

March 4th 2011 Company number 226143  
Charity number 306210

**“BRYANSTON SCHOOL”, INCORPORATED  
 (“the Company”)**

---

**Special Resolution**

---

IT IS RESOLVED THAT the draft articles of association attached to this resolution  
(and initialled by the <sup>Clerk</sup> ~~Chairman~~ for the purposes of identification) be adopted as the  
articles of association of the Company in substitution for, and to the exclusion of, the  
existing articles of association

*R. [Signature]*

Chairman

... 12/3/2011 ...

Date

WE HEREBY CERTIFY THIS TO BE A  
TRUE COPY OF THE ORIGINAL

*Farrer & Co  
LLP*

FARRER & CO. LLP  
66 LINCOLN'S INN FIELDS  
LONDON WC2A 3LH  
EXH 28/03/11

TUESDAY



A58 \*ASS9BSU0\* 223  
29/03/2011

COMPANIES HOUSE

Conformed copy

Company number 226143  
Charity number 306210

**THE COMPANIES ACTS 1985 TO 2006**

---

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

---

**ARTICLES OF ASSOCIATION**

of

**“BRYANSTON SCHOOL”, INCORPORATED**

---

**Incorporated on 26th day of November 1927**

---

As altered by Special Resolutions  
passed on 18<sup>th</sup> day of March, 1949  
and on [                      ] 2011



FARRER & CO LLP  
66 Lincoln's Inn Fields  
London WC2A 3LH  
Tel: 020 7242 2022  
Fax: 020 7242 9899  
[www.farrer.co.uk](http://www.farrer.co.uk)

Conformed copy

**Index**

<b>Clause</b>	<b>Heading</b>	<b>Page No.</b>
1.	Interpretation	1
2.	Name	2
3	Registered Office	2
4	Object	2
5.	Powers	3
6	Benefits to Members and Governors	5
7.	Members	6
8.	Appointment of Head, Bursar and Secretary, and other staff	7
9	General Meetings	7
10	Proceedings at General Meetings	8
11.	Votes of Members	9
12.	Written Resolutions	10
13	Governing Body	11
14.	Powers of Governors	12
15	Disqualification of Governors	12
16.	Re-election of Governors	13
17	Proceedings of the Governors	13
18.	Records and Accounts	15
19.	Audit	16
20.	Communication with Members	16
21.	Guarantee	17
22	Winding Up	17
23.	Exclusion of Model Articles	17



**THE COMPANIES ACTS 1985 TO 2006**

---

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

---

**ARTICLES OF ASSOCIATION**

of

**“BRYANSTON SCHOOL”, INCORPORATED**

---

As altered by Special Resolutions  
passed on 18<sup>th</sup> day of March, 1949  
and on [ ] 2011

---

**1. Interpretation**

In these Articles the words standing in the first column of the table next hereinafter contained shall bear the meaning set opposite to them respectively in the second column thereof, if not inconsistent with the subject or context.

<u>WORDS</u>	<u>MEANINGS</u>
These Articles	These Articles of Association, and the regulations of the Association from time to time in force.
The Association	The above-named Association.
Chairman	The chairman of the Governors elected pursuant to Article 17.4,
Charities Acts	The Charities Acts 1992 to 2006.
Companies Acts	The Companies Acts 1985 to 2006.
The Governors	The Council of Management or Governing Body for the time being of the Association

Member and Membership	Refer to membership of the Association
Object	The object of the Association set out in Article 4.
Office	The registered office of the Association
Seal	The common seal of the Association
Taxable Trading	Carrying on a trade or business on a continuing basis for the principal purpose of raising funds and not for the purpose of actually carrying out the Object, and the profits of which are liable to tax.
Month	Calendar month
Written or In Writing	refers to a legible document on paper or a document that can be printed onto paper including a fax message or electronic mail

And words importing the singular number only shall include the plural number, and vice versa

Words importing persons shall include corporations

Words importing the masculine gender shall include the feminine gender and vice versa

Subject as aforesaid, any words or expressions defined in the Companies Acts shall, if not inconsistent with the subject or context, bear the same meaning in these Articles.

