

AMENDED  
26 SEPTEMBER 2017

THE COMPANIES ACT 2006

A COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

OF

THE BRIT SCHOOL LIMITED

COMPANY NUMBER: 2369239

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OF  
THE BRIT SCHOOL LIMITED

**INTERPRETATION**

1. In these Articles:-

- a. "the School" means the City College for the Technology of the Arts ("CCTA") referred to in Article 4.a and established by the School Trust;
- b. "School Financial Year" means the academic year from 1<sup>st</sup> of September to 31<sup>st</sup> of August of the following year;
- c. "the School Trust" means the company intended to be regulated by these Articles and referred to in Article 2;
- d. "the Articles" means these Articles of Association of the School Trust;
- e. Not used
- f. Not used;
- g. "clear days" in relation to the period of a notice means the period excluding the day when the notice is given or deemed to be given and the day on which it is given or on which it is to take effect;
- h. "Clerk" means the clerk to the Trustees or any other person appointed to perform the duties of the clerk to the Trustees, including a joint, assistant or deputy clerk;

- i. “financial expert” means an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;
- j. “Funding Agreement” means the agreement made under section 105 of the Education Reform Act 1988 ("ERA") between the School Trust and the Secretary of State on 8 August 1991. It has been amended by an amending agreement made under section 482 of The Education Act 1996 (prior to its amendment under section 65 of the Education Act 2002) between the Secretary of State and the School Trust dated 18 April 1997 and a further amending agreement between the Secretary of State and the School Trust dated November 2008;
- k. “Local Authority Associated Person” means any person associated (within the meaning given in section 69(5) of the Local Government and Housing Act 1989) with any local authority by which the School Trust is influenced;
- l. Not used
- m. “Member” means a member of the School Trust and someone who as such is bound by the undertaking contained in Article 8;
- n. “the Memorandum” means the Memorandum of Association of the School Trust;
- o. “Office” means the registered office of the School Trust;
- p. Not used
- q. “Parent Trustees” means the Trustees elected or appointed pursuant to Articles 53 – 56B inclusive;
- r. “Principal” means the head teacher of the School.
- s. “Principal Regulator” means the body or person appointed as the Principal Regulator under the Charities Act 2011;

- t. Not used
- u. “the seal” means the common seal of the School Trust if it has one;
- v. “Secretary of State” means the Secretary of State for Education or successor;
- w. “Special Educational Needs” has the meaning set out in sections 20(1) and 21(2) of the Children and Families Act 2014;
- x. “Sponsor” means BPI (British Recorded Music Industry) Limited, or any successor entity discharging the same function in respect of the School.
- y. “teacher” means a person employed under a contract of employment or a contract for services or otherwise engaged to provide his services as a teacher at the School;
- z. “the Trustees” means the directors of the School Trust (and “Trustee” means any one of those directors), subject to the definition of this term at Article 6.9 (b) in relation to Articles 6.2-6.9
- aa. “the United Kingdom” means Great Britain and Northern Ireland;
- bb. words importing the masculine gender only shall include the feminine gender. Words importing the singular number shall include the plural number, and vice versa;
- cc. subject as aforesaid, words or expressions contained in these Articles shall, unless the context requires otherwise, bear the same meaning as in the Companies Act 2006, as appropriate;
- dd. any reference to a statute or statutory provision shall include any statute or statutory provision which replaces or supersedes such statute or statutory provision including any modification or amendment thereto.

2. The company's name is The BRIT School Limited (and in this document it is called **“the School Trust”**).

3. The School Trust’s registered office is to be situated in England and Wales.

## **OBJECTS**

4. The School Trust’s objects (**“the Objects”**) are specifically restricted to the following:

a. to advance for the public benefit education in the United Kingdom, in particular but without prejudice to the generality of the foregoing, by establishing, maintaining, carrying on, managing and developing a school offering a broad curriculum with a strong emphasis on the performing arts and related technology (**“the School”**).

5. In furtherance of the Objects but not further or otherwise the School Trust may exercise the following powers:

- a. to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments, and to operate bank accounts in the name of the School Trust;
- b. to raise funds and to invite and receive contributions provided that in raising funds the School Trust shall not undertake any substantial permanent trading activities and shall conform to any relevant statutory regulations;
- c. to acquire, alter, improve and (subject to such consents as may be required by law) to charge or otherwise dispose of property;
- d. subject to Articles 6.6-6.8 below to employ such staff, as are necessary for the proper pursuit of the Objects and to make all reasonable and necessary provision for the payments of pensions and superannuation to staff and their dependants;
- e. to establish or support, whether financially or otherwise, any charitable companies, trusts, associations or institutions formed for all or any of the Objects;
- f. to co-operate with other charities, other independent and maintained schools,

- academies and institutions within the further education sector, voluntary bodies and statutory authorities operating in furtherance of the Objects and to exchange information and advice with them;
- g. to pay out of funds of the School Trust the costs, charges and expenses of and incidental to the formation and registration of the School Trust;
  - h. to establish, maintain, carry on, manage and develop the **School at 60 The Crescent, Croydon, CR0 2HN**
  - i. to offer scholarships, exhibitions, prizes and awards to students and former students, and otherwise to encourage and assist the additional attainment of students and former students;
  - j. to provide educational facilities and services to students of all ages and the wider community for the public benefit;
  - k. to carry out research into the development and application of new techniques in education and to their approach to curriculum development and delivery and to publish the results of such research, and to develop means of benefiting from application of the experience of industry, commerce, other schools, educational institutions and the voluntary sector to the education of students in the School, City Technology Colleges and academies;
  - l. subject to such consents as may be required by law and/or by any contract entered into by or on behalf of the School Trust, to borrow and raise money for the furtherance of the Objects in such manner and on such security as the School Trust may think fit;
  - m. to deposit or invest any funds of the School Trust not immediately required for the furtherance of its Objects (but to invest only after obtaining such advice from a financial expert as the Trustees consider necessary and having regard to the suitability of investments and the need for diversification);
  - n. to delegate the management of investments to a financial expert, but only on terms that:
    - i. the investment policy is set down in writing for the financial expert by the



- Trustees;
- ii. every transaction is reported promptly to the Trustees;
  - iii. the performance of the investments is reviewed regularly with the Trustees;
  - iv. the Trustees are entitled to cancel the delegation arrangement at any time;
  - v. the investment policy and the delegation arrangement are reviewed at least once a year;
  - vi. 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; and
  - vii. the financial expert must not do anything outside the powers of the Trustees;
- p. to arrange for investments or other property of the School Trust to be held in the name of a nominee company acting under the control of the Trustees or of a financial expert acting under their instructions, and to pay any reasonable fee required;
- q. to provide indemnity arrangements to Trustees in accordance with, and subject to the conditions of section 232 to 235 of the Companies Act 2006, section 189 of the Charities Act 2011 or any other provision of law applicable to charitable companies and any such indemnity is limited accordingly;
- r. not used;
- s. to establish subsidiary companies to carry on any trade or business for the purpose of raising funds for the School Trust; and
- t. to do all such other lawful things as are necessary for or are incidental to or conducive to the achievement of the Objects.

