



**CERTIFICATE OF INCORPORATION  
ON CHANGE OF NAME**

**Company Number 18582**

The Registrar of Companies for England and Wales hereby certifies that under the Companies Act 2006:

**UNITED CHURCH SCHOOLS FOUNDATION LTD**

a company incorporated as private limited by shares, having its registered office situated in England and Wales, has changed its name to:

**UNITED LEARNING LTD**

Given at Companies House on **20th July 2023**.

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





**CERTIFICATE OF INCORPORATION  
ON CHANGE OF NAME**

Company No. 18582

The Registrar of Companies for England and Wales hereby certifies that  
THE UNITED CHURCH SCHOOLS FOUNDATION LTD

having by special resolution changed its name, is now incorporated  
under the name of  
UNITED CHURCH SCHOOLS FOUNDATION LTD

Given at Companies House, Cardiff, the 3rd November 2004



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*  
— for the record —

HC006A



**CERTIFICATE OF INCORPORATION  
ON CHANGE OF NAME**

Company No. 18582

The Registrar of Companies for England and Wales hereby certifies that  
THE CHURCH SCHOOLS FOUNDATION LIMITED

having by special resolution changed its name, is now incorporated  
under the name of  
THE UNITED CHURCH SCHOOLS FOUNDATION LTD

Given at Companies House, Cardiff, the 7th July 2004



*Companies House*  
— for the record —

HC006A

THE COMPANIES ACTS 1862 to 1880  
THE COMPANIES ACTS 1948 to 1967  
and  
THE COMPANIES ACTS 1985 and 1989

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COMPANY LIMITED BY SHARES

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M E M O R A N D U M  
AND  
A R T I C L E S O F A S S O C I A T I O N  
OF  
THE CHURCH SCHOOLS FOUNDATION LIMITED

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Company No. 18582  
Charity No. 313999

12th March 1996  
Ref: 4434

THE COMPANIES ACTS, 1862 to 1880

THE COMPANIES ACTS 1948 to 1967

and

THE COMPANIES ACTS 1985 and 1989

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COMPANY LIMITED BY SHARES

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MEMORANDUM OF ASSOCIATION

OF

THE CHURCH SCHOOLS FOUNDATION LIMITED

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(As altered by Special Resolutions passed on the 15th day of November, 1951, the 22nd day of June, 1955, the 12th day of July, 1972, the 14th day of December, 1992 and the 17th day of March, 1994)

1. The name of the Company is "THE CHURCH SCHOOLS FOUNDATION LIMITED".\*
2. The registered office of the Company will be in England.
3. The objects for which the Company is established are:
  - (A) To provide in England and Wales, by the establishment and maintenance of schools, a liberal, practical and general education for children and adults of all ages and both sexes, such education to include religious instruction in the doctrine and duties of Christianity principally as the same are taught by the Church of England but also sensitive to the teachings, attitudes and practices of other Christian Communion and Denominations.

\* By a Special Resolution passed on the 14th day of December 1992 the Company's name was changed from "The Church Schools Company Limited"

- (B) To assist, upon such terms as the Council may think fit, and otherwise to promote the establishment and maintenance of schools conducted, or to be conducted, by any charitable institution, on the same principles as those on which the schools of the Company are conducted.
- (C) To acquire the whole or any part of the undertaking and assets of, and to undertake in whole or in part the liabilities, obligations and functions of any charitable institution having objects similar to the objects of the Company.
- (D) To purchase, take on lease or in exchange, hire, or otherwise acquire, for any estate or interest, any lands, buildings, easements, rights, privileges, plant, stock-in-trade, and real and personal property of any kind necessary or convenient for the Company's business.
- (E) To erect, construct, pull down, enlarge, alter and maintain any buildings and works necessary or convenient for the Company's business.
- (F) Subject to such consents as may be required by law to borrow and raise money and to charge in any way its undertaking and assets or otherwise to give security, including (without limitation) guaranteeing the obligations of third parties such third parties to include (without limitation) The Church Schools Company (Company No. 2780748; Charity No.1016538); and to enter into transactions with lenders and/or third parties for the purpose of managing the risk to the Company arising from changes in interest rates on borrowings of the Company from time to time.
- (G) To sell, exchange, let on rent, royalty, share of profits, or otherwise grant licences, easements, and other rights of and over and in any other manner deal with or dispose of the undertaking and all or any of the property for the time being of the Company.
- (H) To invest any monies of the Company not immediately required for any of its objects in such manner as may from time to time be determined and to make grants and to award scholarships and bursaries.
- (I) To form, maintain control and hold companies (whether limited by shares or by guarantee) having charitable objects similar to those of the Company for the furtherance of the objects of the Company;

