

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

OF

THE RGSW AND AOS FOUNDATION



Stallard March & Edwards LLP

CONTENTS

CLAUSE

1.	Interpretation.....	1
2.	Objects	3
3.	Powers.....	4
4.	Application of income and property	7
5.	Benefits and payments to Trustees and Connected Persons	7
6.	Winding up	10
7.	Liability of members.....	10
8.	Members	10
9.	Termination of membership	11
10.	General meetings of members.....	11
11.	Written resolutions	12
12.	Trustees.....	13
13.	Powers of Trustees	13
14.	Appointment of Trustees	13
15.	Retirement of Trustees	14
16.	Disqualification and removal of Trustees.....	14
17.	Proceedings of Trustees	15
18.	Calling a directors' meeting.....	15
19.	Participation in Trustees' meetings	16
20.	Quorum for Trustees' meetings	16
21.	Chairing Trustees' meetings	16
22.	Decision-making by Trustees.....	17
23.	Unanimous decisions by Trustees	17
24.	Delegation by Trustees.....	17
25.	Conflicts of interests.....	18
26.	Secretary	18
27.	Change of company name.....	19
28.	Minutes	19
29.	Seal	19
30.	Records and accounts	20
31.	Communications	20
32.	Irregularities	20
33.	Indemnity	20

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1. INTERPRETATION

1.1 In these Articles, unless the context otherwise requires:

Act: means the Companies Act 2006.

Articles: means the Charity's articles of association for the time being in force.

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

Charities Act: means the Charities Act 2011.

Charity: means The RGSW and AOS Foundation, which is a charitable company regulated by the Articles.

Charity Commission: means the Charity Commission for England and Wales.

Circulation Date: in relation to a written resolution, has the meaning given to it in the Act.

Clear Days: in relation to a period of notice means a period of days not including the day on which notice was given or deemed to be given and the day for which it is given or on which it is to take effect.

Connected Person: means any person falling within one of the following categories:

- (a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a Trustee; or
- (b) the spouse or civil partner of any person in (a); or

- (c) any person who carries on business in partnership with a Trustee or with any person in (a) or (b); or
- (d) an institution which is controlled by either a Trustee, any person in (a), (b) or (c), or a Trustee and any person in (a), (b) or (c), taken together;
- (e) a corporate body in which a Trustee or any person in (a), (b) or (c) has a substantial interest, or two or more such persons, taken together, have a substantial interest.

Sections 350 to 352 of the Charities Act apply for the purposes of interpreting the terms used in this article.

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

electronic form and electronic means: have the meaning given to such terms in section 1168 of the Act.

Financial Expert: means a person who is reasonably believed by the Trustees to be qualified to give advice on investments by reason of his or her ability in and practical experience of financial and other matters relating to investments.

Member: means a person who is a subscriber to the Memorandum or who is admitted to membership in accordance with the Articles.

Model Articles: means the model articles for private companies limited by guarantee contained in Schedule 2 to the Companies (Model Articles) Regulations 2008.

Objects: means the objects of the Charity as stated in article 2.

Schools: means the schools currently owned and managed by the Schools Charity (known as RGS Worcester, RGS Springfield and RGS The Grange) and each school which the Schools Charity may at any time in the future found, acquire, own or manage (the **Original Charity Schools**); and any school which may merge with any of the Original Charity Schools or into which it may merge or which may take over a substantial part of its pupils. In this definition **school** includes a college or any other form of educational establishment or educational body in each case providing education primarily for pupils under the age of 21.

Schools Charity: means The Royal Grammar School Worcester a company limited by guarantee number 6251081 registered charity number 1120644 (the **Original Charity**) or any charity which may be merged with the Original Charity or into which the Original Charity may merge; and (except in the definition of Schools) any charity which for the time being owns or manages any of the Schools; and any charity which substantially succeeds to all or a substantial part of the charitable activities for the time being of the Original Charity; or if there is otherwise no Schools Charity at any time, another charity selected by the Trustees that has objects similar to the Original Charity and which benefits the public in Worcestershire (or any part of it).

Special Resolution: has the meaning given in section 283 of the Act.

Trustee: means a director of the Charity. The Trustees are charity trustees as defined in the Charities Act and directors for the purposes of the Act.

United Kingdom: means Great Britain and Northern Ireland.

writing: means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

- 1.2 Unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.
- 1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.4 A reference in these Articles to an **article** is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.5 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:
- (a) any subordinate legislation from time to time made under it; and
 - (b) any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.6 Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.7 The Model Articles shall not apply to the Charity.