6.1 The income and property of the School Trust shall be applied solely towards the promotion of the Objects.

6.2 None of the income or property of the School Trust may be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to any Member of the School Trust. Nonetheless a Member of the School Trust who is not also a Trustee may:

- a. benefit as a beneficiary of the School Trust;
- b. be paid reasonable and proper remuneration for any goods or services supplied to the School Trust;
- c. be paid rent for premises let by the Member of the School Trust if the amount of the rent and other terms of the letting are reasonable and proper; and
- d. be paid interest on money lent to the School Trust at a reasonable and proper rate, such rate not to exceed 2 per cent per annum below the base lending rate of a UK clearing bank selected by the Trustees, or 0.5%, whichever is the higher,

6.2A. The Trustees may only rely upon the authority provided by Article 6.2 to allow a benefit to a Member if each of the following conditions is satisfied:

- a. the remuneration or other sums paid to the Member do not exceed an amount that is reasonable in all the circumstances;
- b. the Trustees are satisfied that it is in the interests of the School Trust to contract with that Member rather than with someone who is not a Member. In reaching that decision the Trustees must balance the advantage of contracting with a Member against the disadvantages of doing so; and
- c. the reason for their decision is recorded by the Trustees in the minute book.

6.3 A Trustee may benefit from any indemnity arrangement purchased at the School Trust's expense or any arrangement so agreed with the Secretary of State to cover the liability of the Trustees which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default or breach of trust or breach of duty of which they may be guilty in relation to the School Trust: provided that any such arrangement shall not extend to: (i) any claim arising from any act or omission which the Trustees (or any of them) knew to be a breach of trust or breach of duty or which was committed by the Trustees (or any of

them) in reckless disregard to whether it was a breach of trust or breach of duty or not; and (ii) the costs of any unsuccessful defence to a criminal prosecution brought against the Trustees (or any of them) in their capacity as directors of the School Trust. Further, this Article does not authorise a Trustee to benefit from any indemnity arrangement that would be rendered void by any provision of the Companies Act 2006, the Charities Act 2011 or any other provision of law.

6.4 A company, which has shares listed on a recognised stock exchange and of which any one Trustee holds no more than 1% of the issued capital of that company, may receive fees, remuneration or other benefit in money or money's worth from the School Trust.

6.5 A Trustee may at the discretion of the Trustees be reimbursed from the property of the School Trust for reasonable expenses properly incurred by him or her when acting on behalf of the School Trust, but excluding expenses in connection with foreign travel.

6.6 No Trustee may:

- a. buy any goods or services from the School Trust;
- b. sell goods, services, or any interest in land to the School Trust;
- c. be employed by, or receive any remuneration from the School Trust (other than the Principal to the extent he or she is a Trustee, whose employment and/or remuneration is subject to the procedure and conditions in Article 6.8); or
- d. receive any other financial benefit from the School Trust;
- e. unless:
  - i. the payment is permitted by Article 6.7 and the Trustees follow the procedure and observe the conditions set out in Article 6.8; or
  - ii. the Trustees obtain the prior written approval of the Charity Commission and fully comply with any procedures it prescribes.

6.7 Subject to Article 6.8, a Trustee may:

- a. receive a benefit from the School Trust in the capacity of a beneficiary of the School Trust;

- b. be employed by the School Trust or enter into a contract for the supply of goods or services to the School Trust, other than for acting as a Trustee;
- c. receive interest on money lent to the School Trust at a reasonable and proper rate not exceeding 2% per annum below the base rate of a clearing bank to be selected by the Trustees, or 0.5%, whichever is the higher; and
- d. receive rent for premises let by the Trustee to the School Trust if the amount of the rent and the other terms of the lease are reasonable and proper,

6.8 The School Trust and its Trustees may only rely upon the authority provided by Article 6.7 if each of the following conditions is satisfied:

- a. the remuneration or other sums paid to the Trustee do not exceed an amount that is reasonable in all the circumstances;
- b. the Trustee is absent from the part of any meeting at which there is discussion of:
  - i. his or her employment, remuneration, or any matter concerning the contract, payment or benefit; or
  - ii. his or her performance in the employment, or his or her performance of the contract; or
  - iii. any proposal to enter into any other contract or arrangement with him or her or to confer any benefit upon him or her that would be permitted under Article 6.7; or
  - iv. any other matter relating to a payment or the conferring of any benefit permitted by Article 6.7;
- c. the Trustee does not vote on any such matter and is not to be counted when calculating whether a quorum of Trustees is present at the meeting;
- d. save in relation to employing or contracting with a Staff Trustee, the other Trustees are satisfied that it is in the interests of the School Trust to employ or to contract with that Trustee rather than with someone who is not a Trustee. In reaching that decision the Trustees must balance the advantage of employing a Trustee against the

disadvantages of doing so (especially the loss of the Trustee's services as a result of dealing with the Trustee's conflict of interest);

- e. the reason for their decision is recorded by the Trustees in the minute book; and
- f. a majority of the Trustees then in office have received no such payments or benefit.

6.8A The provision in Article 6.6 (c) that no Trustee may be employed by or receive any remuneration from the School Trust (other than a Staff Trustee) does not apply to an employee of the School Trust who is subsequently elected or appointed as a Trustee save that this Article shall only allow such a Trustee to receive remuneration or benefit from the School Trust in his capacity as an employee of the School Trust and provided that the procedure as set out in Articles 6.8(b) and 6.8 (c) is followed.