- (J) To amalgamate with any companies, institutions, societies or foundations having charitable status and objects similar to the objects of the Company;
- (K) To transfer (by gift or otherwise) all or any part of the undertaking, assets, liabilities, obligations and functions of the Company to any one or more of the charitable companies, institutions, societies or foundations with which the Company is authorised to  
  
amalgamate including (without limitation) The Church Schools Company.
- (L) To accept and hold shares in a company which covenants the majority or the whole of its profits to the Company.
- (M) To apply the income and property of the Company whencesoever derived solely towards the promotion of the foregoing objects so that (1) no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit, to the members of the Company, and (2) upon the winding up of the Company any property of the Company remaining after the satisfaction of all its debts and liabilities shall be given or transferred to some other charitable institution or institutions having objects similar to the objects of the Company to be determined by members of the Company at or before the dissolution of the Company and if and so far as effect cannot be given to this provision then to some charitable object to be determined by members of the Company as aforesaid or in default of such determination to some charitable object: Provided that nothing contained in this paragraph shall prevent the payment, in good faith, of reasonable and proper remuneration to any officer or servant of the Company or to any member of the Company (whether a member of the Council or Governing Body of the Company or not) in return for any services actually rendered to the Company, nor prevent the payment of reasonable and proper interest on money lent or reasonable and proper rent for premises demised or let to the Company by any member of the Company (whether a member of such Council or Governing Body or not) nor prevent payment of the cost of purchasing and maintaining indemnity insurance in respect of liability for any act or default of the directors officers or employees of the Company or any of them in relation to the Company provided that such insurance shall not extend to indemnification

against liability from wilful or criminal wrong doing or default.

Section 310(3) (a) Companies Act 1985 is excluded in relation to the provisions hereof.

Provided that, in respect of any of the Company's property which is subject to the jurisdiction of the Charity Commissioners for England and Wales or Ministry of Education, the Company shall not sell, mortgage, charge or lease the same without such authority, approval or consent as may be required by law.

4. The liability of the Members of the Company is limited.

5. The nominal Capital of the Company is £100,000, divided into 20,000 Shares of £5 each, provided that no share in the original or any increased capital of the Company shall be issued on the terms that such share is to confer any right to receive any dividend or any repayment of capital or any payment in the winding up of the Company.

THE COMPANIES ACTS, 1862 to 1880

THE COMPANIES ACTS, 1948 TO 1967

and

THE COMPANIES ACTS 1985 to 1989

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COMPANY LIMITED BY SHARES

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ARTICLES OF ASSOCIATION

OF

THE CHURCH SCHOOLS FOUNDATION LIMITED

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(As adopted by Special Resolution passed on the 17th day of March, 1994 and as altered by a Special Resolution passed on the 12th day of March 1996)

1. The provisions contained in Table A in The Company's Acts 1862 to 1967 shall not apply to this Company, except so far as the same are repeated or contained in these presents.

2. In these regulations:

"The Act" means the Companies Act 1948.

"The Seal" means the Common Seal of the Company.

"Secretary" means any person appointed to perform the duties of the Secretary of the Company.

"The United Kingdom" means Great Britain and Northern Ireland.

Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography, and other modes of representing or reproducing words in any visible form.

Unless the context otherwise requires, words or expressions contained in these regulations shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which these regulations become binding on the Company.

In these Articles, words importing the singular number shall include the plural number, and vice versa, words importing the masculine gender only shall include the feminine gender, and words importing persons shall include Corporations.

3. The affairs and business of the Company shall be conducted and managed by a Board constituted as hereinafter mentioned. The Board may exercise all such powers of the Company as are not by the Act or by these regulations, required to be exercised by the Company in General Meeting, subject, nevertheless, to any of these regulations, to the provisions of the Act and to such regulations, being not inconsistent with the aforesaid regulations or provisions, as may be prescribed by the Company in General Meeting; but no regulation made by the Company in General Meeting shall invalidate any prior act of the Council which would have been valid if that regulation had not been made.

4. **SHARES**

(A) No Shares in or Debentures of the Company shall be offered to the Public (whether for cash or otherwise) and the Company shall not allot or agree to allot (whether for cash or otherwise) any Shares in or Debentures of the Company with a view to all or any of those Shares or Debentures being offered for sale to the Public.

