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

Company Number **11294870**

The Registrar of Companies for England and Wales, hereby certifies that

CFSL TRUSTEE LIMITED

is this day incorporated under the Companies Act 2006 as a private company, that the company is limited by guarantee, and the situation of its registered office is in England and Wales

Given at Companies House, Cardiff, on **5th April 2018**



* N11294870J *



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**



Companies House

IN01(ef)

Application to register a company



Received for filing in Electronic Format on the: **04/04/2018**

X735OC0P

Company Name in full: **CFSL TRUSTEE LIMITED**

Company Type: **Private company limited by guarantee**

Situation of Registered Office: **England and Wales**

Proposed Registered Office Address: **COWPER STREET
LONDON
UNITED KINGDOM EC2A 4SH**

Sic Codes: **85310**

Proposed Officers

Company Secretary *1*

Type: **Person**
Full Forename(s): **MR JOHN CAMERON**
Surname: **CLARK**
Service Address: **recorded as Company's registered office**

The subscribers confirm that the person named has consented to act as a secretary.

Company Director 1

Type: **Person**
Full Forename(s): **MR CLIVE**
Surname: **ARDING**
Service Address: **recorded as Company's registered office**
Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: ****/12/1946** *Nationality:* **BRITISH**

Occupation: **RETIRED
CHARTERED
SURVEYOR**

The subscribers confirm that the person named has consented to act as a director.

Company Director 2

Type: **Person**
Full Forename(s): **MR KEITH**
Surname: **BOTTOMLEY**
Service Address: **recorded as Company's registered office**
Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: ****/04/1965** *Nationality:* **BRITISH**

Occupation: **BANKING AND
COMMUNICATIONS
PROFESSIONAL**

The subscribers confirm that the person named has consented to act as a director.

Company Director 3

Type: **Person**
Full Forename(s): **MR JOHN**
Surname: **CRUSE**
Service Address: **recorded as Company's registered office**
Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: ****/12/1954** Nationality: **BRITISH**
Occupation: **RETIRED**

The subscribers confirm that the person named has consented to act as a director.

Company Director 4

Type: **Person**
Full Forename(s): **MR NIGEL**
Surname: **FLETCHER**
Service Address: **recorded as Company's registered office**
Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: ****/05/1942** Nationality: **BRITISH**
Occupation: **RETIRED**

The subscribers confirm that the person named has consented to act as a director.

Company Director 5

Type: **Person**
Full Forename(s): **MR BARRINGTON**
Surname: **GOODEN**
Service Address: **recorded as Company's registered office**
Country/State Usually **UNITED KINGDOM**
Resident:

Date of Birth: ****/07/1960** *Nationality:* **BRITISH**
Occupation: **EDUCATION**
 BUILDING
 CONSULTANT

The subscribers confirm that the person named has consented to act as a director.

Company Director 6

Type: **Person**
Full Forename(s): **LORD LESLIE**
Surname: **GRIFFITHS**
Service Address: **recorded as Company's registered office**
Country/State Usually **UNITED KINGDOM**
Resident:

Date of Birth: ****/02/1942** *Nationality:* **BRITISH**
Occupation: **RETIRED**
 METHODIST
 MINISTER

The subscribers confirm that the person named has consented to act as a director.

Company Director 7

Type: **Person**
Full Forename(s): **MR CHRIS**
Surname: **GURNEY**
Service Address: **recorded as Company's registered office**
Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: ****/12/1981** *Nationality:* **BRITISH**
Occupation: **DIRECTOR OF PROGRAMMES**

The subscribers confirm that the person named has consented to act as a director.

Company Director 8

Type: **Person**
Full Forename(s): **MR ROBERT**
Surname: **HOWARD**
Service Address: **recorded as Company's registered office**
Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: ****/01/1971** *Nationality:* **BRITISH**
Occupation: **INVESTMENT MANAGER**

The subscribers confirm that the person named has consented to act as a director.

Company Director 9

Type: **Person**
Full Forename(s): **MS DILNAZ**
Surname: **KHAMBATA LAVERACK**
Former Names: **DILNAZ KHAMBATA**
Service Address: **recorded as Company's registered office**
Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: ****/03/1968** *Nationality:* **BRITISH**
Occupation: **MANAGEMENT
CONSULTANT**

The subscribers confirm that the person named has consented to act as a director.