2. OBJECTS

- 2.1 The Charity's objects are restricted specifically, in each case only for the public benefit, to:
- (a) advancing the education of the pupils at the Schools by:
 - (i) providing and assisting in the provision of facilities and resources (including premises, equipment and services) for education at the Schools;
 - (ii) awarding to pupils at the Schools (or for their benefit) bursaries, scholarships, maintenance allowances or grants, or making loans to pupils or for their benefit, or providing pupils with books, equipment or clothing for the purposes of their education;
 - (iii) providing any part of their education (including the study of music or other arts or social or physical education);
 - (iv) assisting them to undertake travel in furtherance of their education;

- (v) helping them to prepare for entry into any other educational establishment or into any occupation, trade or profession on leaving the Schools;
 - (vi) developing their mental, physical and moral capabilities through leisure time activities.
- (b) advancing the education of persons who are educated by or with the support of the Schools Charity by supporting the charitable objects of the Schools Charity, by:
- (i) making grants or loans or otherwise providing financial support to the Schools Charity for its general charitable purposes or for specific charitable purposes;
 - (ii) doing in relation to the Schools Charity and its charity beneficiaries any of the things which are permitted in relation to the Schools and their pupils by article 2.1(a);
- (c) in connection with the Schools or the Schools Charity, promoting the education of people under the age of 25 years in the county of Worcestershire in such ways as the Trustees think fit, including by:
- (i) enabling them to have access to and to make use of educational facilities and resources of the Schools or of the Schools Charity; or
 - (ii) attending the Schools.

2.2 In article 2.1 **education** includes:

- (a) the study of music or other arts;
- (b) social and physical education;
- (c) developing mental, physical and moral capabilities through leisure time activities;

in each case ancillary to or at the same time as general education whether or not such general education is provided by or through the Schools, the Schools Charity or the Charity, but in each case provided that the promotion of such education is charitable in law and for the public benefit.

2.3 In deciding whether any activity is for the public benefit, the Trustees shall have regard to any statutory guidance on public benefit for the time being published by the Charity Commission.

3. **POWERS**

In pursuance of the Objects, but not further or otherwise, the Charity has the power to:

- (a) accept (or disclaim) any gift of money, legacy or other property;
- (b) raise funds by way of subscription, donation or otherwise;

- (c) trade in the course of carrying out the Objects and carry out any other trade which is not expected to give rise to taxable profits;
- (d) establish or purchase companies to carry on any trade;
- (e) sell, lease or otherwise dispose of all or any part of the Charity's real or personal property and any and all rights of the Charity, subject to such consents as may be required by law;
- (f) borrow or raise money and to give security for money borrowed or grants or other obligations by mortgage, charge, lien or other security on the Charity's property and assets, subject to such consents as may be required by law;
- (g) lend and give credit to, take security for such loans or credit and enter into guarantees or give security for the performance of contracts by any person or company;
- (h) buy, lease, hire or otherwise acquire and deal with any real or personal property and any rights or privileges of any kind over or in respect of any real or personal property and maintain, alter, improve, manage, develop, construct, repair or equip it for use;
- (i) set aside funds for particular purposes or as reserves against future expenditure;
- (j) deposit or invest funds with all the powers of a beneficial owner, but to invest only after obtaining advice from a Financial Expert, having regard to the suitability of investments and the need for diversification;
- (k) delegate the management of investments to a Financial Expert, but only on terms that:
 - (i) the Charity's investment policy is set down in writing by the Trustees for the Financial Expert;
 - (ii) all transactions are reported promptly and regularly to the Trustees;
 - (iii) investment performance is reviewed regularly with the Trustees;
 - (iv) the delegation arrangement may be cancelled by the Trustees at any time;
 - (v) a review of the investment policy and the delegation arrangement shall be carried out at least annually;
 - (vi) all payments due to the Financial Expert fall within a scale or a level which is agreed in advance and are notified promptly to the Trustees on receipt;
 - (vii) the Financial Expert must not do anything outside the powers of the Charity;
- (l) arrange for the investments or other property of the Charity to be held in the name of a nominee (meaning a corporate body registered or having an established place of business in the United Kingdom) which is either under the

control of the Trustees or of a Financial Expert acting on their instructions, and to pay any reasonable fee required;

- (m) co-operate with other bodies and to exchange information and advice with them;
- (n) establish or support or aid in the establishment and support of any organisation formed for objects similar to any or all of the Objects;
- (o) enter into partnership or other arrangement with any other body with objects similar to any or all of the Objects;
- (p) acquire, amalgamate or merge with, or undertake all or any of the property, liabilities and engagements of any body with objects similar to any or all of the Objects;
- (q) enter into contracts to provide services to or on behalf of other bodies;
- (r) provide or procure the provision of advice;
- (s) publish and distribute books, pamphlets, reports, leaflets, journals, films, tapes, instructional matter and any other form of information in or on any media;
- (t) promote, undertake and commission research, surveys, studies or other work and to disseminate the useful results;
- (u) subject to article 4.2:
 - (i) employ and remunerate any person or persons as necessary for the proper pursuit of the Objects; and
 - (ii) make reasonable provision for the payment of pensions for employees and their dependents;
- (v) take out such insurance policies as are necessary to protect the Charity;
- (w) provide indemnity insurance for the Trustees or any other officer of the Charity in accordance with and subject to the conditions in section 189 of the Charities Act;
- (x) open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- (y) alone or with other organisations, seek to influence public opinion and make representations to and seek to influence governmental and other bodies and institutions regarding the reform, development and implementation of appropriate policies, legislation and regulations, provided that all such activities are confined to those permitted by law;
- (z) organise and assist in the provision of conferences, courses of instruction, exhibitions, lectures and other educational activities;
- (aa) provide and assist in the provision of money, materials or other aid;
- (bb) act as trustee and to undertake and execute charitable trusts;

