain \*as the proxy thinks fit

Resolution 2 \*for \*against \*abstain \*as the proxy thinks fit

All other resolutions properly put to the meeting \*for \*against \*abstain \*as the proxy thinks fit

\* Strike out whichever is not desired

Unless otherwise instructed, the proxy may vote as he or she thinks fit or abstain from voting

Signed

Dated "

or in any other form which the Trustees may approve Every proxy notice must

11.15.1a states the name and address of the member appointing the proxy,

11.15.1b identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed,

11.15.1c is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the Trustees may determine, and

11.15.1d is delivered to the Charity in accordance with the articles and any instructions contained in the notice of the general meeting to which they relate

11.15.2 The Charity may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes

11.15.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions

11.15.4 Unless a proxy indicates otherwise, it must be treated as

11.15.4a allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and

11.15.4b appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

## 11.16 Delivery of Proxy Notices

11.16.1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Charity by or on behalf of that person

11.16.2 An appointment under a proxy notice may be revoked by delivering to the Charity a notice in writing given by or on behalf of the person to whom or on whose behalf the proxy notice was given

11.16.3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates

11.16.4 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf

## 12. WRITTEN RESOLUTIONS

12.1 A resolution in writing agreed by a simple majority (or in the case of a special resolution by a majority of not less than 75%) of the members who would have been entitled to vote upon it had it been proposed at a general meeting shall be effective provided that

12.1.1 a copy of the proposed resolution has been sent to every eligible member,

12.1.2 a simple majority (or in the case of a special resolution by a majority of not less than 75%) of the members has signified its agreement to the resolution,

12.1.3 it is contained in an authenticated document which has been received at the registered office within 28 days beginning with the circulation date

12.2 A resolution in writing may comprise several copies to which one or more members have signified their agreement

## 13. VOTES OF MEMBERS

13.1 Subject to Articles 8.3 and 8.4, every member shall have one vote

13.2 Any objection to the qualification of any voter must be raised at the meeting at which the vote is tendered and the decision of the person who is chairing the meeting shall be final



**14. THE TRUSTEES**

- 14.1** The Trustees have control of the Charity and its property and funds
- 14.2** The Trustees when complete consist of at least three and not more than nine individuals, all of whom must be members and one of whom must be the Nominated Member
- 14.3** The individuals who signed the form IN01 as vouching consent to act as directors are the first Trustees of the Charity
- 14.4** For the avoidance of doubt, no individual may be appointed a Trustee unless he or she is willing to act as a charity trustee of the Charity
- 14.5** Any individual who is willing to act as a Trustee, and who is not disqualified from acting as a Trustee, may be appointed as a Trustee by ordinary resolution of the members
- 14.6** At the first AGM all the Trustees shall retire from office. At each subsequent AGM one third (or the number nearest one third) of the Trustees must retire at each AGM, those longest in office retiring first and the choice between any of equal service being made by drawing lots. If the members at the first AGM or at a meeting at which a Trustee retires by rotation do not fill the vacancy, the retiring Trustee shall, if willing to act, be deemed to have been reappointed unless at the meeting it is resolved not to fill the vacancy or unless a resolution for the appointment of the Trustee is put to the meeting and lost
- 14.7** A Trustee's term of office automatically terminates if he or she
- 14.7.1** ceases to be a Director by virtue of any provision in the Companies Acts or is prohibited by law from being a Director
  - 14.7.2** is disqualified by virtue of sections 178 and 179 of the Charities Act 2011 (or any statutory re-enactment or modification of that provision) from acting as a charity trustee
  - 14.7.3** is in the reasonable belief of the Trustees suffering from mental disorder and incapable of acting and they resolve that he or she be removed from office
  - 14.7.4** is absent without the permission of the Trustees from all their meetings held within a period of twelve consecutive months and the Trustees resolve that he or she should vacate office
  - 14.7.5** ceases to be a member but such a person may be reinstated by resolution passed by all the other Trustees on resuming membership of the Charity before the next AGM)
  - 14.7.6** resigns by written notice to the Trustees (but only if at least three Trustees will remain in office)

14.7.7 is removed by resolution passed by at least 75% of the members present and voting at a general meeting after the meeting has invited the views of the Trustee concerned and considered the matter in the light of any such views

14.8 The Trustees may at any time co-opt any person duly qualified to be appointed as a Trustee to fill a vacancy in their number or as an additional Trustee, but a co-opted Trustee holds office only until the next AGM

14.9 A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting

14.10 The Trustees must not be paid any remuneration unless it is authorised in accordance with Article 7

## 15. PROCEEDINGS OF TRUSTEES

15.1 The Trustees must hold at least two meetings each year

15.2 A quorum at a meeting of the Trustees may be fixed by the Trustees but shall not be less than three Trustees. A Trustee shall not be counted in the quorum present when any decision is made about a matter upon which that Trustee is not entitled to vote