6.9 In Articles 6.2-6.8:

- a. "company" shall include any company in which the School Trust:
  - i. holds more than 50% of the shares; or
  - ii. controls more than 50% of the voting rights attached to the shares; or
  - iii. has the right to appoint one or more directors to the board of the company;
- b. "Trustee" shall include any child, stepchild, parent, grandchild, grandparent, brother, sister or spouse of the Trustee or any person living with the Trustee as his or her partner;
- c. the employment or remuneration of a Trustee includes the engagement or remuneration of any firm or company in which the Trustee is:
  - i. a partner;
  - ii. an employee;
  - iii. a consultant;

- iv. a director;
- v. a member; or
- vi. a shareholder, unless the shares of the company are that of a public company which are listed on a recognised stock exchange and the Trustee holds less than 1% of the issued capital.

7. The liability of the Members of the School Trust is limited.

8. Every Member of the School Trust undertakes to contribute such amount as may be required (not exceeding £10) to the School Trust's assets if it should be wound up while he or she is a Member or within one year after he or she ceases to be a Member, for payment of the School Trust's debts and liabilities before he or she ceases to be a Member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributors among themselves.

9. If the School Trust is wound up or dissolved and after all its debts and liabilities (including any under section 2 of the Academies Act 2010) have been satisfied there remains any property it shall not be paid to or distributed among the Members of the School Trust (except for a Member which is itself a charity fulfilling the criteria set out below), but shall be given or transferred to some other charity or charities having objects similar to the Objects which prohibits the distribution of its or their income and property to an extent at least as great as is imposed on the School Trust by Article 6 above, chosen by the Members of the School Trust at or before the time of dissolution and if that cannot be done then to some other charitable object.

10. Not used.

11. No alteration or addition shall be made to or in the provisions of the Articles which would have the effect (a) that the School Trust would cease to be a company to which section 60 of the Companies Act 2006 applies; or (b) that the School Trust would cease to be a charity.

## **MEMBERS**

12. The Members of the School Trust shall comprise:

- a. BPI (British Recorded Music Industry) Limited
- b. the signatories to the Memorandum; and
- c. any person appointed under Article 15,

provided that at any time the minimum number of Members shall not be less than three.

13. An employee of the School Trust cannot be a Member of the School Trust.

14. Membership will terminate automatically if:

- a. a Member (which is a corporate entity) ceases to exist and is not replaced by a successor institution;
- b. a Member (which is an individual) dies or becomes incapable by reason of illness or injury of managing and administering his or her own affairs; or
- c. a Member becomes insolvent or makes any arrangement or composition with that Member's creditors generally.

15. The Members may agree by passing a special resolution to appoint such additional Members as they think fit.

16. The Members may agree by passing a special resolution to remove any Member(s). The Member whose proposed removal is the subject of the written resolution shall not be entitled to vote on that resolution.

16A. In exercising their rights under these Articles and the Companies Act 2006, the Members shall not do anything or take any action which would cause the School Trust to contravene its Objects.

17. Every person nominated to be a Member of the School Trust shall sign a written consent to become a Member and sign the register of Members on becoming a Member.

18. Any Member may resign provided that after such resignation the number of Members is not less than three. A Member shall cease to be one immediately on the receipt by the School Trust of a notice in writing signed by the person or persons entitled to remove him under Article 16 provided that no such notice shall take effect when the number of Members

is less than three unless it contains or is accompanied by the appointment of a replacement Member.

## **GENERAL MEETINGS**

19. The School Trust shall hold an Annual General Meeting each School Financial Year 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 School Trust and that of the next. Provided that so long as the School Trust holds its first Annual General Meeting within eighteen months of its incorporation, it need not hold it in the year of its incorporation or the following year. The Annual General Meeting shall be held at such time and place as the Trustees shall appoint. All meetings other than the Annual General Meetings shall be called General Meetings.

20. The Trustees may call General Meetings and, on the requisition of Members pursuant to the provisions of the Companies Act 2006, shall forthwith proceed to convene a General Meeting in accordance with that Act. If there are not within the United Kingdom sufficient Trustees to call a General Meeting, any Trustee or any Member of the School Trust may call a General Meeting.

## **NOTICE OF GENERAL MEETINGS**

21. General meetings shall be called by at least fourteen clear days' notice but 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 and together representing not less than 90% of the total voting rights at that meeting.

21A. The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an Annual General Meeting, shall specify the meeting as such. The notice shall also state that the Member is entitled to appoint a proxy. The notice shall be given to all the Members, to the Trustees and auditors.

22. 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**

23. No business shall be transacted at any meeting unless a quorum is present. A Member counts towards the quorum by being present either in person or by proxy. Two persons entitled to vote upon the business to be transacted, each being a Member or a proxy of a Member or a duly authorised representative of a Member organisation shall constitute a quorum.

24. If a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Trustees may determine.

25. The Members present and entitled to vote at the meeting shall elect by ordinary resolution one of their number to be the chair and such election shall be binding on all Members and Trustees present at the meeting.

26. Not used.

27. A Trustee shall, notwithstanding that he is not a Member, be entitled to attend and speak at any General Meeting.

28. The chair may, with the consent of a majority of the Members at a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days' notice shall be given specifying the time, date and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.

29. A resolution put to the vote of the meeting shall be decided on a show of hands unless before, or on the declaration of the result of the show of hands, a poll is duly demanded. Subject to the provisions of the Companies Act 2006, a poll may be demanded:

- a. by the chair; or

- b. by at least two Members having the right to vote at the meeting; or
- c. by a Member or Members representing not less than one-tenth of the total voting rights of all the Members having the right to vote at the meeting.

30. Unless a poll is duly demanded a declaration by the chair that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

31. The demand for a poll may be withdrawn, before the poll is taken, but only with the consent of the chair. The withdrawal of a demand for a poll shall not invalidate the result of a show of hands declared before the demand for the poll was made.

32. A poll shall be taken as the chair directs and he may appoint scrutineers (who need not be Members) and fix a time, date and place for declaring the results. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

33. A poll demanded on the election of the chair or on a question of adjournment shall be taken immediately. A poll demanded on any other question shall be taken either immediately or at such time, date and place as the chair directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent continuance of a meeting for the transaction of any business other than the question on which the poll is demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.