- (cc) amalgamate or merge with or acquire or undertake all or any of the property, liabilities and engagements of the Schools Charity or any body having objects similar to the Objects;
- (dd) pay out of the funds of the Charity the costs incurred in connection with the formation and registration of the Charity as a company and as a charity; and
- (ee) do anything lawful which is calculated to further the Objects or is conducive or incidental to doing so.

4. APPLICATION OF INCOME AND PROPERTY

4.1 The income and property of the Charity shall only be applied to promote the Objects.

4.2 Except as provided below, no part of the income or property of the Charity may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any Member of the Charity. This shall not prevent any payment in good faith by the Charity of:

- (a) a benefit to any Member in the capacity of a beneficiary of the Charity;
- (b) a benefit to or for the benefit of a child, close relative or dependant of any Member who is a beneficiary of the Charity, or payment of such a benefit to the Member on behalf of such a beneficiary;
- (c) reasonable and proper remuneration to any Member for any goods or services supplied to the Charity, provided that article 5 applies if such a Member is a Trustee;
- (d) interest on money lent by a Member to the Charity at a reasonable and proper rate;
- (e) reasonable and proper rent for premises demised or let by a Member to the Charity; and
- (f) any payment to a Member who is also a Trustee which is permitted under article 5.

5. BENEFITS AND PAYMENTS TO TRUSTEES AND CONNECTED PERSONS

5.1 A Trustee:

- (a) is entitled to be reimbursed reasonable out-of-pocket expenses properly incurred when acting on behalf of the Charity, subject to article 33;
- (b) may benefit from trustee indemnity insurance purchased by the Charity in accordance with section 189 of the Charities Act;
- (c) may receive payment under an indemnity from the Charity in the circumstances set out in article 33;
- (d) may not receive any other benefit or payment from the Charity unless it is authorised by this article 5.

5.2 Unless the benefit or payment is permitted under article 5.3, no Trustee (including a Member who is also a Trustee) or Connected Person may:

- (a) buy any goods or services from the Charity on terms preferential to those applicable to members of the public;
- (b) sell goods, services, or any interest in land to the Charity;
- (c) be employed by, or receive any remuneration from the Charity; or
- (d) receive any other financial benefit from the Charity.

5.3 A Trustee or a Connected Person may:

- (a) receive a benefit from the Charity in the capacity of a beneficiary of the Charity (including a benefit to or for the benefit of a child, close relative or dependant of the Trustee who is a beneficiary of the Charity, or payment of such a benefit to the Member on behalf of such a beneficiary);
- (b) be a governor, trustee, director, officer or employee of the Schools or of the Schools Charity provided that he or she does not derive any direct personal benefit in that capacity from the Charity;
- (c) enter into a contract for the supply of services, or of goods that are supplied in connection with the provision of services, to the Charity where that is permitted in accordance with, and subject to the conditions in, sections 185 and 186 of the Charities Act;
- (d) subject to article 5.4, enter into a contract for the supply of goods to the Charity that are not supplied in connection with services provided to the Charity by the Trustee or Connected Person;
- (e) receive reasonable and proper rent for premises let to the Charity;
- (f) receive interest at a reasonable and proper rate on money lent to the Charity;
- (g) take part in the normal trading and fund-raising activities of the Charity on the same terms as members of the public; and
- (h) receive or retain any payment for which prior written authorisation has been obtained from the Commission.

5.4 The Charity and its Trustees may only rely on the authority provided by article 5.3(a) in respect of a direct benefit (for example a grant or bursary) to a Trustee or a child, close relative or dependant of the Trustee (and **direct benefit** for this purpose does not include a benefit to the beneficiaries of the Charity generally or a group of such beneficiaries (not selected by reference to his or her Trusteeship) which happens to include the Trustee or his or her child, close relative or dependant), if each of the following conditions is satisfied:

- (a) the other Trustees are satisfied that it is in accordance with the charitable Objects to provide the benefit and that the Trustee or beneficiary is not being favoured by reason of his or her Trusteeship. That decision must be recorded in the minutes of the meeting;