Company Director 10

Type: **Person**
Full Forename(s): **MR SHAHID**
Surname: **MALIK**
Service Address: **recorded as Company's registered office**
Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: ****/10/1954** *Nationality:* **BRITISH**
Occupation: **BUSINESSMAN**

The subscribers confirm that the person named has consented to act as a director.

Company Director 11

Type: **Person**
Full Forename(s): **MS MARY**
Surname: **MOORE**
Service Address: **recorded as Company's registered office**
Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: ****/11/1946** Nationality: **BRITISH**
Occupation: **RETIRED
TEACHER**

The subscribers confirm that the person named has consented to act as a director.

Company Director 12

Type: **Person**
Full Forename(s): **MR FRANCIS**
Surname: **SUMNER**
Service Address: **recorded as Company's registered office**
Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: ****/10/1942** Nationality: **BRITISH**
Occupation: **RETIRED
SOLICITOR**

The subscribers confirm that the person named has consented to act as a director.

Company Director 13

Type: **Person**
Full Forename(s): **MR STEPHEN**
Surname: **BROWN**
Service Address: **18 ELM PARK ROAD
WINCHMORE HILL
LONDON
UNITED KINGDOM N21 2HN**
Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: ****/09/1965** *Nationality:* **BRITISH**
Occupation: **HEAD OF
INTERNAL
AUDIT**

The subscribers confirm that the person named has consented to act as a director.

Persons with Significant Control (PSC)

Statement of no PSC

The company knows or has reason to believe that there will be no registerable Person with Significant Control or Relevant Legal Entity (RLE) in relation to the company

Statement of Guarantee

I confirm that if the company is wound up while I am a member, or within one year after I cease to be a member, I will contribute to the assets of the company by such amount as may be required for:

- payments of debts and liabilities of the company contracted before I cease to be a member;
- payments of costs, charges and expenses of winding up, and;
- adjustment of the rights of the contributors among ourselves, not exceeding the specified amount below.

Name: **CLIVE ARDING**

Address **COWPER STREET
LONDON
UNITED KINGDOM
EC2A 4SH**

Amount Guaranteed **£1.00**

Name: **KEITH BOTTOMLEY**

Address **COWPER STREET
LONDON
UNITED KINGDOM
EC2A 4SH**

Amount Guaranteed **£1.00**

Name: **JOHN CRUSE**

Address **COWPER STREET
LONDON
UNITED KINGDOM
EC2A 4SH**

Amount Guaranteed **£1.00**

Name: **BARRINGTON GOODEN**

Address **COWPER STREET
LONDON
UNITED KINGDOM
EC2A 4SH**

Amount Guaranteed **£1.00**

Name: **LESLIE GRIFFITHS**

Address **COWPER STREET
LONDON
UNITED KINGDOM
EC2A 4SH**

Amount Guaranteed **£1.00**
Name: **CHRIS GURNEY**

Address **COWPER STREET
LONDON
UNITED KINGDOM
EC2A 4SH**

Amount Guaranteed **£1.00**
Name: **ROBERT HOWARD**

Address **COWPER STREET
LONDON
UNITED KINGDOM
EC2A 4SH**

Amount Guaranteed **£1.00**
Name: **DILNAZ KHAMBATA LAVERACK**

Address **COWPER STREET
LONDON
UNITED KINGDOM
EC2A 4SH**

Amount Guaranteed **£1.00**
Name: **SHAHID MALIK**

Address **COWPER STREET
LONDON
UNITED KINGDOM
EC2A 4SH**

Amount Guaranteed **£1.00**
Name: **MARY MOORE**

Address **COWPER STREET
LONDON
UNITED KINGDOM
EC2A 4SH**

Amount Guaranteed **£1.00**
Name: **FRANCIS SUMNER**

Address **COWPER STREET
LONDON
UNITED KINGDOM
EC2A 4SH**

Amount Guaranteed **£1.00**
Name: **NIGEL FLETCHER**

Address **COWPER STREET
LONDON
UNITED KINGDOM
EC2A 4SH**

Amount Guaranteed **£1.00**

Name: **STEPHEN BROWN**

Address **18 ELM PARK ROAD
WINCHMORE HILL
LONDON
UNITED KINGDOM
N21 2HN**

Amount Guaranteed **£1.00**

Statement of Compliance

I confirm the requirements of the Companies Act 2006 as to registration have been complied with.