**2. Name**

The name of the Company (hereinafter called “the Association”) is “BRYANSTON SCHOOL”, INCORPORATED

**3. Registered Office**

The registered office of the Association will be situate in England.

**4. Object**

The object of the Association is to advance the education of boys and girls by the provision of a day and boarding school in or near Blandford Forum, Dorset and by other incidental and ancillary educational activities and other associated activities for the benefit of the community.

**5. Powers**

In furtherance of the above Object but not otherwise, the Association may:-

- (a) receive donations, endowments, legacies and subscriptions either for the general purposes of the Association or for any special or limited purpose,
- (b) to award scholarships, bursaries, exhibitions and other allowances,
- (c) purchase, take on lease or in exchange, hire or otherwise acquire and deal with any real or personal property and any rights or privileges which the Association may think necessary or convenient for the promotion of its objects and to construct, restore, improve, maintain and pull down, develop, adapt, alter or otherwise deal with any such property,
- (d) sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Association (but only in accordance with the restrictions imposed by the Charities Acts);
- (e) pay any rent and other outgoings and expenses in relation to property and to execute and do all such other instruments, acts and things as may be requisite in connection with the use, maintenance, upkeep, expansion, alteration or improvement of such property,
- (f) purchase lease or hire and operate and maintain any equipment necessary or convenient for the administration of the Association,
- (g) undertake and execute charitable trusts,
- (h) borrow money on such terms and on such security as may be thought fit (but only in accordance with the restrictions imposed by the Charities Acts),
- (i) raise funds (but not by means of Taxable Trading);
- (j) establish and support, or aid in the establishment and support, of any charitable or benevolent associations or institutions and subscribe or guarantee money for charitable or benevolent associations' purposes in any way connected with the purposes of the Association or calculated to further its objects,
- (k) organise (or make grants or loans towards the costs of others organising) meetings, lectures, conference, broadcasts or courses of instruction,
- (l) publish or distribute information,
- (m) cooperate or collaborate with other bodies and engage in joint ventures;
- (n) enter into any funding or other arrangement with any government or any other authority (municipal, local or otherwise) and obtain from such

government or authority any rights, concessions, privileges, licences and permits;

- (o) make planning applications, applications for consent under bye-laws or building regulations or other similar applications,
- (p) make grants or loans of money and to give guarantees,
- (q) set aside funds for special purposes or as reserves against future expenditure,
- (r) draw, make, accept, endorse, discount, negotiate, execute and issue promissory notes, bills, cheques and other instruments and operate bank accounts,
- (s) deposit or invest funds in any manner (but invest only after obtaining advice from a Financial Expert, unless the Governors reasonably conclude that in all the circumstances it is unnecessary or inappropriate to do so, and having regard to the suitability of investments and the need for diversification);
- (t) employ a professional fund-manager in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustees Act 2000,
- (u) to arrange for investments or other property of the Association to be held in the name of a nominee (being a corporate body controlled by the Governors or by a Financial Expert acting under the instructions of the Governors) and to pay any reasonable fee required,
- (v) to insure the property of the Association against any foreseeable risk and take out other insurance policies to protect the Association when required,
- (w) to insure the Governors against the costs of a successful defence to a criminal prosecution brought against them as **Charity Trustees** or against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of trust or breach of duty, unless the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;
- (x) subject to Article 6, employ officers, employees and workers and to engage consultants, advisers, agents and volunteers;
- (y) provide and contribute to superannuation or pension funds for the officers, employees and workers of the Association or any of them or otherwise to make provision for such officers employees and workers, their widows and children,
- (aa) enter into contracts to provide services to or on behalf of other bodies;