34. No notice need be given of a poll not taken immediately if the time, date and place at which it is to be taken are announced at the meeting at which it is demanded. In other cases at least seven clear days' notice shall be given specifying the time, date and place at which the poll is to be taken.

35. A resolution in writing agreed by such number of Members as required if it had been proposed at a General Meeting shall be as effectual as if it had been passed at a General Meeting duly convened and held provided that a copy of the proposed resolution has been

sent to every Member. The resolution may consist of several instruments in the like form each agreed by one or more Members.

## **VOTES OF MEMBERS**

36. On the show of hands every Member present in person shall have one vote. On a poll every Member present in person or by proxy shall have one vote.

37. Not used.

38. No Member shall be entitled to vote at any General Meeting unless all moneys then payable by him to the School Trust have been paid.

39. No objections shall be raised to the qualification of any person to vote at any General Meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chair whose decision shall be final and conclusive.

40. An instrument appointing a proxy shall be in writing, signed by or on behalf of the appointer and shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Trustees may approve) -

“I/We, ....., of ....., being a Member/Members of the above named School Trust, hereby appoint ..... of ....., or in his absence, ..... of ..... as my/our proxy to attend, speak and vote in my/our name[s] and on my/our behalf at the annual general meeting/ general meeting of the School Trust to be held on .....20[ ], and at any adjournment thereof.

Signed on ..... 20[ ]”

41. Where it is desired to afford Members an opportunity of instructing the proxy how he shall act the instrument appointing a proxy shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Trustees may approve) -

“I/We, ....., of ....., being a Member/Members of the above named School Trust, hereby appoint .... of ....., or in his absence, ..... of ....., as my/our proxy to attend, speak and vote in my/our name[s] and on my/our behalf at the annual

general meeting/ general meeting of the School Trust, to be held on .... 20[ ], and at any adjournment thereof.

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

Resolution No. 1 \*for \* against

Resolution No. 2 \*for \* against.

- Strike out whichever is not desired.

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

Signed on 20[ ]”

42. The instrument appointing a proxy and any authority under which it is signed or a copy of such authority certified by a notary or in some other way approved by the Trustees may:

- a. be deposited at the office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the School Trust in relation to the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or
- b. in the case of a poll taken more than 48 hours after it is demanded, be deposited as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll; or
- c. where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chair or to the Clerk or to any Trustee,

and an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid.

43. A vote given or poll demanded by proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the

School Trust at the office or at such other place at which the instrument of proxy was duly deposited before the commencement of the meeting or adjourned meeting at which the vote given or the poll demanded or (or in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

44. Any organisation which is a Member of the School Trust may by resolution of its board of directors or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the School Trust, and the person so authorised shall be entitled to exercise the same powers on behalf of the organisation which he represents as that organisation could exercise if it were an individual Member of the School Trust.

## **TRUSTEES**

45. The number of Trustees shall be not less than three but (unless otherwise determined by ordinary resolution) shall not be subject to any maximum.

46. Subject to Articles 48-49 and 53, the School Trust shall have the following Trustees:

- a. up to 23 Trustees, appointed under Article 50;
- b. A minimum of two Parent Trustees elected or appointed under Articles 53-56B.

47. The School Trust may also have any Co-opted Trustee appointed under Article 58.

48. The first Trustees shall be those persons named in the statement delivered pursuant to sections 9 and 12 of the Companies Act 2006.

49. Future Trustees shall be appointed or elected, as the case may be, under these Articles. Where it is not possible for such a Trustee to be appointed or elected due to the fact that an School has not yet been established, then the relevant Article or part thereof shall not apply.

## **APPOINTMENT OF TRUSTEES**

50. As set down in Article 46.a, the Members may appoint by ordinary resolution up to 23 Trustees (not to include Parent Trustees).

.50B. The total number of Trustees who are employees of the School Trust shall not exceed one third of the total number of Trustees.

51. Not used.

52. Not used.

## **PARENT TRUSTEES**

53. Subject to Article 56A, the Parent Trustees shall be elected by parents and individuals exercising parental responsibility of registered students at the School. A Parent Trustee must be a parent, or an individual exercising parental responsibility, of a registered student at the School at the time when he or she is elected.

54. The Board of Trustees shall make all necessary arrangements for, and determine all other matters relating to, an election of Parent Trustees, including any question of whether a person is a parent, or an individual exercising parental responsibility, of a registered student at the School. Any election of Parent Trustees which is contested shall be held by secret ballot.

55. The arrangements made for the election of a Parent Trustee shall provide for every person who is entitled to vote in the election to have an opportunity to do so online, by post or, if he or she prefers, by having his or her ballot paper returned to the School Trust by a registered student at the School.

56. Where a vacancy for a Parent Trustee is required to be filled by election, the Board of Trustees shall take such steps as are reasonably practical to secure that every person who is known to them to be a parent, or an individual exercising parental responsibility, of a registered student at the School is informed of the vacancy and that it is required to be filled by election, informed that he is entitled to stand as a candidate, and vote at the election, and given an opportunity to do so.

56A. The number of Parent Trustees required shall be made up by Parent Trustees appointed by the Board of Trustees if the number of parents standing for election is less than the number of vacancies.

56B. In appointing a Parent Trustee the Board of Trustees shall appoint a person who is the parent, or an individual exercising parental responsibility, of a registered student at the School; or where it is not reasonably practical to do so, a person who is the parent of a child of compulsory school age.

## **CO-OPTED TRUSTEES**

57. The Trustees may appoint Co-opted Trustees. A 'Co-opted Trustee' means a person who is appointed to be a Trustee by being Co-opted by Trustees who have not themselves been so appointed. The Trustees may not co-opt an employee of the School Trust as a Co-opted Trustee if thereby the number of Trustees who are employees of the School Trust would exceed one third of the total number of Trustees

58 – 63. Not used.

## **TERM OF OFFICE**

64. The term of office for any Trustee shall be three years, save that no Parent Trustee may remain as such any later than the 31 October following their child having ceased to be a registered student of the School. Subject to remaining eligible to be a particular type of Trustee, any Trustee may be re-appointed or re-elected at an Annual General Meeting.