Authorisation

Authoriser Designation: **subscriber**

Authenticated **YES**

The Companies Act 2006

Company Limited by Guarantee and not having a Share Capital

Memorandum of Association of CFSL Trustee Limited

Each subscriber to this Memorandum of Association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company.

Name of each subscriber

Authentication by each subscriber

Lord Griffiths of Pembrey & Burry Port

Clive Arding

Francis Sumner

Nigel Fletcher

Barrington Gooden

Shahid Malik

John Cruse

Mary Moore

Robert Howard

Chris Gurney

Keith Bottomley

Dilnaz Khambata Laverack

Stephen Brown

Dated 4 April 2018

The Companies Act 2006

Company Limited by Guarantee and not having a Share Capital

Articles of Association

of

CFSL Trustee Limited

Bates Wells & Braithwaite London LLP
10 Queen Street Place
London EC4R 1BE
(Telephone: 020 7551 7777)
www.bwbllp.com

The Companies Act 2006

Company Limited by Guarantee and not having a Share Capital

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The Companies Act 2006

Company Limited by Guarantee and not having a Share Capital

Articles of Association of CFSL Trustee Limited

INTERPRETATION

1. Defined terms

The interpretation of these Articles is governed by the provisions set out in the Schedule at the end of the Articles.

OBJECTS AND POWERS

2. Objects

The objects of the Company are to act as trustee of The Central Foundation Schools of London, registered charity in England and Wales (312695) (the "Charity").

3. Powers

- 3.1 The Company has the power to do all such things as are incidental or conducive to the furtherance of its objects, and in particular, but without limitation, may borrow or raise or secure the payment of money for any purpose including for the purposes of investment or of raising funds.

NON-PROFIT STATUS

4. Limitation on private benefits

- 4.1 The income and property of the Company shall be applied solely towards the promotion of its objects.
- 4.2 The Directors shall serve without compensation but the Company may authorise the payment of all necessary and reasonable expenses of the Directors in attending meetings of the Company and in performing other official duties assigned to them by the Company.

Permitted benefits to Members, Directors and persons Connected

- 4.3 Except as provided below no part of the income and property of the Company may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any Member, Director or persons Connected. This shall not prevent any payment in good faith by the Company to a Director or persons Connected that is authorised by the Scheme.
- 4.4 A Director or a person Connected to a Director may be reimbursed by the Company for, or may pay out of the Company's property, reasonable expenses properly incurred by him or her when acting on behalf of the Company.

LIMITATION OF LIABILITY AND INDEMNITY

5. Liability of Members

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

- 5.1.1 payment of the Company's debts and liabilities contracted before he, she or it ceases to be a Member;
- 5.1.2 payment of the costs, charges and expenses of winding up; and
- 5.1.3 adjustment of the rights of the contributories among themselves.

6. Indemnity

Without prejudice to any indemnity to which a Director may otherwise be entitled, every Director of the Company shall be indemnified out of the assets of the Company in relation to any liability incurred by him or her in that capacity but only to the extent permitted by the Companies Acts; and every other officer of the Company may be indemnified out of the assets of the Company in relation to any liability incurred by him or her in that capacity, but only to the extent permitted by the Companies Acts.

DIRECTORS

DIRECTORS' POWERS AND RESPONSIBILITIES

7. Directors' general authority

Subject to the Articles, the Directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.

8. Chairman and Vice Chairman

The Directors shall appoint a Chairman and Vice Chairman from among their number for such term of office as the Directors shall determine and may at any time remove the Chairman or Vice Chairman from their respective offices.

9. Directors may delegate

9.1 Subject to the Articles, the Directors may delegate any of their powers or functions to any committee provided such committee shall consist of two or more directors.

