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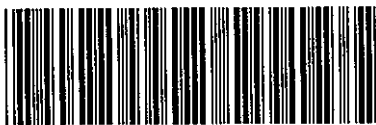
**CERTIFICATE OF INCORPORATION  
OF A PRIVATE LIMITED COMPANY**

Company No. 3143086

The Registrar of Companies for England and Wales hereby certifies that  
PRIORS MARSTON AND PRIORS HARDWICK SCHOOL LIMITED

is this day incorporated under the Companies Act 1985 as a private  
company and that the company is limited.

Given at Companies House, Cardiff, the 2nd January 1996



\*N03143086C\*

A handwritten signature in dark ink, appearing to read 'M. Lewis'.

**M. LEWIS**

For the Registrar of Companies



**C O M P A N I E S H O U S E**

HC007B

# G

COMPANIES FORM No. 12

## Statutory Declaration of compliance with requirements on application for registration of a company

# 12

Please do not  
write in  
this margin

Pursuant to section 12(3) of the Companies Act 1985

To the Registrar of Companies

For official use

For official use

Please complete  
legibly, preferably  
in black type, or  
bold block lettering

Name of company

\* PRIORS MARSTON AND PRIORS HARDWICK SCHOOL LIMITED

\* insert full  
name of Company

I, BRIAN KEVIN JAMES,  
of "WESTFIELD", BODDINGTON ROAD, PRIORS HARDWICK, NR. RUGBY,  
WARWICKSHIRE. CV23 8SH.

† delete as  
appropriate

do solemnly and sincerely declare that I am a [~~Solicitor engaged in the formation of the company~~]†  
[person named as director or secretary of the company in the statement delivered to the registrar  
under section 10(2)]† and that all the requirements of the above Act in respect of the registration of the  
above company and of matters precedent and incidental to it have been complied with,  
And I make this solemn declaration conscientiously believing the same to be true and by virtue of the  
provisions of the Statutory Declarations Act 1835

Declared at Souham  
Warwickshire

Declarant to sign below

the 15th day of December

One thousand nine hundred and 95

before me Therese Lee  
ALC.

A Commissioner for Oaths or ~~Notary Public or Justice of~~  
~~the Peace~~ or Solicitor having the powers conferred on a  
Commissioner for Oaths.

Presentor's name address and  
reference (if any):

For official Use

New Companies Section

Post room



THE LAW SERVICES  
ASSOCIATION

**The London Law Agency Limited**

Company Registration Agents, Printers and Publishers

TEMPLE CHAMBERS, TEMPLE AVENUE, LONDON, EC4Y 0HP Tel: 01-353 9471 (10 lines)

**London Law**

THE LONDON LAW AGENCY LIMITED  
Temple Chambers, Temple Avenue  
London EC4Y 0HP  
Telephone 0171-353 9471  
Fax 0171-583 1531 DX 1053 London/Chancery Lane

**10**

*Please complete in typescript,  
or in bold black capitals.*

**First directors and secretary and intended situation of  
registered office**

Notes on completion appear on final page

**Company Name in full**

PRIORS MARSTON AND PRIORS HARDWICK  
SCHOOL LIMITED

**Proposed Registered Office**

(PO Box numbers only, are not acceptable)

CENTRAL CHAMBERS

45/47 ALBERT STREET

**Post town**

RUGBY

**County / Region**

WARWICKSHIRE

**Postcode**

CV21 2SG

If the memorandum is delivered by an agent  
for the subscriber(s) of the memorandum  
mark the box opposite and give the agent's  
name and address.

**Agent's Name****Address****Post town****County / Region****Postcode****Number of continuation sheets attached**

3

Please give the name, address,  
telephone number and, if available,  
a DX number and Exchange of  
the person Companies House should  
contact if there is any query.

**Tel****DX number****DX exchange**

When you have completed and signed the form please send it to the  
Registrar of Companies at:

**Companies House, Crown Way, Cardiff, CF4 3UZ** DX 33050 Cardiff  
for companies registered in England and Wales

or  
**Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB**

for companies registered in Scotland

DX 235 Edinburgh

# Company Secretary (see notes 1-5)

Company name

NAME \*Style / Title

\*Honours etc

\* Voluntary details

Forename(s)

ELIZABETH FRANCES

Surname

WATKINS

Previous forename(s)

Previous surname(s)

Address

## Usual residential address

For a corporation, give the registered or principal office address.

THE NOOK

PRIORS MARSTON

Post town

RUGBY

County / Region

WARWICKSHIRE

Postcode

CV23 8SA

Country

ENGLAND

I consent to act as secretary of the company named on page 1

Consent signature

*E Watkins*

Date

12/12/95

## Directors (see notes 1-5)

Please list directors in alphabetical order

NAME \*Style / Title

\*Honours etc

Forename(s)

DAVID

Surname

ADAMS

Previous forename(s)

Previous surname(s)

Address

## Usual residential address

For a corporation, give the registered or principal office address.