## **RESIGNATION AND REMOVAL**

65. A Trustee shall cease to hold office if he resigns his office by notice to the School Trust (but only if at least three Trustees will remain in office when the notice of resignation is to take effect).

66. A Trustee shall cease to hold office if he is removed by the person or persons who appointed or elected him, or otherwise by ordinary resolution of the Members in accordance with the Companies Act 2006.

67. Where a Trustee resigns his office or is removed from office, the Trustee or, where he is removed from office, those removing him, shall give written notice thereof to the Clerk.

## **SUSPENSION**

67A. The board of Trustees may by resolution passed at a meeting of the Trustees suspend a Trustee for all or any meetings of the School Trust, or of a committee, for a fixed period of up to 6 months where the Trustee has acted in a way that is inconsistent with the professional ethos of the board of Trustees (which shall include a failure to undertake training appropriate to their role, whether or not directed to do so by the board of Trustees) and has brought or is likely to bring the School Trust, or the office of the Trustee into disrepute.

67B. A resolution to suspend a Trustee from office does not have effect unless the matter is specified as an item of business on the agenda for the meeting.

67C. Before a vote is taken on a resolution to suspend a Trustee, the Trustee proposing the resolution must at the meeting state the reasons for doing so. In addition the Trustee who is the subject of the resolution must be given the opportunity to make a statement in response before withdrawing from the meeting.

67D. Nothing in Articles 67A-C may be read as affecting the right of a Trustee who has been suspended to receive notices of, and agendas and reports or other papers for, meetings of the board of Trustees during the period of their suspension.

67E. A Trustee may not be disqualified from continuing to hold office for failure to attend any meeting of the board of Trustees under Article 70 while suspended under Article 67A.

## **DISQUALIFICATION OF TRUSTEES**

68. No person shall be qualified to be a Trustee unless he is aged 18 or over at the date of his election or appointment. No current student of the School shall be a Trustee.

69. A Trustee shall cease to hold office if he becomes incapable by reason of illness or injury of managing or administering his own affairs.

70. A Trustee shall cease to hold office if he is absent without the permission of the Trustees from all their meetings held within a period of six months and the Trustees resolve that his office be vacated.

71. A person shall be disqualified from holding or continuing to hold office as a Trustee if

a. he has been declared bankrupt and/or his estate has been seized from his possession for the benefit of his creditors and the declaration or seizure has not been discharged, annulled or reduced; or

b. he is the subject of a bankruptcy restrictions order or an interim order.

72. A person shall be disqualified from holding or continuing to hold office as a Trustee at any time when he is subject to a disqualification order or a disqualification undertaking under the Company Directors Disqualification Act 1986 or to an order made under section



429(2)(b) of the Insolvency Act 1986 (failure to pay under county court administration order).

73. A Trustee shall cease to hold office if he ceases to be a Trustee by virtue of any provision in the Companies Act 2006, is disqualified from acting as a trustee by virtue of section 178 of the Charities Act 2011 (or any statutory re-enactment or modification of that provision) or is otherwise found to be unsuitable by the Secretary of State under the provisions of the Funding Agreement.

74. A person shall be disqualified from holding or continuing to hold office as a Trustee if he has been removed from the office of charity trustee or trustee for a charity by an order made by the Charity Commission or the High Court on the grounds of any misconduct or mismanagement in the administration of the charity for which he was responsible or to which he was privy, or which he by his conduct contributed to or facilitated.

75. Not used.

76. Not used.

77. A person shall be disqualified from holding or continuing to hold office as a Trustee where he has, at any time, been convicted of any criminal offence, excluding any that have been spent under the Rehabilitation of Offenders Act 1974 as amended, and excluding any offence for which the maximum sentence is a fine or a lesser sentence except where a person has been convicted of any offence which falls under section 178 of the Charities Act 2011.

78. A person shall be disqualified from holding or continuing to hold office as a Trustee if he has not provided to the chair of the Trustees a criminal records certificate at an enhanced disclosure level under section 113B of the Police Act 1997. In the event that the certificate discloses any information which would in the opinion of either the chair or the Principal confirm their unsuitability to work with children that person shall be disqualified. If a dispute arises as to whether a person shall be disqualified, a referral shall be made to the Secretary of State to determine the matter. The determination of the Secretary of State shall be final.

79. Where, by virtue of these Articles a person becomes disqualified from holding, or continuing to hold office as a Trustee; and he is, or is proposed, to become such a Trustee,

he shall upon becoming so disqualified give written notice of that fact to the Clerk.

80. Articles 68 to 74, Articles 77 to 79 and Articles 97 to 98 also apply to any member of any committee or delegate of the Trustees who is not a Trustee.

### **CLERK TO THE TRUSTEES**

81. The Clerk shall be appointed by the Trustees for such term, at such remuneration and upon such conditions as they may think fit; and any Clerk so appointed may be removed by them. The Clerk shall not be a Trustee or the Principal. Notwithstanding this Article, the Trustees may, where the Clerk fails to attend a meeting of theirs, appoint any one of their number or any other person to act as Clerk for the purposes of that meeting. The Clerk may, but need not be, the appointed company secretary of the School Trust.

### **CHAIR AND VICE-CHAIR OF THE TRUSTEES**

82. The Trustees shall each school year elect a chair and may elect a vice-chair from among their number. A Trustee who is employed by the School Trust shall not be eligible for election as chair or vice-chair.

83. Subject to Article 84, the chair or vice-chair shall hold office as such until his successor has been elected in accordance with Article 85.

84. The chair or vice-chair may at any time resign his office by giving notice in writing to the Clerk. The chair or vice-chair shall cease to hold office if:

- a. he ceases to be a Trustee;
- b. he is employed by the School Trust;
- c. he is removed from office in accordance with these Articles; or
- d. in the case of the vice-chair, he is elected in accordance with these Articles to fill a vacancy in the office of chair.

85. Where by reason of any of the matters referred to in Article 84, a vacancy arises in the office of chair or vice-chair, the Trustees shall at their next meeting elect one of their number to fill that vacancy.

86. Where the chair is absent from any meeting or there is at the time a vacancy in the

office of the chair, the vice-chair (if appointed) shall act as the chair for the purposes of the meeting or, in the absence of a vice-chair, the Trustees may elect a chair from among their number for the purposes of that meeting.