- (bb) arrange for the amalgamation or merger of the Association with any charitable organisation the purposes of which in the opinion of the Governors are similar to the purposes of the Association either alone or as amalgamated,
- (cc) establish or acquire subsidiary companies,
- (dd) do all such other things as are incidental or the Association may think conducive to the attainment of the above objects or any of them

PROVIDED THAT in the case the Association shall take or hold any property which may be subject to any trusts the Association shall only deal with the same in such manner as allowed by law having regard to such trusts

## **6. Benefits to Members and Governors**

6 1 The income and property of the Association whencesoever derived shall be applied solely towards the promotion of the Objects and no part shall be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to Governors and no Governor shall be appointed to any office of the Association paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Association provided that nothing in this document shall prevent any payment in good faith by the Association:-

- (a) of reasonable and proper remuneration for any services or goods rendered to the Association by any officer or servant of the Association who is not a Governor of the Association,
- (b) of interest on money lent by any Governor at reasonable and proper rate per annum not exceeding two per cent less than the published Bank Lending Rate of a clearing bank to be selected by the Governors,
- (c) of fees, remuneration or benefit in money or money's worth to any company of which a Governor may also be a member holding not more than one one-hundredth part of the issued share capital of that company,
- (d) of reasonable and proper rent for property demised and let by any Governor,
- (e) to any Governor of reasonable out of pocket expenses,
- (f) of any premium in respect of any indemnity insurance under Article 5(w), or
- (g) of any remission of fees consequent to the proper award of a scholarship or bursary to a child of a Governor

6 2 Any Governor (or any Person Connected to a Governor whose remuneration might result in a Governor obtaining a Material Benefit) may enter into a contract with the Association to supply goods or services in return for a payment or other Material Benefit but only if



- (a) the goods or services are actually required by the Association,
- (b) the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in Article 17 10,
- (c) in any financial year, no more than one half of the Governors are subject to such a contract (or have a person connected to them who is subject to such a contract)

## 7. **Members**

7.1 The provisions of Section 113 of the Companies Act 2006 shall be observed by the Association

7.2 Membership of the Association shall be determined as follows

- (a) no-one other than a Governor shall be admitted to Membership, and
- (b) every Governor shall, on appointment as such, either sign a Written consent to become a Member or sign the register of Members and shall, in either case, become a Member of the Association on signature

7.3 Membership is terminated if the Member concerned

- (a) gives one month's notice In Writing of his wish to withdraw from the Association;
- (b) dies, or
- (c) ceases to be a Governor

7.4 The Governors may at any time by notice In Writing require a Member to withdraw from the Association and the person so required to withdraw shall at the expiration of one month from such notice being given cease to be a Member Provided always that no such notice shall have any validity or effect unless given pursuant to a resolution passed by the votes of not less than two-thirds of the Governors at a meeting specially convened for the purpose of which the Member in question has been given proper notice and at which he has been given a proper opportunity of attending and being heard

7.5 The rights of a Member as such shall be personal and shall not be transferable

## 8. **Appointment of Head, Bursar and Secretary, and other staff**

8.1 The Head and the Bursar and Secretary shall from time to time be appointed by and hold office at the pleasure of the Governors

8.2 Teachers shall be appointed by the Head subject to the approval of the Governors, and all other officers or servants of the School, other than the Bursar and Secretary,

shall from time to time be appointed by the Head, or in the case of support staff, the Bursar

- 8.3 The salaries or remuneration of the Head, Bursar and Secretary, teachers and other officers or servants shall from time to time be fixed by the Governors.
- 8.4 The number of staff employed, both academic and support staff, is to be monitored and approved annually by the Governors
- 8.5 Subject to any rules or regulations prescribed by or under the authority of the Governors, the choice of books, the method of teaching, the arrangement of classes and school hours, and generally the internal organisation, management and discipline of the School shall be under the control of the Head
- 8.6 Religious instruction to be given in the School shall be in accordance with the teaching of the Church of England