THE OLD VICARAGE

PRIORS MARSTON

Post town

RUGBY

County / Region

WARWICKSHIRE

Postcode

CV23 8RT

Country

ENGLAND

Day Month Year

Date of birth

08 08 43

Nationality

BRITISH

Business occupation

DIRECTOR

Other directorships

PENTON LIMITED, CHANNEL TUNNEL TRAINS & MODELS LTD.  
QUEENSBERRY HOUSE MANAGEMENT LTD.

I consent to act as director of the company named on page 1

Consent signature

*D Adams*

Date

12/12/95

# Company Secretary (see notes 1-5)

Company name

PRIORS MARSTON AND PRIORS HARDWICK SCHOOL LIMITED

NAME

\*Style / Title

\*Honours etc

\* Voluntary details

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

Address

## Usual residential address

For a corporation, give the registered or principal office address.

Post town

County / Region

Postcode

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\*Style / Title

\*Honours etc

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Previous forename(s)

Previous surname(s)

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Post town

County / Region

Postcode

Country

Day Month Year

Date of birth

Nationality

Business occupation

Other directorships

I consent to act as director of the company named on page 1

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Date

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PRIORS MARSTON AND PRIORS HARDWICK SCHOOL LIMITED

NAME \*Style / Title

\*Honours etc

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Previous forename(s)

Previous surname(s)

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Date

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Please list directors in alphabetical order

NAME \*Style / Title

\*Honours etc

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

Address

## Usual residential address

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Post town

County / Region

Postcode

Country

Day Month Year

Date of birth

Nationality

Business occupation

Other directorships

I consent to act as director of the company named on page 1

Consent signature

Date

# Company Secretary (see notes 1-5)

Company name

PRIORS MARSTON AND PRIORS HARZWICK SCHOOL LIMITED

NAME

\*Style / Title

\*Honours etc

\* Voluntary details

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

Address

## Usual residential address

For a corporation, give the registered or principal office address.

Post town

County / Region

Postcode

Country

I consent to act as secretary of the company named on page 1

Consent signature

Date

## Directors (see notes 1-5)

Please list directors in alphabetical order

NAME

\*Style / Title

\*Honours etc

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

Address

## Usual residential address

For a corporation, give the registered or principal office address.

Post town

County / Region

Postcode

Country

Day Month Year

Date of birth

Nationality

Business occupation

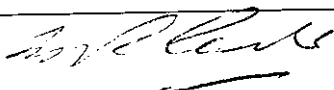
Other directorships

I consent to act as director of the company named on page 1

Consent signature


Date

**Directors** (continued) (see notes 1-5)

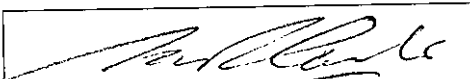
<b>NAME</b>	<b>*Style / Title</b>			<b>*Honours etc</b>		
		<b>Forename(s)</b> MICHAEL DAVID				
		<b>Surname</b> CARTER				
		<b>Previous forename(s)</b>				
		<b>Previous surname(s)</b>				
<b>Address</b>		HONESBERIE TOO, SOUTHAM ROAD				
<b>Usual residential address</b>		PRIORS MARSTON				
For a corporation, give the registered or principal office address.		<b>Post town</b>		RUGBY		
		<b>County / Region</b>		<b>Postcode</b>	CV23 8RQ	
		<b>Country</b>		ENGLAND		
		<b>Date of birth</b>			<b>Nationality</b>	
		Day Month Year			BRITISH	
		05 10 27				
<b>Business occupation</b>		COMPANY SECRETARY				
<b>Other directorships</b>		SURREY INVESTMENTS LIMITED				
		I consent to act as director of the company named on page 1				
<b>Consent signature</b>					<b>Date</b>	12/12/95

**This section must be signed by****Either**an agent on behalf  
of all subscribers**Signed****Date**

12/12/95

**Or the subscribers**(i.e those who signed  
as members on the  
memorandum of  
association).**Signed****Date**

12/12/95

**Signed****Date**


12/12/95

**Signed**

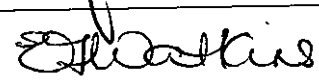
P Brown

**Date**

12/12/95

**Signed****Date**

12/12/95

**Signed****Date**

12/12/95

**Signed**

—

**Date**

—



## Notes

1. Show for an individual the full forename(s) NOT INITIALS and surname together with any previous forename(s) or surname(s).

If the director or secretary is a corporation or Scottish firm - show the corporate or firm name on the surname line.

Give previous forename(s) or surname(s) except that:

- for a married woman, the name by which she was known before marriage need not be given,

- names not used since the age of 18 or for at least 20 years need not be given.

A peer, or an individual known by a title, may state the title instead of or in addition to the forename(s) and surname and need not give the name by which that person was known before he or she adopted the title or succeeded to it.

Address:

Give the usual residential address.

In the case of a corporation or Scottish firm give the registered or principal office.

Subscribers:

The form must be signed personally either by the subscriber(s) or by a person or persons authorised to sign on behalf of the subscriber(s).