- (b) the Trustee in question:
 - (i) is absent from the part of the meeting at which there is discussion of the proposal to provide the benefit;
 - (ii) does not vote on any such matter and is not counted when calculating whether a quorum of Trustees is present at the meeting; and
 - (c) a majority of the Trustees then in office are not in receipt of direct benefits authorised by this article 5.4.
- 5.5 The Charity and its Trustees may only rely on the authority provided by article 5.3(d) if each of the following conditions is satisfied:
- (a) the amount or maximum amount of the payment for the goods:
 - (i) is set out in an agreement in writing between the Charity and the Trustee or Connected Person supplying the goods (the **Supplier**) under which the Supplier is to supply the goods in question to the Charity;
 - (ii) does not exceed what is reasonable in the circumstances for the supply of the goods in question;
 - (b) the other Trustees are satisfied that it is in the best interests of the Charity to contract with the Supplier rather than someone who is not a Trustee or Connected Person. In reaching that decision, which must be recorded in the minutes of the meeting, the Trustees must balance the advantages of contracting with a Trustee against the disadvantages of doing so;
 - (c) the Supplier:
 - (i) is absent from the part of the meeting at which there is discussion of the proposal to enter into a contract or arrangement with regard to the supply of goods to the Charity by them;
 - (ii) does not vote on any such matter and is not counted when calculating whether a quorum of Trustees is present at the meeting; and
 - (d) a majority of the Trustees then in office are not in receipt of remuneration or payments authorised by article 5.
- 5.6 In articles 5.3 to 5.5, the "Charity" includes any company in which the Charity:
- (a) holds more than 50% of the shares; or
 - (b) controls more than 50 % of the voting rights attached to the shares; or
 - (c) has the right to appoint one or more directors of the company.
- 5.7 A Trustee's duty under the Act to avoid a conflict of interest with the Charity does not apply to any transaction or benefit authorised by this article 5.
- 5.8 A Trustee is not required, by reason of being a Trustee (or because of the fiduciary relationship established by reason of being a Trustee), to account to the Charity for any benefit which he or she derives from a conflict or benefit authorised under this

article 5 or article 25, and a transaction or arrangement is not liable to be set aside by virtue of any common law rule or equitable principle requiring the consent or approval of the members of the Charity if it is authorised by or in accordance with the Articles or if it does not require authorisation by the Trustees or members because of an applicable exemption in the Act.

6. WINDING UP

6.1 On the winding up or dissolution of the Charity, after provision has been made for all its debts and liabilities, any assets or property that remain (the **Charity's remaining assets**) shall not be paid or distributed to the Members but shall be applied or transferred:

- (a) directly for one or more of the Objects;
- (b) to the Schools Charity or any other charity or charities for purposes similar to the Objects; or
- (c) to any charity or charities for particular purposes falling within the Objects.

6.2 The decision on who is to benefit from the Charity's remaining assets, pursuant to article 6.1, may be made by resolution of the Members at or before the time of winding up or dissolution and, subject to any such resolution of the Members, may be made by resolution of the Trustees at or before the time of winding up or dissolution.

6.3 In the event that no resolution is passed by the Members or by the Trustees in accordance with this article, the Charity's remaining assets shall be applied for charitable purposes as directed by the court or the Charity Commission.

7. LIABILITY OF MEMBERS

The liability of each Member is limited to £1, being the amount that each Member undertakes to contribute to the assets of the Charity in the event of its being wound up while he or she is a Member or within one year after he or she ceases to be a Member, for:

- (a) payment of the Charity's debts and liabilities contracted before he or she ceases to be a Member,
- (b) payment of the costs, charges and expenses of the winding up, and
- (c) adjustment of the rights of the contributories among themselves.

8. MEMBERS

8.1 The Trustees from time to time shall be the only Members. A Trustee shall become a Member on becoming a Trustee.

8.2 The Charity shall maintain a register of Members and any person ceasing to be a Member shall be removed from the Register.

8.3 Membership is not transferable.

9. TERMINATION OF MEMBERSHIP

A Member shall cease to be a Member if he or she ceases to be a Trustee, including upon his or her death.

10. GENERAL MEETINGS OF MEMBERS

10.1 The Trustees may call a general meeting of the Members at any time and such a meeting shall be held in accordance with the Act.

10.2 General meetings shall be called on notice in accordance with the Act and proceedings at a general meeting shall not be invalidated because a person entitled to receive notice of the meeting did not receive it due to an accidental omission by the Charity.

10.3 No business shall be transacted at any general meeting unless a quorum is present. A quorum is one-third of the total number of Members (rounding fractions down), or two Members, whichever is the greater number. Members who are present in person or by proxy or through their duly authorised representatives and who are entitled to vote on the business to be conducted at the meeting.

10.4 A Member is entitled to appoint another person as his or her proxy, in accordance with the Act, to exercise all or any of his or her rights to attend and to speak and vote at a meeting of the Charity.

10.5 The chair of Trustees shall chair general meetings of the Charity or, if they are absent, the vice-chair of Trustees shall act as chair. If neither the chair nor the vice-chair of Trustees is present within 15 minutes of the time appointed for the meeting, a Trustee elected by the Trustees present shall chair the meeting.

10.6 A vote on a resolution proposed at a meeting shall be decided by a show of hands unless before, or on the declaration of the result of, the show of hands a poll is demanded.