(B) The Members of the Board are authorised for a period of five years from the date of adoption of these Articles to allot grant options over or otherwise dispose of existing but hitherto unissued capital of the Company to such persons on such terms and in such manner as they think fit subject to Article 4(A) hereof and to Clauses 3(M) and 5 of the Company's Memorandum of Association PROVIDED THAT the Members of the Board shall allot one ordinary share in the capital of the Company (to rank pari passu in all respects with the existing ordinary shares in the Company at the time of allotment) to any person (not already a shareholder in the Company) who demonstrates to the reasonable satisfaction of the Members of the Board that he or she is a duly appointed director of The Church Schools Company.

5. Except as required by law, no person shall be recognised by the Company as holding any Share upon any Trust, and the Company shall not be bound by or be compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any Share or any interest in any fractional part of a Share or (except only as by these regulations or by law otherwise provided) any other rights in respect of any Share except an absolute right to the entirety thereof in the registered holder.

6. Every person whose name is entered as a Member in the Register of Members shall be entitled without payment to receive within two months after allotment or lodgment of transfer (or within such other period as the conditions of issue shall

provide) one Certificate for all his Shares or several Certificates each for one or more of his Shares upon payment of £12.00 for every Certificate after the first or such less sum as the Board shall from time to time determine. Every Certificate shall be under the Seal and shall specify the Shares to which it relates and the amount paid up thereon. Provided that in respect of a Share or Shares held jointly by several persons the Company shall not be bound to issue more than one Certificate and delivery of a Certificate for a Share to one of several joint holders shall be sufficient delivery to all such holders.

7. If a Share Certificate be defaced, lost or destroyed, it may be renewed on payment of a fee of £12.00 or such less sum and on such terms (if any) as to evidence and indemnity and the payment of out-of-pocket expenses of the Company of investigating evidence as the Board think fit.

8. The Company may:

- (a) acquire Shares in the Company otherwise than for valuable consideration in accordance with the provision of the Companies Acts 1948-1981 or any statutory re-enactments thereof; or
- (b) acquire any Shares in the Company for valuable consideration strictly in accordance with the provisions of Part III of the Companies Act 1981 or any re-enactment thereof; or
- (c) give financial assistance whether by means of loan guarantee the provision of security or otherwise for the purpose of or in connection with the purchase or subscription made or to be made by any person of and for any shares in the Company or in its holding company or make a loan on the security of its Shares or those of its holding company only where such financial assistance or loan is given or made strictly in accordance with the provisions of the Companies Acts 1948-1981 or any re-enactment thereof.

9. The Company shall have a first and paramount lien on every Share (not being a fully paid Share) for all moneys (whether presently payable or not) called or payable at a fixed time in respect of that Share, and the Company shall also have a first and paramount lien on all Shares (other than fully paid Shares) standing registered in the name of a single person for all moneys presently payable by him or his estate to the Company; but the Board may at any time declare any Share to be wholly or in part exempt from the provisions of this regulation.

#### **TRANSFER OF SHARES**

10. Subject to the restrictions of these presents, any Member may transfer all or any of his Shares, but every transfer must be in writing and in such form as the Board shall from time to time approve, and must be left at the office of the Company

accompanied by the Certificate of the shares to be transferred, and such other evidence (if any) as the Board may require to prove the title of the intending transferor.

11. The Board may in their discretion and without assigning any reason therefor, refuse to register the transfer of any Share, whether fully paid up or not, to any person whom they shall not approve as transferee.

12. The Company shall be entitled to charge a fee not exceeding £12. on the registration of every probate, letters of administration, certificate of death or marriage, power of Attorney, notice in lieu of distringas, or other instrument.

13. The register of transfers may be closed during the fourteen days immediately preceding every Ordinary General Meeting of the Company, and at such other times (if any), and for such period as the Board may from time to time determine, provided always that it shall not be closed for more than thirty days in any year.

14. Where the Board is of the reasonable opinion that the holder of any share or shares cannot be traced, then any member of the Board may be appointed to execute as transferor an instrument of transfer of the share or shares registered in the name of such holder into the name of two or more trustees to be held on behalf of such holder. Such instrument of transfer shall be as effective as if it had been executed by such holder or (if different) by the person entitled to such share or shares.