2. Directors known by another description:

- A director includes any person who occupies that position even if called by a different name, for example, governor, member of council.

3. Directors details:

- Show for each individual director the director's date of birth, business occupation and nationality.

**The date of birth must be given for every individual director.**

4. Other directorships:

- Give the name of every company of which the person concerned is a director or has been a director at any time in the past 5 years. You may exclude a company which either **is or at all times during the past 5 years, when the person was a director, was:**

- dormant,

- a parent company which wholly owned the company making the return,

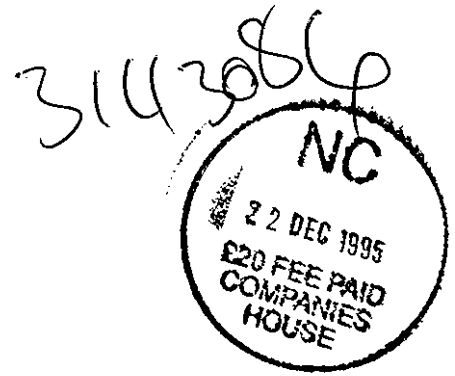
- a wholly owned subsidiary of the company making the return, or

- another wholly owned subsidiary of the same parent company.

If there is insufficient space on the form for other directorships you may use a separate sheet of paper, which should include the company's number and the full name of the director.

5. Use Form 10 continuation sheets or photocopies of page 2 to provide details of joint secretaries or additional directors and include the company's number.

THE COMPANIES ACT 1985  
AND  
THE COMPANIES ACT 1989



A COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION  
OF  
PRIORS MARSTON AND PRIORS HARDWICK SCHOOL LIMITED

1. The Company's name is "PRIORS MARSTON AND PRIORS HARDWICK SCHOOL LIMITED".

2. The Company's registered office is to be situated in England and Wales.

3. The Company's objects are:-

(A) (i) To provide, free of charge or fee, education to National Curriculum Standard as a minimum for children resident in the parishes of Priors Marston and Priors Hardwick.

(ii) To provide, on such fee-paying or other basis as the Trustees may decide, education to National Curriculum Standard as a minimum for children resident in any other location who may be accepted for enrolment by the Company.

(iii) To provide for the delivery and holding of classes lectures exhibitions and conferences calculated to advance the cause of education and to do all such acts and things as may be deemed necessary for imparting instruction and for the encouragement of study education and learning.

(iv) To support organise endow finance maintain and provide for public or private lectures meetings addresses professorships lectureships and readerships calculated to promote the said principals.

(v) To provide fit up and equip classrooms laboratories gymnasia swimming baths playing fields dining and recreation rooms dwellinghouses hostels boarding houses hotels and other accommodation and conveniences for pupils masters mistresses and other persons employed by the company or performing any function or doing any act in furtherance of the educational purposes of the company.

303802

(vi) To create and administer and to assist in the creation and administration of scholarships exhibitions and prizes for the encouragement of study and learning and to act as trustees or managers of any property endowment bequest or gift for educational purposes; and to receive voluntary donations and subscriptions for any of the purposes of the company and to accord to the donor thereof such privileges of nominations of pupils or otherwise as the company shall from time to time determine.

In furtherance of the above objects but not further or otherwise the Company shall have the following powers:-

(a) Subject to such consents as may, from time to time, be required by law to purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges which are necessary or expedient for the promotion of these objects, and to construct, maintain, alter and manage any buildings or erections necessary or convenient for the work of the Company.

(b) To publicise, educate the public in, and provide information about the work of the Company.

(c) To hold exhibitions, meetings, lectures and classes, to publish and or distribute newspapers, magazines, books and other literary works in connection with the activities and in furtherance of the objects of the Company.

(d) Subject to such consents as may be required by law to sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Company as may be expedient for the promotion of its objects.

(e) Subject to such consents as may be required by law to undertake and execute any charitable trusts which may lawfully be undertaken by the Company and are conducive to its objects.

(f) Subject to such consents as may be required by law to borrow or raise money for the purpose of the Company on such terms and on such security as may be thought fit.

(g) To invest the moneys of the Company not immediately required for its purposes in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided.

(h) To raise money for, establish and support or aid in the raising of money for, establishment and support of any charitable companies or institutions and to subscribe or guarantee money for charitable purposes in any way connected with the purposes of the Company or calculated to further its objects provided that the Company shall not undertake any permanent trading activities in raising funds for the said objects.

(i) To do all such other lawful things as are necessary to the attainment of the above objects or any of them.

Provided that:-

(i) In case the Company shall take or hold any property which may be subject to any trusts, the Company shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts.

(ii) The objects of the Company shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers.

(iii) In case the Company shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales the Company shall not sell, mortgage, charge or lease the same without such authority, approval or consent as may be required by law, and as regards any such property the Trustees or Governing Body of the Company shall be chargeable for any such property that may come into their hands and shall be answerable and accountable for their own acts, receipts, neglects and defaults, and for the due administration of such property in the same manner and to the same extent as they would as such Trustees or Governing Body have been if no incorporation had been effected, and the incorporation of the Company shall not diminish or impair any control or authority exercisable by the Chancery Division of the High Court of Justice or the Charity Commissioners over such Trustees or Governing Body, but they shall as regards any such property be subject jointly and separately to such control or authority as if the Company were not incorporated.