15.3 If the number of Trustees is less than the number fixed as the quorum the continuing Trustees or Trustee may act only for the purpose of filling vacancies or of calling a general meeting

15.4 A meeting of the Trustees may be held either in person or by suitable electronic means agreed by the Trustees in which all participants may communicate with all the other participants

15.5 No decision may be made by a meeting of the Trustees unless a quorum is present at the time the decision is purported to be made. "Present" includes being present by suitable electronic means agreed by the Trustees in which a participant or participants may communicate with all the other participants

15.6 The Chairman or (if the Chairman is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting

15.7 Every issue may be determined by a simple majority of the votes cast at a meeting

15.8.1 A resolution in writing or in electronic form agreed by a simple majority of all the Trustees entitled to receive notice of a meeting of the Trustees or of a committee of Trustees and to vote upon the resolution shall be as valid and effectual as if it had been passed at a meeting of the Trustees or (as the case may be) a committee of Trustees duly convened and held provided that

15.8.1a a copy of the resolution is sent or submitted to all the Trustees eligible to vote, and

15.8.1b a simple majority of the Trustees has signified its agreement to the resolution in an authenticated document or documents which are received at the registered office within the period of 28 days beginning with the circulation date

- 15.8.2 The resolution in writing may comprise several documents containing the text of the resolution in like form to each of which one or more of the Trustees has signified their agreement
- 15.9 Except for the chairman of the meeting, who has a second or casting vote, every Trustee has one vote on each issue
- 15.10 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting
- 15.11 A Trustee may not appoint an alternate trustee or anyone to act on his or her behalf at meetings of the Trustees
- 15.12.1 Subject to Article 15 12 2 all acts done by a meeting of Trustees or of a committee of Trustees shall be valid notwithstanding the participation in any vote of a Trustee
- 15.12.1a who was disqualified from holding office,
- 15.12.1b who had previously retired or who had been obliged by these Articles to vacate office,
- 15.12.1c who was not entitled to vote on the matter whether by reason of conflict of interest or otherwise,
- If without
- 15.12.1d the vote of that Trustee, and
- 15.12.1e the Trustee being counted in the quorum,
- the decision has been made by a majority of the Trustees at a quorate meeting
- 15.12.2 Article 15 12 1 does not permit a Trustee or a Connected Person to keep any benefit that may be conferred upon him or her by a resolution of the Trustees or a committee of Trustees if but for Article 15 12 1 the resolution would have been void or if the Trustee has not complied with Article 17

## 16. POWERS OF TRUSTEES

The Trustees have the following powers in the administration of the Charity

- 16.1 to appoint (and remove) any individual (who may be a Trustee) to act as Secretary to the Charity for such term and upon such conditions and (if not a Trustee) for such remuneration as the Trustees think fit
- 16.2 to appoint a Chairman, Treasurer and other honorary officers from among their number the term of which appointment shall not exceed one calendar year albeit that the Trustees may after one year reappoint the same one of their number for a further term or terms each not exceeding one calendar year

- 16.3.1 to delegate any of their functions to committees consisting of two or more individuals appointed by them but the terms of any delegation must be recorded in the minute book
- 16.3.2 The Trustees may impose conditions when delegating, including the conditions that
  - 16.3.2a the relevant powers are to be exercised exclusively by the committee to whom they delegate,
  - 16.3.2b no expenditure may be incurred on behalf of the Charity except in accordance with a budget previously agreed with the Trustees
- 16.3.3 The Trustees may revoke or alter a delegation
- 16.3.4 All acts and proceedings of any committees must be fully and promptly reported to the Trustees
- 16.4 to make Standing Orders consistent with the Companies Acts, these Articles and any special resolution to govern proceedings at general meetings
- 16.5 to make Rules consistent with the Companies Acts, these Articles and any special resolution to govern proceedings at their meetings and at meetings of committees
- 16.6 to make Regulations consistent with the Companies Acts, these Articles and any special resolution to govern the administration of the Charity and the use of its seal (if any)
- 16.7 to establish procedures to assist the resolution of disputes within the Charity
- 16.8 to exercise any powers of the Charity which are not reserved to a general meeting
- 16.9 No alteration of the Articles or any special resolution shall have retrospective effect to invalidate any prior act of the Trustees
- 16.10 Any meeting at which a quorum is present at the time the relevant decision is made may exercise all the powers exercisable by the Trustees

## **17. DECLARATION OF TRUSTEES' INTERESTS**

Subject always to the provisions of Article 7 5, a Trustee must declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the Charity or in any transaction or arrangement entered into by the Charity which has not previously been declared. A Trustee must absent himself or herself from any discussions of the Trustees in which it is possible that a conflict will arise between his or her duty to act solely in the interests of the Charity and any personal interest (including but not limited to any personal financial interest)