87-89. Not used.

90. The Trustees may remove the chair or vice-chair from office in accordance with these Articles.

91. A resolution to remove the chair or vice-chair from office which is passed at a meeting of the Trustees shall not have effect unless:

- a. it is confirmed by a resolution passed at a second meeting of the Trustees held not less than fourteen days after the first meeting; and
- b. the matter of the chair's or vice-chair's removal from office is specified as an item of business on the agenda for each of those meetings.

92. Before the Trustees resolve at the relevant meeting on whether to confirm the resolution to remove the chair or vice-chair from office, the Trustee or Trustees proposing his removal shall at that meeting state their reasons for doing so and the chair or vice-chair shall be given an opportunity to make a statement in response.

## **POWERS OF TRUSTEES**

93. Subject to provisions of the Companies Act 2006, the Articles and to any directions given by special resolution, the business of the School Trust shall be managed by the Trustees who may exercise all the powers of the School Trust. No alteration of the Articles and no such direction shall invalidate any prior act of the Trustees which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this Article shall not be limited by any special power given to the Trustees by the Articles and a meeting of Trustees at which a quorum is present may exercise all the powers exercisable by the Trustees.

94. In addition to all powers hereby expressly conferred upon them and without detracting from the generality of their powers under the Articles the Trustees shall have the following powers, namely:

- a. to expend the funds of the School Trust in such manner as they shall consider most beneficial for the achievement of the Objects and to invest in the name of the School Trust such part of the funds as they may see fit and to direct the sale or transposition of any such investments and to expend the proceeds of any such sale in furtherance of the Objects; and
- b. to enter into contracts on behalf of the School Trust.

95. In the exercise of their powers and functions, the Trustees may consider any advice given by the Principal and any other executive officer.

96. Any bank account in which any money of the School Trust is deposited shall be operated by the Trustees in the name of the School Trust. All cheques and orders for the payment of money from such an account shall be signed by at least two signatories authorised by the Trustees.

## **CONFLICTS OF INTEREST**

97. Any Trustee who has or can have any direct or indirect duty or personal interest (including but not limited to any Personal Financial Interest) which conflicts or may conflict with his duties as a Trustee shall disclose that fact to the Trustees as soon as he becomes aware of it. A Trustee must absent himself from any discussions of the Trustees in which it is possible that a conflict will arise between his duty to act solely in the interests of the School Trust and any duty or personal interest (including but not limited to any Personal Financial Interest).

98. For the purpose of Article 97, a Trustee has a **Personal Financial Interest** in the employment or remuneration of, or the provision of any other benefit to, that Trustee as permitted by and as defined by Articles 6.5-6.8A.

98A. For the purpose of Article 97, a Trustee who is also an employee of the School may be deemed to have a **Personal Financial Interest** in the employment or remuneration of other employees and so may be asked by the chair to absent himself from any discussions of the Trustees involving these matters, in which case the Trustees involved will absent themselves.

## **THE MINUTES**

99. The minutes of the proceedings of a meeting of the Trustees shall be drawn up and entered into a book kept for the purpose by the person acting as Clerk for the purposes of the meeting; and shall be signed (subject to the approval of the Trustees) at the same or next subsequent meeting by the person acting as chair thereof.

## **COMMITTEES**

100. Subject to these Articles, the Trustees:

a. Not used.

b. may establish any committee they determine necessary.

101. Subject to these Articles, the constitution, membership and proceedings of any committee shall be determined by the Trustees. The establishment, terms of reference, constitution and membership of any committee of the Trustees shall be reviewed at least once in every twelve months. The membership of any committee of the Trustees may include persons who are not Trustees, provided that a majority of members of any such committee shall be Trustees. No vote on any matter shall be taken at a meeting of a committee of the Trustees unless the majority of members of the committee present are Trustees.

101a. Not used.

102. Not used.

103. Not used.

104. The functions, duties and proceedings of committees shall be subject to regulations made by the Trustees from time to time.

## **DELEGATION**

105. The Trustees may delegate any of their powers or functions (including the power to sub-delegate) to any Trustee, Committee of Trustees or any other holder of an executive office. Any such delegation shall be made in writing and subject to any conditions the Trustees may impose, and may be revoked or altered.

105A. A Trustee, committee, the Principal or any other holder of an executive office to whom a power or function of the Trustees is delegated under Article 105 may further sub-delegate those powers or functions (or any of them) to a further person. Where any power or function of the Trustees is sub-delegated by any person to whom it has been delegated, that person must inform the Trustees as soon as reasonably practicable which powers and functions have been further delegated and to whom, and any such sub-delegation shall be made subject to any conditions the Trustees may impose, and may be revoked or altered by the Trustees.

106. Where any power or function of the Trustees has been exercised by any committee, any Trustee, the Principal, any other holder of an executive office, or a person to whom a power or function has been sub-delegated under Article 105A, that person or committee shall report to the Trustees in respect of any action taken or decision made with respect to the exercise of that power or function at the meeting of the Trustees immediately following the taking of the action or the making of the decision.

## **PRINCIPAL**

107. The Trustees shall appoint the Principal of the School. The Trustees may delegate such powers and functions as they consider are required by the Principal for the internal organisation, management and control of the School (including the implementation of all policies approved by the Trustees and for the direction of the teaching and curriculum at the School).

107A. The Principal shall have direct access to the Trustees and shall have the right to submit items for the agenda of all meetings of the Trustees, or of any Committees of the Trustees, and shall have the right to attend and speak at all such meetings, but may on being given reasonable notice be required to withdraw from a meeting of the Trustees for such good reasons as they may decide.

## **MEETINGS OF THE TRUSTEES**

108. Subject to these Articles, the Trustees may regulate their proceedings as they think fit.

109. The Trustees shall hold at least three meetings in every school year. Meetings of the Trustees shall be convened by the Clerk. In exercising his functions under this Article the

Clerk shall comply with any direction:

- a. given by the Trustees; or
- b. given by the chair of the Trustees or, in his absence or where there is a vacancy in the office of chair, the vice-chair of the Trustees, so far as such direction is not inconsistent with any direction given as mentioned in (a).