9.2 Subject to the Articles, the Directors may delegate the implementation of their decisions or day to day management of the affairs of the Company to any person or committee.

9.3 Any delegation by the Directors may be:

9.3.1 by such means;

9.3.2 to such an extent;

9.3.3 in relation to such matters or territories; and

9.3.4 on such terms and conditions;

as they think fit.

9.4 If the Directors so specify, any such delegation may authorise further delegation of the relevant powers, functions, implementation of decisions or day to day management by any person to whom they are delegated.

9.5 The Directors may revoke any delegation in whole or part, or alter its terms and conditions.

9.6 The Directors 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.

10. Committees

- 10.1 In the case of delegation to committees:
- 10.1.1 the resolution making the delegation must specify those who shall serve or be asked to serve on the committee (although the resolution may allow the committee to make co-options up to a specified number);
 - 10.1.2 the composition of any committee shall be entirely in the discretion of the Directors and may comprise such of their number (if any) as the resolution may specify;
 - 10.1.3 the deliberations of any committee must be reported regularly to the Directors and any resolution passed or decision taken by any committee must be reported promptly to the Directors and every committee must appoint a secretary for that purpose;
 - 10.1.4 the Directors may make such regulations and impose such terms and conditions and give such mandates to any committee as they may from time to time think fit; and
 - 10.1.5 no committee shall knowingly incur expenditure or liability on behalf of the Company except where authorised by the Directors or in accordance with a budget which has been approved by the Directors.
- 10.2 The meetings and proceedings of any committee shall be governed by the Articles below which regulate the meetings and proceedings of the Directors so far as they apply and are not superseded by any regulations made by the Directors.

11. Delegation of day to day management powers

- 11.1 In the case of delegation of the day to day management of the Company to the executive director or other manager or managers:
- 11.1.1 the delegated power shall be to manage the Company by implementing the policy and strategy adopted by and within a budget approved by the Directors and (if applicable) to advise the Directors in relation to such policy, strategy and budget;
 - 11.1.2 the Directors shall provide any manager with a description of his or her role and the extent of his or her authority; and
 - 11.1.3 any manager must report regularly to the Directors on the activities undertaken in managing the Company and provide them regularly with management accounts which are sufficient to explain the results of operation and the financial position of the Company.

DECISION-MAKING BY DIRECTORS

12. Directors to take decisions collectively

- 12.1 Any decision of the Directors must be either:
- 12.1.1 by decision of a majority of the Directors present and voting at a quorate Directors' meeting (subject to Article 17); or
 - 12.1.2 a unanimous decision taken in accordance with Article 18.

13. Calling a Directors' meeting

- 13.1 The Chairman, or any two Directors, may (and the Secretary, if any, must at the request of two Directors) call a Directors' meeting.

- 13.2 A Directors' meeting must be called by at least seven Clear Days' notice unless either:
- 13.2.1 all the Directors agree; or
 - 13.2.2 urgent circumstances require shorter notice.
- 13.3 Notice of Directors' meetings must be given to each Director.
- 13.4 Every notice calling a Directors' meeting must specify:
- 13.4.1 the place, day and time of the meeting;
 - 13.4.2 the general nature of the business to be considered at such meeting; and
 - 13.4.3 if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- 13.5 Notice of Directors' meetings need not be in Writing.
- 13.6 Notice of Directors' meetings may be sent by Electronic Means to an Address provided by the Director for the purpose.

14. Participation in Directors' meetings

- 14.1 Subject to the Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when:
- 14.1.1 the meeting has been called and takes place in accordance with the Articles; and
 - 14.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 14.2 In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.
- 14.3 If all the Directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

15. Quorum for Directors' meetings

- 15.1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 15.2 The quorum for Directors' meetings shall be six Directors.
- 15.3 If the total number of Directors for the time being is less than the quorum required, the Directors must not take any decision other than a decision:
- 15.3.1 to appoint further Directors; or
 - 15.3.2 to call a general meeting so as to enable the Members to appoint further Directors.