4. The income and property of the Company shall be applied solely towards the promotion of its objects as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit, to members of the Company and no member of its Trustees shall be appointed to any office of the Company paid by salary or fees, or receive any remuneration or other benefit in money or money's worth from the Company.

Provided that nothing herein shall prevent any payment in good faith by the Company-

(a) of reasonable and proper remuneration to any member, officer or servant of the Association (not being a member of its Trustees) for any services rendered to the Company;

(b) of interest at a rate per annum not exceeding 2 per cent less than the minimum rate presented for the time being by a clearing bank or 3 per cent whichever is the greater on money lent; or reasonable and proper rent for premises demised or let by any member of the Company or of its Trustees;

(c) to any member of its Trustees of reasonable out-of-pocket expenses;

(d) to a company of which a member of the Trustees may be a member holding not more than one hundredth part of the capital of such company, and such member shall not be bound to account for any share of profits he may receive in respect of any such payment; provided further that neither the members of the Trustees nor any of them shall concur in exercising any voting rights in respect of any shares or debentures or other securities comprised in the assets of the Company in such a way that a personal benefit is thereby secured to such member or any of them.

5. The liability of the members is limited.

6. Every member of the Company undertakes to contribute to the assets of the Company, in the event of the same being wound up while he is a member, or within one year after he ceases to be a member, for payment of the debts and liabilities of the Company contracted before he ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding £1.

7. If upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Company, but shall be given or transferred to some other charitable institution or institutions having objects similar to the objects of the Company, and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Company under or by virtue of clause 4 hereof, such institution or institutions to be determined by the members of the Company at or before the time of dissolution, and if and so far as effect cannot be given to such provisions, then to some charitable object.

WE, the Subscribers to this Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum.

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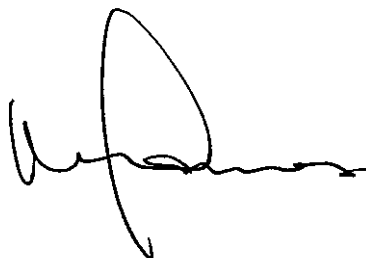
NAMES AND ADDRESSES OF SUBSCRIBERS

---

DAVID ADAMS  
THE OLD VICARAGE  
PRIORS MARSTON  
RUGBY  
WARWICKSHIRE  
CV23 8RT



BRIAN KEVIN JAMES  
WESTFIELD  
BIDDINGTON ROAD  
PRIORS HARDWICK  
RUGBY  
WARWICKSHIRE  
CV23 8SH



---

Dated the 12th day of DECEMBER, 1995

Witness to the above Signatures:-



ELIZABETH FRANCES WATKINS  
THE NOOK  
PRIORS MARSTON  
RUGBY  
WARWICKSHIRE  
CV23 8SA

THE COMPANIES ACT 1985

AND

THE COMPANIES ACT 1989

---

A COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL

---

ARTICLES OF ASSOCIATION

OF

PRIORS MARSTON AND PRIORS HARDWICK SCHOOL LIMITED

---

INTERPRETATION

1. In these Articles:-

"the Act" means the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force.

"the Articles" means the Articles of the Company.

"the Company" means the above-named Company.

"the Trustees" means the Trustees for the time being of the Company.

"Clear Days" in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect.

"Executed" includes any mode of execution.

"Office" means the registered office of the Company.

"the Seal" means the common seal of the Company.

"Secretary" means the secretary of the Company or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary.

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

Unless the context otherwise requires, words or expressions contained in these regulations bear the same meaning as in the Act but excluding any statutory modification thereof not in force when these Articles become binding on the Company.

## MEMBERS

2. The subscribers to the Memorandum of Association of the Company and such other persons as are admitted to membership in accordance with the Articles shall be members of the Company. No person shall be admitted a member of the Company unless he is approved by the Trustees. Every person who wishes to become a member shall deliver to the Company an application for membership in such form as the Trustees may require executed by him.

3. A member may at any time withdraw from the Company giving at least seven clear days' notice to the Company. Membership shall not be transferable and shall cease on death.

4. The Trustees may from time to time formulate or draw up and thereafter amend or otherwise alter rules relating to any subscription be it of an annual or recurring nature or otherwise which members shall be required to pay to the Company as a condition of membership or of continuing membership of the Company and such rules may provide for the expulsion of a member from the Company or for deletion of a member's name from the Register of Members in the event of a member making default in the payment of any such subscription provided that any such rules or subsequent amendment or alteration thereof shall only be valid and take effect after the same have been approved by a special resolution of the Company in General Meeting.