9. **General Meetings**

- 9.1 A General Meeting shall be held once in every year at such time and place as may be determined by the Governors, provided that every General Meeting shall be held not more than fifteen months after the holding of the last preceding meeting
- 9.2 The above-mentioned General Meetings shall be called Ordinary Meetings All other General Meetings shall be called Extraordinary Meetings
- 9.3 The Governors may call an Extraordinary Meeting whenever they think fit
- 9.4 The Governors shall call an Extraordinary Meeting whenever a requisition in writing, signed by not less than one-tenth in number of the Members of the Association, and stating the general nature of the business to be dealt with at the meeting, shall be deposited at the office of the Association A requisition may consist of several documents in like form, each signed by one or more requisitionists
- 9.5 If the Governors within twenty one days after the deposit of any such requisition, do not issue notices calling a meeting in accordance therewith for a day not more than twenty-eight days after such notices, the requisitionists, or a majority of them, may themselves convene an Extraordinary Meeting for the business described in the requisition, to be held at such time within three months from the date of such deposit and at such place as they think fit.
- 9.6 If at any such meeting a resolution requiring confirmation at another meeting is passed, the Governors shall forthwith convene a further Extraordinary Meeting for the purpose of considering the resolution, and if thought fit of confirming it as a Special Resolution, and if the Governors do not convene such further meeting within seven days from the date of the passing of the first resolution the requisitionists or a majority of them may themselves convene the meeting All meetings convened by requisitionists under this and the preceding Article shall be convened in the same manner as nearly as possible as that in which meetings are to be convened by the Governors

9 7 Fourteen clear days' written notice at the least, specifying the place, the day and the hour of meeting, and the general nature of the business to be dealt with at the meeting, shall be given in manner hereinafter mentioned to such Members of the Association as are under the provisions of these presents entitled to receive notices from the Association. But the accidental omission to give such notice to, or the non-receipt of such notice by, any Member shall not invalidate any resolution passed, or proceeding had, at any such meeting.

9 8 With the consent of 90% of the Members for the time being a General Meeting may be convened on a shorter notice than fourteen days, and in any manner they may think fit

**10. Proceedings at General Meetings**

10 1 No business shall be transacted at any General Meeting unless a quorum is present when the meeting proceeds to business. For all purposes the quorum shall be three Members personally present

10 2 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 on 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 and place, or at any such other place as the chairman of the meeting shall appoint, and if at such adjourned meeting a quorum is not present within half-an-hour from the time appointed for holding the meeting the Members present shall be a quorum.

10.3 The chairman of the meeting, with the consent of any meeting at which a quorum is present, may adjourn a meeting from time to time, and from place to place, as the meeting shall determine. Whenever a meeting is adjourned for ten days or more, notice of the adjourned meeting shall be given in the same manner as 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. 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

10 4 The Chairman shall preside 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 other Member who shall be present to preside.

10 5 At all General Meetings a resolution put to the vote of the meeting shall be decided on a show of hands by a majority of the Members present in person and entitled to vote, unless before or upon the declaration of the result of the show of hands a poll be demanded by

(a) the chairman of the meeting;

(b) at least three Members entitled to vote, or

- (c) persons representing at least 10% of the total voting rights of all the Members present at the meeting and having the right to vote on the resolution,

and unless a poll be so demanded a declaration by the chairman of the meeting that a resolution has been carried, or has been carried by a particular majority, or lost, or not carried by a particular majority, shall be conclusive, and an entry to that effect in the minute book of the Association shall be conclusive evidence thereof, without proof of the number or proportion of the votes recorded in favour of or against such resolution