10.7 On a show of hands or on a poll, every Member, whether an individual or an organisation, shall have one vote.

10.8 Any objection to the qualification of any voter must be raised 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 such objection must be referred to the chair of the meeting whose decision is final.

10.9 Unless a poll is demanded, the declaration of the chair of the result of the vote and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact and the number or proportion of votes cast in favour or against need not be recorded.

11. WRITTEN RESOLUTIONS

- 11.1 Subject to article 11.4, a written resolution of the Members passed in accordance with this article 11 shall have effect as if passed by the Members in a general meeting. A written resolution is passed:
- (a) as an ordinary resolution if it is passed by a simple majority of the eligible Members; or
 - (b) as a Special Resolution if it is passed by Members representing not less than 75% of the eligible Members. A written resolution is not a Special Resolution unless it states that it was proposed as a Special Resolution.
- 11.2 Where a resolution is proposed as a written resolution of the Charity, the eligible Members are the Members who would have been entitled to vote on the resolution on the Circulation Date of the resolution.
- 11.3 Any resolution of the Members for which the Act does not specify whether it is to be passed as an ordinary resolution or as a Special Resolution, shall be passed as an ordinary resolution.
- 11.4 A Members' resolution under the Act removing a Trustee or an auditor before the expiration of his or her term of office may not be passed as a written resolution.
- 11.5 A copy of the written resolution must be sent to every Member together with a statement informing the Member how to signify their agreement to the resolution and the date by which the resolution must be passed if it is not to lapse.
- 11.6 A Member signifies their agreement to a proposed written resolution when the Charity receives from them (or from someone acting on their behalf) an authenticated document identifying the resolution to which it relates and indicating the Member's agreement to the resolution. A Member's agreement to a proposed written resolution, once signified, cannot be revoked. For these purposes:
- (a) if the document is sent to the Charity in hard copy form, it is authenticated if it bears the signature of the person sending it;
 - (b) if the document is sent to the Charity in electronic form, it is authenticated if the identity of the sender is confirmed in a manner specified by the Charity or, where no such manner has been specified by the Charity, if it is accompanied by a statement of the identity of the sender and the Charity has no reason to doubt the truth of that statement.
- 11.7 A written resolution is passed when the required majority of eligible Members have signified their agreement to it.
- 11.8 A proposed written resolution shall lapse if it is not passed within [28] days beginning with the Circulation Date.
- 11.9 Communications in relation to written resolutions shall be sent to the Charity's auditors in accordance with the Act.

- 11.10 The Members may require the Charity to circulate a resolution that may properly be moved and is proposed to be moved as a written resolution in accordance with sections 292 and 293 of the Act.

12. TRUSTEES

- 12.1 The number of Trustees shall not be subject to any maximum but shall not be less than three.
- 12.2 The first Trustees shall be those persons whose names are notified to Companies House as the first Trustees on incorporation.
- 12.3 A Trustee may not appoint an alternate director or anyone to act on his or her behalf at meetings of the Trustees.

13. POWERS OF TRUSTEES

- 13.1 Subject to the provisions of the Act, the Articles and any Special Resolution, the Trustees shall be responsible for the management of the Charity's business and may exercise all the powers of the Charity for that purpose.
- 13.2 No alteration of the Articles or any Special Resolution shall invalidate any prior act of the Trustees.
- 13.3 A meeting of the Trustees at which a quorum is present may exercise all the powers exercisable by the Trustees.

14. APPOINTMENT OF TRUSTEES

- 14.1 Any person who is willing to act as a Trustee, and who is permitted by law to do so, may be appointed to be a Trustee by resolution of the Trustees.
- 14.2 The Schools Charity may, by notice in writing to the Charity, appoint a Trustee (being a person who is willing to act and who is permitted by law to do so) or remove from office a Trustee appointed by it under the power in this article 14.2 (whether or not that trustee has since been re-appointed by the trustees) or a first Trustee as referred to in article 12.2. The power of appointment in this article 14.2 may not be exercised if it would cause the number of Trustees appointed under the power (including such first Trustees or re-appointed Trustees) for the time being holding office to exceed half the total number of Trustees. If the Schools Charity for the time being consists of more than one charity, the charity which may exercise the powers in this article 14.2 is the Original Charity as defined in article 1.1 if it is a Schools Charity, or otherwise may be agreed between those charities, or in the absence of agreement is the Charity managing the Royal Grammar School Worcester, or if none the charity chosen by drawing lots amongst the eligible charities.