## GENERAL MEETINGS

5. The Company shall hold a General Meeting in every calendar year as its Annual General Meeting at such time and place as may be determined by the Trustees, and shall specify the meeting as such in the notices calling it, provided that every Annual General Meeting except the first shall be held not more than fifteen months after the holding of the last preceding Annual General Meeting and that so long as the Company holds its first Annual General Meeting within eighteen months after its incorporation it need not hold it in the year of its incorporation or in the following year.

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

7. The Trustees may call General Meetings and, on the requisition of members pursuant to the provisions of the Act, shall forthwith proceed to convene an Extraordinary General Meeting for a date not later than eight weeks after receipt of the requisition. If there are not within the United Kingdom sufficient members of the Trustees to call a General Meeting, any member of Trustees or any member of the Company may call a General Meeting.

## NOTICE OF GENERAL MEETINGS

8. An Annual General Meeting and an Extraordinary General Meeting called for the passing of a special resolution or a resolution appointing a person as a member of the Trustees shall be called by at least twenty-one clear day's notice. All other Extraordinary General Meetings shall be called by at least fourteen clear days' notice but a General Meeting may be called by shorter notice if it is so agreed:-

(a) in the case of an Annual General Meeting, by all the members entitled to attend and vote thereat; and



(b) in the case of any other meeting by a majority in number of the members having a right to attend and vote being a majority together holding not less than ninety-five per cent of the total voting rights at the meeting of all the members.

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 be given to all the members and to the members of the Trustees and auditors.

9. 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

10. No business shall be transacted at any meeting unless a quorum is present. Three persons entitled to vote upon the business to be transacted, each being a member or a proxy for a member or a duly authorised representative of a corporation, or one tenth of the membership whichever is the greater, shall be a quorum.

11. All business shall be deemed special that is transacted at an Extraordinary General Meeting, and all that is transacted at an Annual General Meeting shall also be deemed special, with the exception of the consideration of the income and expenditure account and balance sheet, and the reports of the Trustees and of the auditors, the election of members of the Trustees in place of those retiring, and the appointment of, and fixing of the remuneration of the auditors.

12. If within half an hour from the time appointed for the holding of a General Meeting a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week, at the same time or place, or at such other place as the Chairman may appoint.

13. The Chairman (if any) of the Trustees shall preside as Chairman at every General Meeting, but if there be no such Chairman, or if at any meeting he shall not be present within fifteen minutes after the time appointed for holding the same, or shall be unwilling to preside, the members present shall choose some member of the Trustees, or if no such member be present, or if all the members of the Trustees present decline to take the chair, they shall choose some member of the Company who shall be present to preside.

14. The Chairman, may, with the consent of any 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 have been transacted at the meeting from which the adjournment took place. Whenever a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given in the same manner as of an original meeting. Save as aforesaid, the members shall not be entitled to any notice of an adjournment, or of the business to be transacted at an adjourned meeting.

15. A resolution put to the vote of a 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 Act, a poll may be demanded:-

- (a) by the Chairman; 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;

and a demand by a person as proxy for a member shall be the same as a demand by the member.

16. Unless a poll is duly demanded a declaration by the Chairman 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 the resolution.

17. The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the Chairman and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.

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

19. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman shall be entitled to a casting vote in addition to any other vote he may have.

20. A poll demanded on the election of a Chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the Chairman directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was 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.

21. No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.

22. A resolution in writing executed by or on behalf of each member who would have been entitled to vote upon it if it had been proposed at a General Meeting at which he was present shall be as effectual as if it had been passed at a General Meeting duly convened and held and may consist of several instruments in the like form each executed by or on behalf of one or more members.

## VOTES OF MEMBERS

23. On a show of hands and on a poll every member present in person or by proxy shall have one vote.

24. A member in respect of whom an order has been made by any court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder may vote, whether on a show of hands or on a poll, by his receiver, curator bonis or other person authorised in that behalf appointed by that court, and any such receiver, curator bonis or other person may, on a poll, vote by proxy. Evidence to the satisfaction of the Trustees of the authority of the person claiming to exercise the right to vote shall be deposited at the office, or at such other place as is specified in accordance with these Articles for the deposit of instruments of proxy, not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in default the right to vote shall not be exercisable.

25. No objection shall be raised to the qualification of any voter 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 Chairman whose decision shall be final and conclusive.

26. An instrument appointing a proxy shall be in writing, executed by or on behalf of the appointor 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 Company, hereby appoint

of

or failing him,

of

as my/our proxy to vote in my/our name(s) and on my/our behalf at the Annual/Extraordinary General Meeting of the Company to be held on

19 , and at any adjournment thereof.

Signed on

19 ."

27. 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 Company, hereby appoint  
of  
or failing him  
of  
as my/our proxy to vote in my/our name(s) and on my/our behalf at the  
Annual/Extraordinary General Meeting of the Company, to be held on  
19      , and at any adjournment thereof.

Resolution No.1 \*for \*against  
Resolution No.2 \*for \*against

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

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

(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

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

29. 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 Company 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 is given or the poll demanded 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.

#### TRUSTEES

30. The number of members of the Trustees shall not be less than three or until otherwise determined by General Meeting more than twenty-one.