- 10 6 If a poll be demanded in manner aforesaid, it shall be taken at such time and place, and in such manner, as the chairman of the meeting shall direct, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded
- 10 7 No poll shall be demanded on the election of a chairman of a meeting, or on any question of adjournment
- 10 8 In the case of an equality of votes, either on a show of hands or at the poll, the chairman of the meeting shall be entitled to a further or casting vote
- 10 9 The demand of a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded

## **11. Votes of Members**

- 11 1 Subject as hereinafter provided every Member shall have one vote
- 11 2 A person who has been appointed as proxy for more than one Member has only one vote on a show of hands
- 11 3 Save as herein expressly provided, no person other than a Member duly registered shall be entitled to be present or to vote on any question either personally or by proxy, or as proxy for another Member, at any General Meeting. The auditor of the Association shall be entitled to attend and be heard at any General Meeting
- 11 4 Votes may be given either personally or by proxy No person shall act as a proxy who is not entitled to be present and vote in his own right
- 11 5 The instrument appointing a proxy shall be in writing under the hand of the appointor, or if such appointor is a corporation under their common seal, if any, and, if none, then under the hand of some officer duly authorised in that behalf
- 11 6 The instrument appointing a proxy shall be deposited at the office at least forty-eight hours (excluding bank holidays and weekends) before the time appointed for holding the meeting at which the person named in such instrument proposes to vote, otherwise the person so named shall not be entitled to vote in respect thereof No



- (a) in the case of an Ordinary Resolution, a simple majority of all the Members have signified their agreement to it, and
  - (b) in the case of a Special Resolution, at least 75% of all the Members have signified their agreement to it
- 12.6 A proposed written resolution lapses if it is not passed before the end of 28 days beginning on the first day on which it was circulated.
- 12.7 The following may not be passed as a written resolution:
- (a) a resolution to remove a Governor before his period of office expires, and
  - (b) a resolution to remove an auditor before his period of office expires

**13. Governing Body**

- 13.1 Until otherwise determined by the Governors, the number of the Governors shall not be less than eight nor more than twenty-four
- 13.2 Any person who is willing to act as both a Governor and a Member of the Association and is permitted to be so appointed by the law and the Articles, may be appointed, by the Governors, to be a Governor
- 13.3 No remuneration shall be payable to the Governors except as provided by these Articles

**14. Powers of the Governors**

- 14.1 The business of the Association shall be managed by the Governors who may exercise all such powers of the Association, and do on behalf of the Association all such acts as may be exercised and done by the Association, and as are not by the Companies Acts or by these Articles required to be exercised or done by the Association in General Meeting, subject nevertheless to any regulations of these Articles, to the provisions of the statutes, and to such regulations, being not inconsistent with the aforesaid regulations or provisions, as may be prescribed by the Association in General Meeting, but no regulation made by the Association in General Meeting shall invalidate any prior act of the Governors which would have been valid if such regulation had not been made.
- 14.2 The continuing Governors may act notwithstanding any vacancy in their body, provided always that in case the Governors shall at any time be reduced in number to less than the minimum number prescribed by or in accordance with these Articles it shall be lawful for them to act as the Governors for the purpose of filling up vacancies in their body, or of summoning a General Meeting, but not for any other purpose
- 14.3 The Governors may from time to time by resolution appoint a temporary substitute for the Secretary, and any person so appointed shall for all the purposes of these presents be deemed during the term of his appointment to be the Secretary

- 14.4 The seal of the Association shall not be affixed to any instrument except by the authority of a resolution of the Governors, and in the presence of at least one Governor and of the Secretary, and the said Governor and the Secretary shall sign every instrument to which the seal shall be so affixed in their presence, and in favour of any purchaser or person bona fide dealing with the Association such signatures shall be conclusive of the fact that the seal has been properly affixed
- 14.5 Cheques on the Association's bankers, until otherwise from time to time resolved upon by the Governors, shall be signed by at least one Governor and countersigned by the Secretary. The Association's banking account shall be kept with such banker or bankers as the Governors shall from time to time determine