15. RETIREMENT OF TRUSTEES

- 15.1 The first Trustees' meeting held after 1 September in each year is designated as the **annual retirement meeting**. At every annual retirement meeting one-third, or, if their number is not divisible by three, the number nearest to one-third, of the Trustees shall retire by rotation under article 15.2, but may, subject to article 15.4, offer themselves for reappointment by the Trustees; provided that no Trustee shall be required to retire until he or she has served as a Trustee for 30 months since his or her appointment or last reappointment.
- 15.2 The Trustees to retire by rotation shall be those who have been longest in office since their appointment or last reappointment. As between persons who were appointed or last reappointed on the same day, those to retire shall (unless they agree otherwise among themselves) be determined by drawing lots.
- 15.3 If a Trustee is required by the Articles to retire at an annual retirement meeting the retirement shall take effect on the conclusion of the meeting.
- 15.4 No Trustee shall serve for more than nine consecutive years, unless the Trustees consider it would be in the best interests of the Charity for a particular Trustee to continue to serve beyond that period and that Trustee is reappointed in accordance with the Articles.

16. DISQUALIFICATION AND REMOVAL OF TRUSTEES

A Trustee shall cease to hold office if they:

- (a) are removed under article 14.2;
- (b) are removed by ordinary resolution of the Charity pursuant to the Act;
- (c) cease to be a Trustee by virtue of any provision in the Act or are prohibited by law from being a Trustee;
- (d) are disqualified from acting as a charity trustee by virtue of the Charities Act;
- (e) cease to be a Member of the Charity;
- (f) have a bankruptcy order made against them or a composition is made with their creditors generally in satisfaction of their debts;
- (g) in the written opinion of a registered medical practitioner who is treating the Trustee, have become physically or mentally incapable of acting as a director and may remain so for more than three months;
- (h) resign by written notice to the Charity, provided that at least three Trustees will remain in office once the resignation takes effect;
- (i) are absent from all the meetings of the Trustees held within a period of 12 months, without the permission of the Trustees, and the Trustees resolve that their office be vacated; or

- (j) are removed from office by a resolution of the Trustees that it is in the best interests of the Charity that their office be vacated passed at a meeting at which at least half of the Trustees are present. Such a resolution must not be passed unless:
 - (i) the Trustee has been given at least 14 Clear Days' notice in writing of the meeting of the Trustees at which the resolution will be proposed and the reasons why it will be proposed; and
 - (ii) the Trustee has been given a reasonable opportunity to make representations to the meeting either in person or in writing. The other Trustees must consider any representations made by the Trustee (or the Trustee's representative) and inform the Trustee of their decision following such consideration. There shall be no right of appeal from a decision of the Trustees to terminate the Trusteeship of a Trustee.

17. PROCEEDINGS OF TRUSTEES

- 17.1 Subject to the provisions of the Articles, the Trustees may regulate their proceedings as they think fit.
- 17.2 The Trustees shall meet at least three times a year.
- 17.3 Acts done by a meeting of the Trustees or of a committee or by a person acting as a Trustee shall not be invalidated by the subsequent realisation that:
 - (a) the appointment of any such Trustee or person acting as a Trustee was defective; or
 - (b) any or all of them were disqualified; or
 - (c) any or all of them were not entitled to vote on the matter.

18. CALLING A TRUSTEES' MEETING

- 18.1 Any Trustee may call a meeting of the Trustees by giving notice of the meeting to the Trustees or by authorising the company secretary (if any) to give such notice.
- 18.2 Notice of a meeting of the Trustees must be given to each Trustee, but need not be in writing. A notice in writing must specify:
 - (a) the time, date and place of the meeting;
 - (b) except in the case of a regular scheduled meeting, the general particulars of the business to be considered at the meeting; and
 - (c) if it is anticipated that the Trustees participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

19. PARTICIPATION IN TRUSTEES' MEETINGS

- 19.1 Any Trustee may participate in a meeting of the Trustees in person or by means of video conference, telephone or any suitable electronic means agreed by the Trustees and by which all those participating in the meeting are able to communicate with all other participants.
- 19.2 If all the Trustees participating in the meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

20. QUORUM FOR TRUSTEES' MEETINGS

- 20.1 Unless fixed from time to time by a decision of the Trustees at a larger number, the quorum for Trustees' meetings shall be one-third of the total number of Trustees (rounding fractions down), or two Trustees, whichever is the greater number.
- 20.2 At a Trustees' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to adjourn a meeting or to call another meeting. If a quorum is not present when the adjourned meeting is resumed or the next meeting is held, the Trustees present (if two or more) may appoint further Trustees, notwithstanding the lack of a quorum.
- 20.3 If the total number of Trustees for the time being is less than the quorum required for decision-making by the Trustees, the Trustees shall not take any decision other than a decision to appoint further Trustees.

21. CHAIRING TRUSTEES' MEETINGS

- 21.1 The Schools Charity may, by notice in writing to the Charity, appoint any Trustee willing to act to be the chair of Trustees or remove from office any chair of Trustees. Article 14.2 applies to such appointment and removal as it applies to the Appointment or removal of trustees, with the necessary changes.
- 21.2 If there is no chair appointed under article 21.1, the Trustees shall appoint one of their number as chair of Trustees and may determine the length of term for which the chair of Trustees is to serve in that office, although that term may be renewed or extended. On the same basis, the Trustees may also appoint one of their number as vice-chair of Trustees. The Trustees may at any time remove any chair or vice-chair appointed under this article 21.2.
- 21.3 If at any meeting of the Trustees neither the chair nor vice-chair of Trustees, if any, is participating in the meeting within ten minutes of the time at which it was to start, the participating Trustees must appoint one of themselves to chair the meeting.