#### POWERS OF THE TRUSTEES

31. Subject to the provisions of the Act, the Memorandum and these Articles and to any directions given by special resolution, the business of the Company shall be managed by the Trustees who may exercise all the powers of the Company. No alteration of the Memorandum or 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 these Articles and a meeting of Trustees at which a quorum is present may exercise all powers exercisable by the Trustees.

32. The Trustees may, by power of attorney or otherwise, appoint any person to be the agent of the Company for such purposes and on such conditions as they determine.

33. All cheques and negotiable instruments, and all receipts for moneys paid to the Company, shall be signed, drawn, accepted, endorsed or otherwise executed as the case may be, in such manner as the Trustees shall from time to time determine provided that all cheques shall be signed by not less than two members of the Trustees.

#### DELEGATION OF THE POWERS OF THE TRUSTEES

34. The Trustees may delegate any of their powers to any committee consisting of three or more members of the Trustees and such other persons as the Trustees may determine, provided that the majority of the members of such committees shall be members of the Trustees and that all acts and proceedings of such Committees shall be reported back to the Trustees as soon as possible and provided further that no expenditure shall be incurred by any such committee except in accordance with a budget previously agreed by the Trustees. Any such delegation may be made subject to any conditions the Trustees may impose, and either collaterally with or to the exclusion of their own powers and may be revoked or altered. Subject to any such conditions, the proceedings of a committee with two or more members shall be governed by these Articles regulating the proceedings of the Trustees so far as they are capable of applying.

#### APPOINTMENT AND RETIREMENT OF THE TRUSTEES

35. (a) Save as herein provided:

(i) At the first Annual General Meeting of the Company all the members of the Trustees shall retire from office, and at the Annual General Meeting in every subsequent year one third of the members of the Trustees for the time being, or, if their number is not three or a multiple of three, then the number nearest one-third, shall retire from office.

(ii) The members of the Trustees to retire in every year shall be those who have been longest in office since their last election, but as between persons who became members of the Trustees on the same day those to retire shall, unless they otherwise agree among themselves, be determined by lot.

(iii) A retiring member of the Trustees shall be eligible for re-election.

(iv) The Company at the meeting at which a member of the Trustees retires in manner aforesaid may fill the vacated office by electing a person thereto, and in default of the retiring member of the Trustees shall, if offering himself for re-election, be deemed to have been re-elected, unless at such meeting it is expressly resolved not to fill such vacated office or unless a resolution for the re-election of such member of the Trustees shall have been put to the meeting and lost.

(v) No person other than a member of the Trustees retiring at the meeting shall unless recommended by the members of the Trustees be eligible for election to the office of member of the Trustees at any General Meeting unless, not less than three nor more than twenty-one days before the date appointed for the meeting, there shall have been left at the registered office of the Company notice in writing, signed by a member duly qualified to attend and vote at the meeting for which such notice is given, of his intention to propose such person for election, and also notice in writing signed by that person of his willingness to be elected.

(b) The Company may from time to time by ordinary resolution increase or reduce the number of members of the Trustees, and may also determine in what rotation the increased or reduced number is to go out of office.

36. The members of the Trustees shall have power from time to time and at any time to appoint any other persons to be members of the Trustees but so that the total number of members of the Trustees shall not at any time exceed the maximum number, fixed as above, and so that no such appointment shall be effective unless two thirds of the members of the Trustees in the United Kingdom concur therein.

37. No member of the Trustees shall vacate or be required to vacate his office as member of the Trustees on or by reason of his attaining or having attained the age of seventy or any other age, and any member of the Trustees retiring or liable to retire under the provisions of these Articles and any person proposed to be appointed a member of the Trustees shall be capable of being appointed or re-appointed as a member of the Trustees notwithstanding that he has attained the age of seventy and no special notice need be given of any resolution for the appointment or re-appointment as a member of the Trustees of a person who shall have attained the age of seventy, and it shall not be necessary to give to the members of the Company notice of the age of any member of the Trustees or person proposed to be appointed or re-appointed as such.

38. No person who is not a member of the Company shall in any circumstances be eligible to hold office as a member of the Trustees.

39. The members for the time being of the Trustees may act notwithstanding any vacancy in their body; provided always that in case the members of the Trustees shall at any time be or be reduced in number to less than the minimum number prescribed by or in accordance with these presents, it shall be lawful for them to act as the Trustees for the purpose of admitting persons to membership of the Company, filling up vacancies in their body, or of summoning a General Meeting, but not for any other purpose.

#### DISQUALIFICATION OF MEMBERS OF THE TRUSTEES

40. The office of a member of the Trustees shall be vacated if:-

(a) he ceases to be an officer of the Company by virtue of any provision of the Act or he becomes prohibited by law from being an officer of the Company; or

(b) he becomes bankrupt or makes any arrangement or composition with his creditors generally; or

(c) he is, or may be, suffering from mental disorder and either:-

(i) he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, and application for admission under the Mental Health (Scotland) Act 1960; or

(ii) an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect of his property or affairs; or

(d) he resigns his office by notice to the Company; or

(e) if without leave he be absent, otherwise than on the affairs of the Company, from meetings of the Trustees for six consecutive months, and the Trustees within twelve months of the last meeting attended by him resolve that his office be vacated.