**15. Disqualification of Governors**

The office of a Governor shall be vacated if he or she -

- (a) is disqualified under the Charities Acts from acting as a Charity Trustee,
- (b) is incapable, whether mentally or physically, of managing his or her own affairs;
- (c) is removed by a resolution of the other Governors on the basis that the Governor in question has failed to attend three consecutive meetings of the Governors without consent,
- (d) ceases to be a Member,
- (e) resigns by **Written** notice to the Governors (but only if at least two Governors will remain in office), or
- (f) is removed by ordinary resolution at a General Meeting after the meeting has invited the views of the Governor concerned and considered the matter in the light of any such views

**16. Re-election of Governors**

- 16.1 Subject to earlier termination under Article 15 a Governor shall hold office for a period of two years.
- 16.2 A retiring Governor shall be eligible for re-election.
- 16.3 The Governors shall, when a Governor retires in manner aforesaid or following a vacancy arising pursuant to Article 15, fill up the vacated office of each Governor by election of a person thereto, unless the Governors determine (subject to Article 13.1) to reduce the number of Governors
- 16.4 Subject to Article 13.1 the Governors may from time to time increase or reduce the number of Governors, and may make appointments necessary for effecting any such increase

**17. Proceedings of the Governors**

- 17.1 The Governors 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, three shall be a quorum. 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.
- 17.2 A meeting of the Governors may be held either in person or by suitable electronic means agreed by the Governors in which all participants may communicate with all the other participants.
- 17.3 On the request of a Governor the Secretary shall, at any time, summon a meeting of the Governors by notice served upon all the Governors.
- 17.4 The Governors shall from time to time elect a Chairman who shall preside at all meetings of the Governors 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 a meeting, the Governors present shall choose some one of their number to be chairman of the meeting.
- 17.5 A meeting of the Governors for the time being at which a quorum is present shall be competent to exercise all the authorities, powers and discretions by or under the regulations of the Association for the time being vested in the Governors generally.
- 17.6 The Governors may delegate any of their powers to committees consisting of such Governor or Governors as they think fit, and any committee so formed shall conform to any regulations imposed on it by the Governors. The meetings and proceedings of any such committee shall be governed by the provisions of these Articles for regulating the meetings and proceedings of the Governors so far as applicable and so far as the same shall not be superseded by any regulations made by the Governors as aforesaid.
- 17.7 All acts bona fide done by any meeting of the Governors or of any committee of the Governors, or by any person acting as a Governor, shall, notwithstanding it be afterwards discovered that there was some defect in the appointment of any such Governor or person acting aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Governor.
- 17.8 The Governors shall cause proper minutes to be made of the proceedings of all meetings of the Association and of the Governors and of committees of the Governors, and all business transacted at such meetings, and any such minute of any meeting, if purporting to be signed by the chairman of such meeting, or by the chairman of the next succeeding meeting, shall be conclusive evidence without any further proof of the facts therein stated.



- 17 9 A resolution in writing signed by all the Governors for the time being or of any committee of the Governors shall be as valid and effectual as if it had been passed at a Meeting of the Governors or of such committee duly convened and constituted
- 17 10 Whenever a Governor has a **Personal Interest** in a matter to be discussed at a meeting of the Governors or a committee the Governor concerned must
- (a) declare an interest before discussion begins on the matter,
  - (b) withdraw from the meeting for that item unless expressly invited to remain in order to provide information,
  - (c) not be counted in the quorum for that part of the meeting;
  - (d) withdraw during the vote and have no vote on the matter
- 17 11 If a conflict of interests arises for a Governor and the conflict is not authorised by Article 17 12, the unconflicted Governors may authorise such a conflict of interests provided that:
- (a) the procedure in Article 17.10 is followed;
  - (b) authorisation will not result in any direct or indirect **Material Benefit** being conferred on any Trustee or any **Person Connected to a Trustee**; and
  - (c) the unconflicted Governors consider it is in the best interests of the Association to authorise the conflict of interest in the circumstances
- 17 12 Conflicts of interest which arise in relation to benefits allowed under Article 6 are authorised automatically and need not be separately authorised pursuant to Article 17 11.