22. DECISION-MAKING BY TRUSTEES

22.1 The general rule about decision-making by Trustees is that any decision of the Trustees must be either a majority decision at a meeting or a decision taken in accordance with article 23.

22.2 Each Trustee has one vote on each matter to be decided, except for the chair of the meeting who, in the event of an equality of votes, shall have a second or casting vote (unless, in accordance with the Articles, the chair of the meeting is not to be counted as participating in the decision-making process for quorum or voting purposes).

23. UNANIMOUS DECISIONS BY TRUSTEES

23.1 A decision of the Trustees is taken in accordance with this article when all eligible directors indicate to each other by any means that they share a common view on a matter.

23.2 Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible Trustee or to which each eligible Trustee has otherwise indicated agreement in writing.

23.3 References in this article to eligible Trustees are to Trustees who would have been entitled to vote on the matter had it been proposed as a resolution at a Trustees' meeting.

23.4 A decision may not be taken in accordance with this article if the eligible Trustees would not have formed a quorum at such a meeting.

24. DELEGATION BY TRUSTEES

24.1 The Trustees may delegate, on such terms of reference as they think fit, any of their powers or functions to any committee comprising two or more Trustees.

24.2 The Trustees may delegate the implementation of their decisions or day-to-day management of the affairs of the Charity to any person or committee.

24.3 The terms of reference of a committee may include conditions imposed by the Trustees, including that:

- (a) the relevant powers are to be exercised exclusively by the committee to whom the Trustees delegate; and
- (b) no expenditure or liability may be incurred on behalf of the Charity except where approved by the Trustees or in accordance with a budget previously agreed by the Trustees.

24.4 Persons who are not Trustees may be appointed as members of a committee, subject to the approval of the Trustees.

- 24.5 Every committee shall act in accordance with the terms of reference on which powers or functions are delegated to it and, subject to that, committees shall follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by Trustees.
- 24.6 The terms of any delegation to a committee shall be recorded in the minute book.
- 24.7 The Trustees may revoke or alter a delegation.
- 24.8 All acts and proceedings of any committee shall be fully and promptly reported to the Trustees.

25. CONFLICTS OF INTERESTS

- 25.1 A Trustee must declare the nature and extent of any interest, direct or indirect, which he has in a proposed transaction or arrangement with the Charity or in any transaction or arrangement entered into by the Charity which has not previously been declared.
- 25.2 A Trustee must absent him or herself from any discussions of the Trustees in which it is possible that a conflict will arise between their duty to act solely in the interests of the Charity and any personal interest (including but not limited to any personal financial interest).
- 25.3 If a conflict of interests arises for a Trustee because of a duty or loyalty owed to another organisation or person and the conflict is not authorised by virtue of any other provision in the Articles, the unconflicted directors may authorise such a conflict of interests where the following conditions apply:
- (a) the conflicted director is absent from the part of the meeting at which there is discussion of any arrangement or transaction affecting that other organisation or person;
 - (b) the conflicted director does not vote on any such matter and is not to be counted when considering whether a quorum of directors is present at the meeting; and
 - (c) the unconflicted directors consider it is in the interests of the charity to authorise the conflict of interests in the circumstances applying.

In this article 25.3 a conflict of interests arising because of a duty of loyalty owed to another organisation or person only refers to such a conflict which does not involve a direct or indirect benefit of any nature to a director or to a connected person.

26. SECRETARY

- 26.1 The Trustees may appoint any person who is willing to act as the secretary for such term at such remuneration and on such conditions as the Trustees think fit. From

time to time the Trustees may decide to remove such person and to appoint a replacement.

- 26.2 A secretary who is also a Trustee may not be remunerated, otherwise than as permitted by these Articles.

27. CHANGE OF COMPANY NAME

The name of the Company may be changed by:

- (a) decision of the Trustees; or
- (b) a Special Resolution of the Members,

or otherwise in accordance with the Act.

28. MINUTES

The Trustees shall cause the Charity to keep the following records in writing and in permanent form:

- (a) minutes of proceedings at general meetings;
- (b) minutes of meetings of the Trustees and of committees of the Trustees, including the names of the Trustees present at each such meeting;
- (c) copies of resolutions of the Charity and of the Trustees, including those passed otherwise than at general meetings or at meetings of the Trustees; and
- (d) particulars of appointments of officers made by the Trustees.

29. SEAL

- 29.1 The seal, if any, may only be used by the authority of the Trustees or of a committee of the Trustees authorised by the Trustees.

- 29.2 The Trustees may determine by what means and in what form the seal is to be used.

- 29.3 Unless otherwise decided by the Trustees, if the seal is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.