For the purposes of this provision the opinion of the Board shall be deemed to be reasonable if on at least two occasions during a period of twelve months prior to the execution of an instrument of transfer pursuant to this provision the Board shall have attempted to contact any given holder by letter to his or her address as recorded in the registers of the Company and shall have received no response within six weeks after the date of the later or latest letter; or, in the case of an individual, the entry has been in the register of members for over 100 years.

#### **CESSATION EVENTS**

15. A member of the Company shall cease to be a member upon the occurrence of any of the following events (a "Cessation Event");

(a) where a member who is a director of the Company ceases to be a director of the Company for any reason whatsoever;

(b) where a member who is a member of the Council of The Church Schools Company (company no. 2780748) ceases to be a member

of the Council of that company for any reason whatsoever;

(c) where a member dies.

16. Where a Cessation Event occurs, the member shall transfer (or where the member has died, he or she shall be deemed to have transferred) on the date on which the Cessation Event occurred, the share registered in his or her name to such person or persons as the Board shall nominate upon the payment of the sum of £1 in respect of such share.

17. By way of security for an outgoing member's obligations following a Cessation Event as described in Article 15(a) or (b), and in order to give effect to a transfer following a Cessation Event as described in Article 15 (c), the Board may authorise any person to execute any necessary instruments for transfer on behalf of and as attorney for the outgoing member or the deceased member and in any such case the Company will hold the sum of £1 (being the payment in respect of such share) in trust for such outgoing member or the personal representatives of a deceased member. After the name of the transferee of the share has been entered in the register of members in exercise of these powers, the validity of the proceedings shall not be questioned by any person.

18. The Board shall not register any transfer of any share following a Cessation Event other than a transfer in accordance with Articles 16 and 17.

#### **GENERAL MEETINGS**

19. The Company shall in each year hold a General Meeting as its Annual General Meeting in addition to any other Meetings in that year, and shall specify the Meeting as such in the notices calling it; and not more than fifteen months shall elapse between the date of one Annual General Meeting of the Company and that of the next. The Annual General Meeting shall be held at such time and place, as the Board shall appoint.

20. All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings.

21. The Board may, whenever they think fit, convene an Extraordinary General Meeting, and Extraordinary General Meetings shall also be convened on such requisition, or, in default, may be convened by such requisitionists, as provided by Section 132 of the Act. If at any time there are not within the United Kingdom sufficient Members of the Board capable of acting to form a quorum, any member of the Council or any two Members of the Company may convene an Extraordinary

General Meeting in the same manner as nearly as possible as that in which Meetings may be convened by the members of the Board.

#### **NOTICE OF GENERAL MEETINGS**

22. An Annual General Meeting and a Meeting called for the passing of a Special Resolution shall be called by twenty-one

days' notice in writing at the least, and a Meeting of the Company other than an Annual General Meeting or a Meeting for the passing of a Special Resolution shall be called by fourteen days' notice in writing at the least. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given, and shall specify the place, the day and the hour of meeting and, in case of special business, the general nature of that business and shall be given in manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Company in General Meeting, to such persons as are, under the regulations of the Company, entitled to receive such notices from the Company:

Provided that a Meeting of the Company shall, notwithstanding that it is called by shorter notice than that specified in this regulation, be deemed to have been duly called if it is so agreed:

- (a) in the case of a Meeting called as the Annual General Meeting by all the Members entitled to attend and vote thereat; and
- (b) in the case of any other Meeting, by a majority in number of the Members having a right to attend and vote at the Meeting, being a majority together holding not less than 95 per cent. in nominal value of the Shares giving that right.

23. The accidental omission to give notice of a Meeting to, or the non-receipt of notice of a Meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

#### **PROCEEDINGS AT GENERAL MEETINGS**

24. All business shall be deemed special that is transacted at an Extraordinary General Meeting, and also all that is transacted at an Annual General Meeting, with the exception of the consideration of the accounts, balance sheets, and the reports of the Board and Auditors, the election of members of the Board in the place of those retiring and the appointment of and the fixing of the remuneration of the Auditors.

25. No business shall be transacted at any General Meeting unless five Members either in person or by proxy are present at the commencement of business. If within half an hour from the time appointed for the Meeting the required number of Members is not present, the Meeting, if convened upon the requisition of the Members, shall be dissolved; in any other case it may be adjourned by the Chairman to such time and place as he shall appoint by notice in writing to all Members entitled to be present and if at such adjourned Meeting the required number of Members is not present, those Members who are present may proceed to the business for which the Meeting was called and shall be competent to transact such business.