## 18. Records and Accounts

- 18.1 The Governors must comply with the requirements of the Companies Acts and of the Charities Acts as to the keeping of statutory books, financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:
- (a) annual reports,
  - (b) annual returns, and
  - (c) annual statements of account.
- 18 2 The Governors must keep proper records of
- (a) all resolutions of Members passed otherwise than at a general meeting,

- (b) all proceedings at general meetings,
  - (c) all proceedings at meetings of the Governors,
  - (d) all reports of committees; and
  - (e) all professional advice obtained
- 18.3 The records referred to in Articles 18.2(a), 18.2(b) and 18.2(c) must be kept for 10 years from the date of the resolution, general meeting or Governors' meeting, as relevant
- 18.4 Accounting records relating to the Association must be made available for inspection by any Governor at any reasonable time during normal office hours.
- 18.5 A copy of the Association's latest available statement of account or annual report must be supplied on request to any Governor, free of charge. A copy of either document must also be supplied within two months to any other person who makes a written request for it and pays the Association's reasonable costs.
- 18.6 The books of account shall be kept at the Office, or at such other place or places as the Governors shall think fit
- 18.7 Once at least in every year the Governors shall lay before the Association in General Meeting a statement of the income and expenditure of the past year made up to an annual accounting date fixed by the Governors, but being not earlier than the date of the meeting by more than nine (9) months. A balance sheet shall in every year be made up and audited as at the same accounting date as aforementioned and laid before the Association in General Meeting.
- 18.8 Every such statement shall be accompanied by a Report of the Governors and Auditors thereon and a copy of such statement, balance sheet, and reports shall fourteen days before the Meeting be served on the Members in the manner in which notices are hereinafter directed to be served.

**19. Audit**

Once at least in every year the accounts of the Association shall be examined and the correctness of the statement and balance sheet ascertained by one or more properly qualified Auditor or Auditors

**20. Communication with Members**

- 20.1 The Association may validly send or supply any document (including any notice) or information to a Member:
- (a) by delivering it by hand to the address recorded for the Member in the register of Members;

- (b) by sending it by post or courier in an envelope (with postage or delivery paid) to the address recorded for the Member in the register of Members,
- (c) by fax to a fax number notified by the Member In Writing,
- (d) by electronic mail to an email address notified by the Member In Writing, or
- (e) by means of a website the address of which has been notified to the Member In Writing,

in accordance with the provisions of the Companies Acts.

20 2 Members may validly send any notice or document to the Association:

- (a) by post to
  - (i) the Office; or
  - (ii) any other address specified by the Association for such purposes,
- (b) to any fax number or email address provided by the Association for such purposes

## 21. **Guarantee**

21 1 The liability of the Members is limited

21 2 Every Member of the Association undertakes to contribute to the assets of the Association, in the event of the same being wound up during the time that he is a Member, or within one year afterwards, for payment of the debts and liabilities of the Association contracted before the time at which he ceases to be a Member, and of the costs, charges and expenses of winding up the same, and for the adjustment of the rights of the contributories amongst themselves, such amount as may be required not exceeding £1.

## 22. **Winding Up**

If upon the winding up or dissolution of the Association 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 Association, but shall be given or transferred to some other institution or institutions having objects similar to the objects of the Association, 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 Association under or by virtue of Article 6 hereof, such institution or institutions to be determined by the Members of the Association at or before the time of dissolution, or in default thereof by the Charity Commission, and if and so far as effect cannot be given to such provision, then to some charitable object

## 23. **Exclusion of Model Articles**

---

The model articles set out in Schedule 1 of the Companies (Model Articles) Regulations 2008 do not apply to the Association