110. Any three Trustees may, by notice in writing given to the Clerk, requisition a meeting of the Trustees; and it shall be the duty of the Clerk to convene such a meeting as soon as is reasonably practicable.

111. Each Trustee shall be given at least seven clear days before the date of a meeting:

- a. notice in writing thereof, signed by the Clerk, and sent to each Trustee at the address provided by each Trustee from time to time; and
- b. a copy of the agenda for the meeting;

provided that where the chair or, in his absence or where there is a vacancy in the office of chair, the vice-chair, so determines on the ground that there are matters demanding urgent consideration, it shall be sufficient if the written notice of a meeting, and the copy of the agenda thereof are given within such shorter period as he directs.

112. The convening of a meeting and the proceedings conducted thereat shall not be invalidated by reason of any individual not having received written notice of the meeting or a copy of the agenda thereof.

113. A resolution to rescind or vary a resolution carried at a previous meeting of the Trustees shall not be proposed at a meeting of the Trustees unless the consideration of the rescission or variation of the previous resolution is a specific item of business on the agenda for that meeting.

114. A meeting of the Trustees shall be terminated forthwith if:

- a. the Trustees so resolve; or
- b. the number of Trustees present ceases to constitute a quorum for a meeting of the Trustees in accordance with Article 117, subject to Article 119 .

115. Where in accordance with Article 114 a meeting is not held or is terminated before all the matters specified as items of business on the agenda for the meeting have been disposed of, a further meeting shall be convened by the Clerk as soon as is reasonably practicable, but in any event within seven days of the date on which the meeting was originally to be held or was so terminated.

116. Where the Trustees resolve in accordance with Article 114 to adjourn a meeting before all the items of business on the agenda have been disposed of, the Trustees shall before doing so determine the time and date at which a further meeting is to be held for the purposes of completing the consideration of those items, and they shall direct the Clerk to convene a meeting accordingly.

117. Subject to Article 119, the quorum for a meeting of the Trustees, and any vote on any matter thereat, shall be any three Trustees, or where greater, any one third (rounded up to a whole number) of the total number of Trustees holding office at the date of the meeting, who are in each case present at the meeting and entitled to vote on the matters to be resolved.

118. The Trustees may act notwithstanding any vacancies in their number, but, if the numbers of Trustees is less than the number fixed as the quorum, the continuing Trustees may act only for the purpose of filling vacancies or of calling a General Meeting.

119. The quorum for the purposes of:

- a. any vote on the removal of a Trustee in accordance with Article 66; and
- b. any vote on the removal of the chair of the Trustees in accordance with Article 90;

shall be any two-thirds (rounded up to a whole number) of the persons who are at the time Trustees present at the meeting and entitled to vote on those respective matters.

120. Subject to these Articles, every question to be decided at a meeting of the Trustees shall be determined by a majority of the votes of the Trustees present and voting on the question. Every Trustee shall have one vote.

121. Subject to Articles 117-119, where there is an equal division of votes, the chair of the meeting shall have a casting vote in addition to any other vote he may have.



122. The proceedings of the Trustees shall not be invalidated by:

- a. any vacancy among their number; or
- b. any defect in the election, appointment or nomination of any Trustee.

123. A resolution in writing, signed by all the Trustees entitled to receive notice of a meeting of Trustees or of a committee of Trustees, shall be valid and effective as if it had been passed at a meeting of Trustees or (as the case may be) a committee of Trustees duly convened and held. Such a resolution may consist of several documents in the same form, each signed by one or more of the Trustees.

124. Subject to Article 125, the Trustees shall ensure that a copy of:

- a. the agenda for every meeting of the Trustees;
- b. the draft minutes of every such meeting, if they have been approved by the person acting as chair of that meeting;
- c. the signed minutes of every such meeting; and
- d. any report, document or other paper considered at any such meeting,

are, as soon as is reasonably practicable, made available at the School to persons wishing to inspect them.

125. There may be excluded from any item required to be made available in pursuance of Article 124, any material relating to:

- a. a named teacher or other person employed, or proposed to be employed, at the School;
- b. a named student at, or candidate for admission or referral to, the School; and
- c. any matter which, by reason of its nature, the Trustees are satisfied should remain confidential.

126. Any Trustee shall be able to participate in meetings of the Trustees by telephone or video conference provided that:

- a. he has given notice of his intention to do so detailing the telephone number on

which he can be reached and/or appropriate details of the video conference suite from which he shall be taking part at the time of the meeting at least 48 hours before the meeting; and

- b. the Trustees have access to the appropriate equipment if after all reasonable efforts it does not prove possible for the person to participate by telephone or video conference the meeting may still proceed with its business provided it is otherwise quorate.

## **PATRONS AND HONORARY OFFICERS**

127. The Trustees may from time to time appoint any person whether or not a Member of the School Trust to be a patron of the School Trust or to hold any honorary office and may determine for what period he is to hold such office. Any patron or honorary appointment made by the Trustees will be entirely without powers and duties to control, give any direction or instructions to the Board of Trustees with regards to the management or administration of the School Trust. Any person appointed pursuant to this article will have no right, duties or responsibilities in the governance of the School Trust except those of an honorific or ambassadorial nature.

## **THE SEAL**

128. The seal, if any, shall only be used by the authority of the Trustees or of a committee of Trustees authorised by the Trustees. The Trustees may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Trustee and by the Clerk or by a second Trustee.

## **ACCOUNTS**

129. Accounts shall be prepared in accordance with the relevant statement of recommended practice published by the Charity Commission from time to time (the “**Statement of Recommended Practice**”) as if the School Trust was a non-exempt charity and Parts 15 and 16 of the Companies Act 2006 and shall file these with the Secretary of State and the Principal Regulator by 31 December each School Financial Year.

## **ANNUAL REPORT**

130. The Trustees shall prepare its Annual Report in accordance with the Statement of

Recommended Practice as if the School Trust was a non-exempt charity and shall file these with the Secretary of State and the Principal Regulator by 31 December each School Financial Year.

## **ANNUAL RETURN**

131. The Trustees shall comply with their obligations under Part 24 of the Companies Act 2006 (or any statutory re-enactment or modification of that Act) with regard to the preparation of an annual return to the Registrar of Companies and in accordance with the Statement of Recommended Practice as if the School Trust was a non-exempt charity and to the Secretary of State and the Principal Regulator by 31 December each School Financial Year.