#### PROCEEDINGS OF THE TRUSTEES

41. The Trustees may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit, and determine the quorum necessary for the transaction of business. Unless otherwise determined, the quorum shall be three or one-third of the complete Trustees whichever is the greater. Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes the Chairman shall have a second or casting vote.

42. A member of the Trustees may, and on the request of a member of the Trustees the secretary shall, at any time, summon a meeting of the Trustees by notice served upon the several members of the Trustees. A member of the Trustees who is absent from the United Kingdom shall not be entitled to notice of a meeting.

43. The Trustees shall from time to time elect a Chairman who shall be entitled to preside at all meetings of the Trustees at which he shall be present, and may determine for what period he is to hold office but if no such Chairman be elected, or if at any meeting the Chairman be not present within five minutes after the time appointed for holding the meeting and willing to preside, the members of the Trustees present shall choose one of their number to be Chairman of the meeting.

44. A meeting of the Trustees at which a quorum is present shall be competent to exercise all the authorities, powers and discretions by or under these Articles for the time being vested in the Trustees generally.

45. All acts bona fide done by any meeting of the Trustees or of any committee of the Trustees, or by any person acting as a member of the Trustees, shall, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any such member or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed or had duly continued in office and was qualified to be a member of the Trustees.

46. A resolution in writing signed by all the members for the time being of the Trustees or of any committee of the Trustees who are entitled to receive notice of a meeting of the Trustees or of such committee shall be as valid and effectual as if it had been passed at a meeting of the Trustees or of such committee duly convened and constituted.

#### SECRETARY

47. Subject to the provisions of the Act, the secretary shall be appointed by the Trustees for such term, at such remuneration and upon such conditions as they may think fit; and any secretary so appointed may be removed by them. Provided always that no member of the Trustees may occupy the salaried position of secretary.

#### MINUTES

48. The Trustees shall cause minutes to be made in books kept for the purpose -

(a) of all appointments of officers made by the Trustees; and

(b) of all proceedings at meetings of the Company, and of the Trustees, and of committees of the Trustees, including the names of the members of the Trustees present at each such meeting.

#### THE SEAL

49. The seal shall only be used by the authority of the Trustees or of a committee of the 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 member of the Trustees and by the secretary or by a second member of the Trustees.

#### ACCOUNTS

50. No member shall (as such) have any right of inspecting any accounting records or other book or document of the Company except as conferred by statute or authorised by the Trustees or by ordinary resolution of the Company.



## NOTICES

51. Any notice to be given to or by any person pursuant to these Articles shall be in writing except that a notice calling a meeting of the Trustees need not be in writing.

52. The Company may give any notice 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. A member whose registered address is not within the United Kingdom and who gives to the Company an address within the United Kingdom at which notices may be given to him 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 Company.

53. A member present, either in person or by proxy, at any meeting of the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.

54. Proof that an envelope containing a notice was properly addressed, prepaid and posted 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.

## DISSOLUTION

55. Clauses 4 and 7 of the Memorandum of Association relating to the winding up or dissolution of the Company shall have effect and be observed as if the provisions thereof were repeated in these Articles.

## INDEMNITY

56. Subject to the provisions of the Act but without prejudice to any indemnity to which a member of the Trustees may otherwise be entitled, every member of the Trustees or other officer or auditor of the Company shall be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company and against all costs, charges, losses, expenses or liabilities incurred by him in the execution and discharge of his duties or in relation thereto provided that this Article shall not apply in relation to costs which a member of the Trustees is ordered to pay or of which he is deprived.

## RULES AND BYE-LAWS

57. The Company shall have power from time to time to make, alter and repeal all such Rules or Bye-Laws as they may deem necessary or expedient or convenient for the proper conduct and management of the Company and may include therein provisions defining privileges and benefits accruing to members the election of a President and Vice-President and the rights and privileges attaching to either office, the admission and retirement of members and the conditions attached thereto and the basis on which such privileges and benefits may be terminated, and the subscriptions and entrance or other fees payable, and shall adopt such means as they deem sufficient to bring to the notice of the members of the Company all such Rules or Bye-Laws, alterations, and repeals, and all such Rules or Bye-Laws so long as they shall be in force shall be binding upon all members of the Company, provided nevertheless that no Bye-Law shall be inconsistent with, or shall affect or repeal anything contained in the Memorandum or Articles of Association of the Company and that any Rule or Bye-Law may be set aside by a Special Resolution of a General Meeting of the Company.