## **18. CONFLICTS OF INTERESTS**

- 18.1 If a conflict of interests arises for a Trustee because of a duty of loyalty owed to another organisation or person and the conflict is not authorised by virtue of any other provision in these Articles the unconflicted Trustees may authorise such a conflict of interests where the following conditions apply

18.1.1 the conflicted Trustee is absent from the part of the meeting at which there is discussion of any arrangement or transaction affecting that other organisation or person,

18.1.2 the conflicted Trustee does not vote on any such matter and is not to be counted when considering whether a quorum of Trustees is present at the meeting, and

18.1.3 the unconflicted Trustees consider it is in the interests of the Charity to authorise the conflict of interests in the circumstances applying

18.2 In this Article a conflict of interests arising because of a duty of loyalty owed to another organisation or person only refers to such a conflict which does not involve a direct or indirect benefit of any nature to a Trustee or to a Connected Person

## **19. MINUTES**

The Trustees must keep minutes of all

19.1 appointments of officers made by the Trustees,

19.2 proceedings of meetings of the Charity,

19.3 meetings of the Trustees and committees of the Trustees including

19.1.1 the names of Trustees present at the meeting,

19.1.2 the decisions made at the meetings, and

19.1.3 where appropriate the reasons for the decisions

## **20. ACCOUNTS**

20.1 The Trustees must prepare for each financial year accounts as required by the Companies Acts. The accounts must be prepared to show a true and fair view and follow the accounting standards issued or adopted by the Accounting Standards Board or its successors and adhere to the recommendations of any applicable Statements of Recommended Practice

20.2 The Trustees must keep accounting records as required by the Companies Acts

## **21. ANNUAL REPORT AND RETURN AND REGISTER OF CHARITIES**

21.1 The Trustees must comply with the requirements of the Charities Act 2011 with regard to the

21.1.1a transmission of statements of account of the Charity to the Commission,

21.1.1b preparation of an Annual Report and its transmission to the Commission,

21.1.1c preparation of an Annual Return and its transmission to the Commission

22. MEANS OF COMMUNICATION TO BE USED

- 22.1.1 Subject to the Articles anything sent or supplied by or to the Charity under the Articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Charity
- 22.1.2 Subject to the Articles any notice or document to be sent or supplied to a Trustee in connection with the taking of decisions by Trustees may also be sent or supplied by the means by which that Trustee has asked to be sent or supplied with such notices for the time being

23. NOTICES

- 23.1 Any notice to be given to or by any person pursuant to the Articles
- 23.1.1 must be in writing, or
- 23.1.2 must be given in electronic form
- 23.2.1 The Charity may give notice to any member either
- 23.2.1a personally, or
- 23.2.1 by sending it by post in a prepaid envelope addressed to the member at his or her address,  
or
- 23.2.1c by leaving it at the address of the member, or
- 23.2.1d by giving it in electronic form to the member's address
- 23.2.2 A member who does not register an address with the Charity or who registers only a postal address that is not within the United Kingdom shall not be entitled to receive any notice from the Charity
- 23.3 A member present in person at any meeting of the Charity shall be deemed to have received notice of the meeting and of the purposes for which it was called
- 23.4 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given
- 23.5 Proof that an electronic form of notice was given shall be conclusive where the Charity can demonstrate that it was properly addressed and sent in accordance with section 1147 of the Companies Act 2006
- 23.6 In accordance with section 1147 of the Companies Act 2006 notice shall be deemed to be given
- 23.6.1 48 hours after the envelope containing it was posted, or

23.6.2 in the case of an electronic form of communication 48 hours after it was sent

**24. INDEMNITY**

24.1 The Charity shall indemnify any Trustee against any liability incurred by him or her in that capacity, to the extent permitted by sections 232 to 234 of the Companies Act 2006

24.2 In this article a "Trustee" means any Trustee or former Trustee of the Charity

**25. DISSOLUTION**

25.1 The members of the Charity may at any time before and in expectation of its dissolution resolve that any net assets of the Charity after all its debts and liabilities have been paid, or provision has been made for them shall on or before the dissolution of the Charity be applied or transferred in any of the following ways

25.1.1 directly for the Objects, or

25.1.2 by transfer to any charity or charities for purposes similar to the Objects, or

25.1.3 to any charity or charities for use for particular purposes that may fall within the Objects

25.2 Subject to any such resolution of the members of the Charity the Trustees of the Charity may at any time before and in expectation of its dissolution resolve that any net assets of the Charity after all its debts have been paid or provision made for them shall on or before dissolution of the Charity be applied or transferred

25.2.1 directly for the Objects, or

25.2.2 by transfer to any charity or charities for purposes similar to the Objects, or

25.2.3 to any charity or charities for use for particular purposes that may fall within the Objects

25.3 In no circumstances shall the net assets of the Charity be paid to or distributed among the members of the Charity and if no resolution in accordance with Articles 25 1 or 25 2 is passed by the members or the Trustees the net assets of the Charity shall be applied for charitable purposes as directed by the Court or the Commission

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