## **NOTICES**

132. Any notice to be given to or by any person pursuant to the Articles (other than a notice calling a meeting of the Trustees) shall be in writing or shall be given using electronic communications to an address for the time being notified for that purpose to the person giving the notice. In these Articles, "Address" in relation to electronic communications, includes a number or address used for the purposes of such communications.

133. A notice may be given by the School Trust to a Member either personally or by sending it by post in a prepaid envelope addressed to the Member at his registered address or by leaving it at that address or by giving it using electronic communications to an address for the time being notified to the School Trust by the Member. A Member whose registered address is not within the United Kingdom and who gives to the School Trust an address within the United Kingdom at which notices may be given to him, or an address to which notices may be sent using electronic communications, shall be entitled to have notices given to him at that address, but otherwise no such Member shall be entitled to receive any notice from the School Trust.

134. A Member present, either in person or by proxy, at any meeting of the School Trust shall be deemed to have received notice of the meeting and, where necessary, of the purposes for which it was called.

135. Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. Proof that a notice contained

in an electronic communication was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of 48 hours after the envelope containing it was posted or, in the case of a notice contained in an electronic communication, at the expiration of 48 hours after the time it was sent.

## **INDEMNITY**

136. Subject to the provisions of the Companies Act 2006 and Article 6.3 every Trustee or other officer or auditor of the School Trust shall be indemnified out of the assets of the School Trust against any liability incurred by him in that capacity in defending any proceedings, whether civil or criminal, in which judgment is given in favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the School Trust.

## **RULES**

137. The Trustees may from time to time make such rules or bye laws as they may deem necessary or expedient or convenient for the proper conduct and management of the School Trust and for purposes of prescribing classes of and conditions of membership, and in particular but without prejudice to the generality of the foregoing, they may by such rules or bye laws regulate:

- a. the admission and classification of Members of the School Trust (including the admission of organisations to membership) and the rights and privileges of such Members, and the conditions of membership and the terms on which Members may resign or have their membership terminated and the entrance fees, subscriptions and other fees or payments to be made by Members;
- b. the conduct of Members of the School Trust in relation to one another, and to the School Trust's servants;
- c. the setting aside of the whole or any part or parts of the School Trust's premises at any particular time or times or for any particular purpose or purposes;

- d. the procedure at General Meetings and meetings of the Trustees and committees of the Trustees in so far as such procedure is not regulated by the Articles; and
- e. generally, all such matters as are commonly the subject matter of company rules.

138. The School Trust in general meeting shall have power to alter, add or to repeal the rules or bye laws and the Trustees shall adopt such means as they think sufficient to bring to the notice of Members of the School Trust all such rules or bye laws, which shall be binding on all Members of the School Trust. Provided that no rule or bye law shall be inconsistent with, or shall affect or repeal anything contained in the Articles.

### **AVOIDING INFLUENCED COMPANY STATUS**

139. Notwithstanding the number of Members from time to time, the maximum aggregate number of votes exercisable by Local Authority Associated Persons shall never exceed 19.9% of the total number of votes exercisable by Members in general meeting and the votes of the other Members having a right to vote at the meeting will be increased on a pro-rata basis.

140. No person who is a Local Authority Associated Person may be appointed or elected as a Trustee if, once the appointment or election had taken effect, the number of Trustees who are Local Authority Associated Persons would represent 20% or more of the total number of Trustees. Upon any resolution put to the Trustees, the maximum aggregate number of votes exercisable by any Trustees who are Local Authority Associated Persons shall represent a maximum of 19.9% of the total number of votes cast by the Trustees on such a resolution and the votes of the other Trustees having a right to vote at the meeting will be increased on a pro-rata basis.

141. No person who is a Local Authority Associated Person is eligible to be appointed or elected to the office of Trustee unless his appointment or election to such office is authorised by the local authority to which he is associated.

142. If at the time of either his becoming a Member of the School Trust or his first appointment or election to office as a Trustee any Member or Trustee was not a Local Authority Associated Person but later becomes so during his membership or tenure as a

Trustee he shall be deemed to have immediately resigned his membership and/or resigned from his office as a Trustee as the case may be.

143. If at any time the number of Trustees or Members who are also Local Authority Associated Persons would (but for Articles 139 to 142 inclusive) represent 20% or more of the total number of Trustees or Members (as the case may be) then a sufficient number of the Trustees or Members (as the case may be) who are Local Authority Associated Persons shall be deemed to have resigned as Trustees or Members (as the case may be) immediately before the occurrence of such an event to ensure that at all times the number of such Trustees or Members (as the case may be) is never equal to or greater than 20% of the total number of Trustees or Members (as the case may be). Trustees or Members (as the case may be) who are Local Authority Associated Persons shall be deemed to have resigned in order of their appointment or election date the most recently appointed or elected resigning first.

144. The Members will each notify the School Trust and each other if at any time they believe that the School Trust or any of its subsidiaries has become subject to the influence of a local authority (as described in section 69 of the Local Government and Housing Act) 1989.

THE COMPANIES ACT 2006  
& COMPANIES (REGISTRATION) REGULATIONS 2008 (SI 2008/3014)

A COMPANY LIMITED BY GUARANTEE

MEMORANDUM OF ASSOCIATION

OF

THE BRIT SCHOOL LIMITED

THE COMPANIES ACT 2006  
& COMPANIES (REGISTRATION) REGULATIONS 2008 (SI 2008/3014)

SCHEDULE 2

A COMPANY LIMITED BY GUARANTEE

Regulation 2(b)

MEMORANDUM OF ASSOCIATION OF

THE BRIT SCHOOL LIMITED

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.

THE BRITISH PHONOGRAPHIC INDUSTRY LIMITED

Roxburghe House  
273/287 Regent Street  
London W1R 7PB  
Limited company

PETER NICHOLAS JAMIESON

55 Felden Street  
Fulham  
London SW6 5AE  
Company Director

MAURICE LOUIS OBERSTEIN

10 Howley Place  
London W2 1XA  
Company Director

CYRIL JULIAN HEBDEN TAYLOR

1 Lexham Walk  
London W8 5JD  
Company Director