26. No resolution shall be brought forward at any General or Special Meeting except such as may arise upon the report of the Board, unless 28 days' previous notice in writing of such resolution, signed by the Member intending to propose the same, shall have been given to the Board, and no Member, except a retiring Member of the Board, shall be eligible as a candidate for election as a Member of the Board unless 28 days' notice in writing shall have been given to the Board, signed by the Member proposing to nominate such candidate.

27. At every meeting of the Company the Chairman of the Board shall preside if he be present, but if he be not present then the Vice-Chairman of the Board shall preside if he be present; but if neither the Chairman nor the Vice-Chairman be present then the members attending the meeting shall choose one of their number to be Chairman of such meeting. If there be not a majority of votes in favour of a member of the Board to act as Chairman of the meeting the meeting shall be adjourned for a period of not less than 7 days. The Chairman, whether a Shareholder or not, shall in case the votes at any Meeting shall be equally divided, have a casting vote; and if the Chairman shall be a Shareholder such casting vote shall be in addition to the vote or votes to which he may be, as such, entitled.

28. The Chairman may, with the consent of the Meeting, adjourn any Meeting from time to time and from place to place; but no business shall be transacted at any adjourned Meeting other than the business left unfinished at any Meeting at which the adjournment took place.

29. If any Meeting shall be adjourned for 30 days or more, notice of such adjournment shall be given to all the Members in the same manner as notice was given of the Meeting.

30. At any General Meeting a resolution put to the vote of the Meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded:

- (a) by the Chairman; or
- (b) by at least three Members present in person or by proxy; or
- (c) by any Member or Members present in person or by proxy and representing not less than one tenth of the total voting rights of all the Members having the right to vote at the Meeting.

Unless a poll be so demanded a declaration by the Chairman that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost and an entry to that effect in the book containing the minutes of the proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes

recorded in favour of or against such resolution.

The demand for a poll may be withdrawn.

31. The declaration of the Chairman of the result of a show of hands or poll shall be conclusive, and an entry of such declaration in the book of the proceedings of the Company shall be sufficient evidence of such result.

32. Except as provided in regulation 33, if a poll is duly demanded it shall be taken in such manner as the Chairman directs, and the result of the poll shall be deemed to be the resolution of the Meeting at which the poll was demanded.

33. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the Meeting at which the show of hands takes place or at which the poll is demanded, shall be entitled to a second or casting vote.

34. A poll demanded on the election of a Chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the Chairman of the Meeting directs, and any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll.

#### **VOTES OF MEMBERS**

35. Subject to any rights or restrictions for the time being attached to any class or classes of Shares, on a show of hands or on a poll every Member present in person shall have one vote. Provided that on a poll, a share whose holder is a director of the Church Schools Company (Company No. 2780748; Charity No. 1016538) shall carry one hundred votes.

36. A Member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee, receiver, curator bonis, or other person in the nature of a committee, receiver or curator bonis appointed by that court, and any such committee, receiver, curator bonis or other person may, on a poll, vote by proxy.

37. Any share from time to time registered in the names of two or more persons will not carry any right to vote.

38. Votes may be given either personally or by proxy. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing, or, if the appointor is a corporation, either under seal, or under the hand of an officer or attorney duly authorised. A proxy need not be a Member of the Company.

39. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or

a notarially certified copy of that power or authority shall be deposited at the registered office of the Company or at such other place within the United Kingdom as is specified for that purpose in the notice convening the Meeting not less than 48 hours before the time for holding the Meeting or adjourned Meeting, at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid.

40. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.

41. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the Share in respect of which the proxy is given, provided that no intimation in writing of such death, insanity, revocation or transfer as aforesaid shall have been received by the Company at the office before the commencement of the Meeting or adjourned Meetings at which the proxy is used.

42. The officers of the Company shall consist of a Chairman, Vice-Chairman, a Board constituted as hereinafter mentioned, a Secretary, and such other officers as the Board shall from time to time think necessary.

43. The Chairman and Vice-Chairman shall be elected by the Board and shall hold office for such period or periods as the Board shall decide.

44. The Board shall consist of not less than 5 and not more than 15 persons. Every Member of the Board shall be a Member of the Church of England or other Christian Communion or denomination except in cases sanctioned by the Board, and shall hold at least one Share in the Company.

(a) Past Employees of the Company shall be ineligible for election to the Board.

(b) No Member of the Board may serve the Company for profit.