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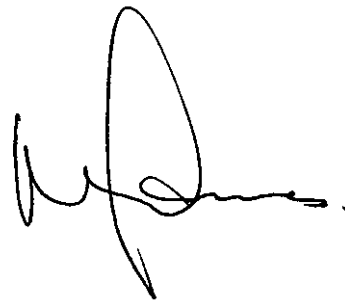
NAMES AND ADDRESSES OF SUBSCRIBERS

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DAVID ADAMS  
THE OLD VICARAGE  
PRIORS MARSTON  
RUGBY  
WARWICKSHIRE  
CV23 8RT



BRIAN KEVIN JAMES  
WESTFIELD  
BODDINGTON ROAD  
PRIORS HARDWICK  
RUGBY  
WARWICKSHIRE  
CV23 8SH



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Dated the 12<sup>TH</sup> day of DECEMBER, 1995

Witness to the above Signatures:-



ELIZABETH FRANCES WATKINS  
THE NOOK  
PRIORS MARSTON  
RUGBY  
WARWICKSHIRE  
CV23 8SA

# **PRIORS MARSTON & PRIORS HARDWICK SCHOOL LTD.**

The Old Garage  
Shuckburgh Road  
Priors Marston  
RUGBY, Warwickshire  
CV23 8RS

**THE COMPANIES ACT 1985  
AND  
THE COMPANIES ACT 1989**

**A COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL**

## **MEMORANDUM & ARTICLES OF ASSOCIATION**

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### **ADDENDUM TO MEMORANDUM & ARTICLES OF ASSOCIATION FOR PRIORS MARSTON & PRIORS HARDWICK SCHOOL LIMITED**

#### Page 2 - Paragraph 3 - Clause vii

The school shall be in the parishes of Priors Marston or Priors Hardwick and for so long as the school is in the present premises at Priors Marston to generally fulfil all the objectives enshrined in the deed of trust dated 2nd February 1849 signed by the then Earl Spencer which established the school (copy attached).

Date : 12th December 1995

# PRIORS MARSTON SCHOOL DEED

1842

Act

*I The Right Honorable Frederick Earl Spencer* under the authority of an act passed in the fifth year of the reign of Her Majesty Queen Victoria entitled "An Act to afford further facilities for the Conveyance and endowment of sites for schools" and of the Act of the eighth year of the reign of Her Present Majesty explaining the same and of every other authority enabling me **Do** hereby freely and voluntarily and without valuable consideration **Grant** and **Convey** unto the Vicar of the Parish of Priors Hardwick cum Membris in the County of Warwick and Perpetual Curate of Priors Marston in the same County and his successors **All** that piece of freehold Ground situate lying and being in Priors Marston aforesaid containing by estimation about two roods and twenty two perches and bounded on the west by the Church yard on the south by the Church Path and Village Green on the north by Land belonging to Miss Calings and on the east by Land belonging to Mr W Canning and Thomas Ivons which said piece of ground is delineated in the Map drawn in the Margin hereof together with all easements appurtenanced and Hereditaments corporal and incorporeal belonging ther-to or connected therewith and all my estate right title and interest in or to the same premises **To Hold** the same unto and to the Use of the Vicar of the said Parish of Priors Hardwick cum Membris and the Perpetual Curate of Priors Marston aforesaid and their successors for ever Upon trust to permit the said premises and all buildings thereon erected or to be erected to be for ever hereafter appropriated and used as and for a School for the Education of Children and Adults or Children only of the labouring manufacturing and other poorer Classes in the Parishes of Priors Hardwick cum Membris and for no other purpose whatsoever which said School and the Funds or Endowments thereof shall be directed controlled governed and managed in manner hereinafter specified (that is to say) I the said Frederick Earl Spencer and my Heirs and the said Vicar and Perpetual Curate for the time being and his Curate for the time being resident at Priors Marston or in the event of and when and as often as it shall happen that the two livings of Priors Hardwick and Priors Marston are not as now held by the same person then the Vicar for the time being of Priors Hardwick aforesaid and the Perpetual Curate for the time being of Priors Marston aforesaid or his Curate resident at Priors Marston aforesaid with me and my heirs as aforesaid shall have the joint and entire control management direction and government of the said School and premises and of the Funds and Endowments thereof and the selection appointment and dismissal of the Schoolmaster and Schoolmistress and their Assistants and the moral and religious superintendence of the scholars attending the said School And I declare that if at any time hereafter it shall happen that the same person being Incumbent of the two Parishes of Priors Hardwick and Priors Marston shall not appoint a Curate resident at Priors Marston aforesaid or if it shall happen from any cause whatever that there shall not be resident at Priors Marston aforesaid a Minister in Holy Orders of the Church of England duly appointed to officiate in and for the Parish of Priors Marston aforesaid then and in either of the said cases and when and as often as it shall so happen it shall and may be lawful for me and my heirs under the hand and seal of me and my heirs to appoint any one person being a member of the Church of England to assist in the joint management of the said School and control of the funds thereof with the like powers of appointment and dismissal of the Religious and Moral Superintendence in the said School And I lastly declare that no person shall be appointed or shall continue to be Master or Mistress in the said School who is not a member of the Church of England. *In witness* whereof I the said Frederick Earl Spencer have hereunto set my hand and seal this *Second* day of *February* in the Year of our Lord One thousand eight hundred and forty nine.