- 29.4 For the purposes of this Article, an authorised person is:

- (a) any Trustee;
- (b) the secretary (if any); or
- (c) any person authorised by the Trustees for the purpose of signing documents to which the seal is applied.

30. RECORDS AND ACCOUNTS

30.1 The Trustees shall comply with the requirements of the Act and the Charities Act as to maintaining a Members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commission of:

- (a) annual reports;
- (b) annual returns; and
- (c) annual statements of account.

30.2 Accounting records relating to the Charity must be made available for inspection by any Trustees at any reasonable time during normal office hours.

30.3 A copy of the Charity's latest available statement of account shall be supplied on request to any Trustee or Member, or to any other person who makes a written request and pays the Charity's reasonable costs of fulfilling the request, within two months of such request.

31. COMMUNICATIONS

31.1 Subject to the Articles, anything sent or supplied by or to the Charity under the Articles may be sent or supplied in any way in which the Act provides for documents or information which are authorised or required by any provision of the Act to be sent or supplied by or to the Charity.

31.2 Subject to the Articles, any notice or document to be sent or supplied to a Trustee in connection with the taking of decisions by Trustees may also be sent or supplied by the means by which that Trustee has asked to be sent or supplied with such notices or documents for the time being.

31.3 A Trustee may agree with the Charity that notices or documents sent to that Trustee in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

32. IRREGULARITIES

The proceedings of any meeting or the taking of any poll or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including by accidental omission to give or any non-receipt of notice) or want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice.

33. INDEMNITY

33.1 A Trustee may be indemnified out of the company's assets against—

- (a) any liability incurred by that Trustee in connection with any negligence, default, breach of duty or breach of trust in relation to the Charity or a subsidiary of the Charity; or
 - (b) any other liability incurred by that Trustee as an officer of the Charity or a subsidiary of the Charity.
- 33.2 Subject to articles 33.3 to 33.5 and 33.10, every Trustee is entitled to be indemnified out of the Charity's assets against all liability incurred by the Trustee to a person other than the Charity or any of its subsidiaries, to the extent that it is liability to a person other than the Charity or any of its subsidiaries incurred:
 - (a) in the course of the exercise of his or her powers and the discharge of his or her responsibilities in relation to the Charity or any of the Charity's subsidiaries, which is not a liability attaching to him or her in connection with any negligence, default, breach of duty or breach of trust in relation to the Charity or any of its subsidiaries;
 - (b) in defending any civil or criminal proceedings alleging negligence, default, breach of duty or breach of trust in relation to the Charity or any of its subsidiaries in which judgment is given in his or her favour or in which he or she is acquitted; or
 - (c) in connection with any application for relief in relation to the Charity or any of its subsidiaries in which the court grants him or her relief.
- 33.3 Articles 33.1 and 33.2 do not provide any indemnity against:
 - (a) any liability of the Trustee to pay:
 - (i) a fine imposed in criminal proceedings, or
 - (ii) a sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature (however arising); or
 - (b) any liability incurred by the Trustee in defending criminal proceedings in which he or she is convicted.
- 33.4 Article 33.2 does not provide any indemnity against any liability incurred by the Trustee:
 - (a) in defending civil proceedings brought by the company, or an associated company, in which judgment is given against him or her; or
 - (b) in connection with an application for relief in which the court refuses to grant him or her relief.
- 33.5 Articles 33.2 and 5.1(a) does not entitle a Trustee to be indemnified against travel, hotel, entertaining or other out-of-pocket expenses except to the extent that they are reasonable expenses which the Trustee properly incurs and which are not incurred in breach of the terms of any agreement, policy or decision of the Trustees by which the Trustee is bound.

- 33.6 Subject to article 33.10, the Charity may provide a Trustee with funds to meet expenditure incurred or to be incurred by him or her
- 33.7
- 33.8 in connection with defending any civil or criminal proceedings alleging negligence, default, breach of duty or breach of trust in relation to the Charity or its associated companies or in connection with an application for relief and otherwise may take any action to enable any such Trustee to avoid incurring such expenditure, in each case on the terms specified in section 205(2) of the Act.
- 33.9 Articles 33.2 and 33.6 are without prejudice to the Trustees' power to indemnify a Trustee in other circumstances under article 33.1 and without prejudice to any other indemnity to which a Trustee is entitled.
- 33.10 This article 33 does not give or authorise any indemnity which would be prohibited or rendered void by any provision of the Act or otherwise by law. It does not give any indemnity to a Trustee in respect of his or her own fraud. Any indemnity in this article 33 to a Trustee in relation to any of the Charity's subsidiaries applies only to the extent that the subsidiary is not bound to provide a similar indemnity to the Trustee or fails to do so.
- 33.11 In this article 33:
- (a) **Trustee** includes a former Trustee.
 - (b) terms used in sections 234 and 235 of the Act (including **application for relief** and **final decision in the proceedings**) have the same meanings; and
 - (c) references to a conviction, acquittal, judgment or grant or refusal of relief are to the final decision in the proceedings.