45. A Director shall initially hold office for a period of three years at the end of which he shall resign save that with the consent of the Board he may remain in office for a further period of three years. At the end of any such further period such Director shall resign whereafter such Director shall be eligible for re-election by the Board for a further period of one year upon the proposal of the Chairman, and so on for further periods of one year subject to annual proposal and re-election as aforesaid.

46. The Members of the Board to retire in every year shall be those who have been longest in office. As between Members of equal seniority, the Member to retire shall (unless such Members

of equal seniority, agree among themselves) be determined by ballot. Any Member of the Board who shall not have attended a meeting for twelve months before the Annual General Meeting in any year shall be deemed to have vacated his office, but shall be eligible for re-election. The office of a Member of the Board shall also be vacated if the member of the Board:

- (a) ceases to be a member of the Board by virtue of Section 182 or 185 of the Act; or
- (b) becomes bankrupt or makes any arrangement or composition with his creditors generally; or
- (c) becomes prohibited from being a member of the Board by reason of any order made under Section 188 of the Act; or
- (d) becomes of unsound mind; or
- (e) resigns his office by notice in writing to the Company; or
- (f) has prior to the date of the Annual General Meeting attained the age of 70 years (although a person who has attained such age by the date of the Annual General Meeting may be elected or re-elected to the Board if prior to the vote for his or her election or re-election his or her age has been disclosed to the Annual General Meeting and the Members have resolved by Special Resolution that notwithstanding his or her attainment of such age he or she be eligible for election or re-election to the Board.

47. The Company may from time to time, in General Meeting, increase or reduce the number of the Members of the Board and determine in what rotation and manner such increased or reduced number is to go out of office.

48. Any casual vacancy occurring in the Board by death, resignation, or otherwise, may be filled up by the Board, but any person so chosen shall retain his office only until the next General Meeting of the Company. The continuing Members of the Board may act, notwithstanding any vacancy in their body.

49. The Board may exercise all such powers of the Company, and do on behalf of the Company all such acts as may be exercised and done by the Company, and as are not by the Companies Acts or these Articles declared to be exercisable only by the Company in General Meeting, subject, nevertheless to any regulations of these presents, to the provisions of the said Acts, and to such regulations as may be prescribed by the Company in General Meeting, but no regulation made by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid if such regulation had not been made.

50. The Board shall have power to appoint the Auditors of the Company, and to appoint, suspend, or remove the Secretary, Solicitor, and all clerks, officers, and servants of the Company, and to fix the amount of their remuneration and salaries, and the duties from time to time to be performed by them respectively.

51. The Head Master or Mistress of every School set up or maintained by the Company shall be appointed and may be dismissed by the Board. The Assistant Masters or Mistresses shall be appointed by the Head Master or Mistress of their respective Schools, under regulations to be from time to time made by the Board, and may be dismissed either by the Head Master or Mistress of their respective Schools, or by the Board.

52. The Board may from time to time, and for such periods as may be deemed desirable, delegate any of its powers or the management under the Board of any particular school or schools to Committees, consisting of such number of Members of their body and other persons as the Board may think fit; any Committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed by the Board.

53. The Board may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof, and to issue Debentures, Debenture Stock, and other securities, whether outright or as security for any debt, liability or obligation of the Company or of any third party

PROVIDED THAT the following decisions may only be implemented by the Board with the sanction of any Ordinary Resolution of the members of the Company, which may be passed in advance of any Board decision on the matter in question, or within thirty days thereafter:

to appoint a new Chairman;

to appoint a Chief Executive;

to appoint Patrons or Vice Patrons;

to appoint Auditors;

to acquire (in accordance with Clause 3(C) of the Company's Memorandum of Association) the whole or any part of the undertaking and assets of, and to undertake in whole or in part the liabilities obligations and function of any charitable institution having objects similar to the objects of the Company;

to amalgamate (in accordance with Clause 3(J) of the Company's Memorandum of Association) with any company, institution, society or foundation having charitable status and objects similar to the objects of the Company;

to exercise the Company's voting rights as a member of The Church

to exercise the Company's voting rights as a member of The Church Schools Company.

54. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for moneys paid to the Company shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, in such manner as the Board shall from time to time by resolution determine.

55. All moneys received by the Company shall be regularly paid into the banking account or accounts to be kept in the name of the Company, and no money shall be paid by or on account of the Company other than petty cash disbursements, except by cheque on the said banking account or accounts; petty cash disbursement shall be paid out of cash, for which cheques on the said banking account or accounts shall be drawn from time to time as aforesaid.

56. The Board may from time to time appoint any person or persons, whether a Shareholder or Shareholders in the Company or not, to be a Trustee or Trustees of all or any part of the property or estate of the Company, and may vest such property in him or them, and may from time to time remove any such Trustee or Trustees from office, and appoint a successor or successors; and on the appointment of any Trustee, the Board shall cause such declaration of trust to be executed by such Trustee, as to the Board shall seem proper.

57. The Board on behalf of the Company may pay a gratuity or pension or allowance on retirement to any officer or servant of the Company who has held any salaried office or place of profit with the Company or to his widow or dependents and may make contributions to any fund and pay premiums for the purchase or provision of any such gratuity, pension or allowance.

58. The Members of the Board shall be paid out of the Funds of the Company all necessary subsistence and travelling expenses, and other actual outlay incurred by them on behalf of the Company but shall receive no other remuneration except that it shall be lawful for the Board (if they shall deem it expedient) to pay such a salary to their Chairman as shall be approved by the Company in General Meeting.

#### **THE SEAL**

59. The Board shall provide for the safe custody of the Seal, which shall only be used by the authority of the Board or of a Committee of the Board authorised by the Board in that behalf, and every instrument to which the Seal shall be affixed shall be signed by a member of the Board and shall be countersigned by the Secretary or by a second member of the Board or by some other person appointed by the Board for the purpose.

60. All acts done by the Board or by a Committee formed by the Board shall notwithstanding that it be afterwards discovered that

there was some defect in the appointment of any such Members of the Board or persons acting as aforesaid, or that they or any of them were or was disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Member of the Board. A resolution in writing signed by all the Members of the Board entitled to receive notice of a meeting of the Board shall be as valid and effectual as if it had been passed at a meeting of the Board duly convened and held.

61. The Board may meet together for the despatch of business, adjourn, and otherwise regulate their Meetings as they think fit; and determine the quorum necessary for the transaction of business. Questions arising at any Meeting shall be determined by a majority of votes. In case of an equality of votes the Chairman, in addition to his original vote, shall have a casting vote. The Chairman, or three Members of the Board, may at any time summon a Meeting of the Board.

62. The Members of the Board may elect a Chairman and Vice-Chairman of their Meetings and determine the period during which they shall respectively hold office; but if no such Chairman or Vice-Chairman be elected, or if at any meeting the Chairman and Vice-Chairman be not present at the time appointed for holding the same, or decline to take the chair, the Members of the Board present shall choose one of their number to be Chairman at such Meeting.

63. The Board shall cause Minutes to be made in books provided for that purpose:

- (a) of all appointments of officers made by the Board;
- (b) of the names of the Members of the Board present at each meeting of the Board, or of a Committee of Members of the Board;
- (c) of all orders made by the Board and Committees of Members of the Board;
- (d) of all resolutions and proceedings of meetings of the Company and of the Board and of any Committee of Members of the Board.

Any such minutes as aforesaid, if signed by any person purporting to be the Chairman at any meeting of the Company, or at any meeting of the Board, or of a Committee of Members of the Board, or by any two Members of the Board present thereat, shall be receivable in evidence without any further proof.

64. The Board shall have power to make, and afterwards to vary such regulations and bye-laws for the conduct of the schools that are under the management of the Church Schools Company (Company No. 2780748; Charity No. 1016538) and general affairs of the Company as they may from time to time deem necessary; provided that they do not contravene any of the provisions herein contained, or vary the following standing rules of the Company:

- (a) That in all such schools instruction shall be given in the doctrine and duties of Christianity as taught by the Church of England or by such other Christian Communion or Denomination as is appropriate for the school, but with liberty to the parent or guardian of or person liable to maintain or having the actual custody of any day scholar, by notice in writing addressed to the Head Master or Mistress of the School, to withdraw such scholar from attendance at prayer or religious worship, or from any lesson or series of lessons on a religious subject.
- (b) That all Head Masters or Mistresses of such Schools shall be Members of the Church of England or such other Christian Communion or Denomination as is appropriate for the school, except in any case specially sanctioned by the Board.
- (c) That all Assistant Masters or Mistresses in such Schools shall be Members of the Church of England or such other Christian Communion or Denomination as is appropriate for the school, except in cases specially sanctioned by the Board.

65. The Company is not to pay any dividends or bonuses to its members.

66. A member of the Board may not vote as a Member of the Board and if also a Member of the Company as Member of the Company in regard to any contract or arrangement in which he is interested or upon any matter arising thereout and if he shall vote his vote shall not be counted and shall not be reckoned in estimating a quorum when any such contract or arrangement is under consideration.

67. The Board shall cause proper books of account to be kept with respect to:

- (a) all sums of money received and expended by the Company and the matters in respect of which the receipt and expenditure takes place;
- (b) all sales and purchases of goods by the Company; and
- (c) the assets and liabilities of the Company.

Proper books shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and fair view of the state of the Company's affairs and to explain its transactions.

68. The books of account shall be kept at the registered office of the Company, or, subject to Section 147(3) of the Act, at such other place or places as the Board think fit, and shall always be open to the inspection of the members of the Board.

69. The Board shall from time to time determine whether and

to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of Members not being Members of the Board, and no Member (not being a Member of the Board shall have any right of inspecting any account or book or document of the Company except as conferred by statute or authorised by the Board or by the Company in General Meeting.

70. The Board shall from time to time, in accordance with Sections 148, 150 and 157 of the Act, cause to be prepared and to be laid before the Company in General Meeting such profit and loss accounts, balance sheets, group accounts (if any) and reports as are referred to in those sections.

71. A copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the Company in General Meeting, together with a copy of the Auditors' report, shall not less than twenty-one days before the date of the meeting be sent to every Member of, and every holder of debentures of, the Company and to every person registered under regulation 16, Provided that this regulation shall not require a copy of those documents to be sent to any person of whose address the Company is not aware or to more than one of the joint holders of any Shares or Debentures.

72. Auditors shall be appointed and their duties regulated in accordance with Sections 159 to 161 of the Act, and Section 14 of the Companies Act 1967.

73. A notice may be given by the Company to any Member either personally or by sending it by post to him or to his registered address, or (if he has no registered address within the United Kingdom) to the address, if any, within the United Kingdom supplied to the Company by him for the giving of notice to him. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying, and posting a letter containing the notice and to have been effected in the case of a notice of a Meeting at the expiration of 24 hours after the letter containing the same is posted, and in any other case at the time at which the letter would be delivered in the ordinary course of post.

74. A notice may be given by the Company to the joint holders of a Share by giving the notice to the joint holder first named in the register of Members in respect of the Share.

75. A notice may be given by the Company to the persons entitled to a share in consequence of the death or bankruptcy of a Member by sending it through the post in a prepaid letter addressed to them by name, or by the title of representatives of the deceased, or trustee of the bankrupt, or by any like description, at the address, if any, within the United Kingdom supplied for the purpose by the persons claiming to be so entitled, or (until such an address has been so supplied) by giving the notice in any manner in which the same might have been given if the death or bankruptcy had not occurred.

76. Notice of every General Meeting shall be given in any manner hereinbefore authorised to:

(a) every Member except those Members who (having no registered address within the United Kingdom) have not supplied to the Company an address within the United Kingdom for the giving of notices to them;

(b) every person upon whom the ownership of a Share devolves by reason of his being a legal personal representative or a trustee in bankruptcy of a Member where the Member but for his death or bankruptcy would be entitled to receive notice of the Meeting; and

(c) the auditor for the time being of the Company.

No other person shall be entitled to receive notices of General Meetings.

#### INDEMNITY

77. Subject to the provisions of the Statutes and of the Memorandum of Association every Member of the Board, Auditor, Secretary or other officer of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities which he shall incur or be put to on account of any act, deed, matter or thing which shall be executed, done or permitted by him in or about the bona fide execution of his office and shall be reimbursed by the Company all reasonable expenses incurred by him in or about any legal proceedings or arbitration on account of the Company or otherwise in the execution of his office except such costs, losses and expenses as shall happen through his dishonest or wilful act, neglect or default.

78. In the execution of the objects of the Company no officer of the Company shall be liable for any loss of the property of the Company arising by reason of any improper investment made in good faith (so long as he shall have sought professional advice before making such investment) or for the negligence or fraud of any agent employed by him or by any other officer of the Company in good faith (provided reasonable supervision shall have been exercised) although the employment of such agent was strictly not necessary or by reason of any mistake or omission made in good faith by any officer of the Company or by reason of any other matter or thing other than wilful and individual fraud wrong doing or wrongful omission on the part of the officer who is sought to be made liable.