16. Chairing of Directors' meetings

The Chairman (if any) shall preside at each meeting of the Directors. In his or her absence, the Vice Chairman (if any) shall preside. In the absence of the Vice Chairman, another Director elected by the Directors present at the meeting shall preside.

17. Casting Vote

- 17.1 If the numbers of votes for and against a proposal at a Directors' meeting are equal, the chair of the meeting has a casting vote in addition to any other vote he or she may have.
- 17.2 Article 17.1 does not apply if, in accordance with the Articles, the chair of the meeting is not to be counted as participating in the decision-making process for quorum or voting purposes.

18. Unanimous decisions without a meeting

- 18.1 A decision is taken in accordance with this Article when all of the Directors indicate to each other by any means (including without limitation by Electronic Means, such as by e-mail or telephone) that they share a common view on a matter. The Directors cannot rely on this Article to make a decision if one or more of the Directors has a conflict of interest or duty which, under Article 19, results in them not being entitled to vote.
- 18.2 Such a decision may, but need not, take the form of a resolution in Writing, copies of which have been signed by each Director or to which each Director has otherwise indicated agreement in Writing.

19. Conflicts of interest

Declaration of interests

- 19.1 Unless Article 19.2 applies, a Director must declare the nature and extent of:
- 19.1.1 any direct or indirect interest which he or she has in a proposed transaction or arrangement with the Company or Charity; and
- 19.1.2 any duty or any direct or indirect interest which he or she has which conflicts or may conflict with the interests of the Company or Charity or his or her duties to the Company or Charity.
- 19.2 There is no need to declare any interest or duty of which the other Directors are, or ought reasonably to be, already aware.

Participation in decision-making

- 19.3 If a Director's interest or duty cannot reasonably be regarded as likely to give rise to a conflict of interest or a conflict of duties with or in respect of the Company or Charity, he or she is entitled to participate in the decision-making process, to be counted in the quorum and to vote in relation to the matter. Any uncertainty about whether a Director's interest or duty is likely to give rise to a conflict shall be determined by a majority decision of the other Directors taking part in the decision-making process.
- 19.4 If a Director's interest or duty gives rise (or could reasonably be regarded as likely to give rise) to a conflict of interest or a conflict of duties with or in respect of the Company or Charity, he or she may participate in the decision-making process and may be counted in the quorum and vote unless:
- 19.4.1 the decision could result in the Director or any person Connected with him or her receiving a benefit other than:
- (a) any benefit received in his, her or its capacity as a beneficiary of the Charity and which is permitted by the trusts of the Charity and is available generally to the beneficiaries of the Charity;
- (b) payments in accordance with Articles 4.3 and 4.4; and

(c) payment under the indemnity set out at Article 6; or

19.4.2 a majority of the other Directors participating in the decision-making process decide to the contrary;

in which case he or she must comply with Article 19.5.

19.5 If a Director with a conflict of interest or conflict of duties is required to comply with this Article 19.5, he or she must:

19.5.1 take part in the decision-making process only to such extent as in the view of the other Directors is necessary to inform the debate;

19.5.2 not be counted in the quorum for that part of the process; and

19.5.3 withdraw during the vote and have no vote on the matter.

Continuing duties to the Company

19.6 Where a Director has a conflict of interest or conflict of duties and the Director has complied with his or her obligations under these Articles in respect of that conflict:

19.6.1 the Director shall not be in breach of his or her duties to the Company by withholding confidential information from the Company if to disclose it would result in a breach of any other duty or obligation of confidence owed by him or her; and

19.6.2 the Director shall not be accountable to the Company for any benefit expressly permitted under these Articles which he or she or any person Connected with him or her derives from any matter or from any office, employment or position.

20. Register of Directors' interests

The Directors must ensure a register of Directors' interests is kept. A Director must declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the Company or in any transaction or arrangement entered into by the Company which has not previously been declared.

21. Validity of Director actions

All acts done by a person acting as a Director shall, even if afterwards discovered that there was a defect in his or her appointment or that he or she was disqualified from holding office or had vacated office, be as valid as if such person had been duly appointed and was qualified and had continued to be a Director. For the avoidance of doubt, such a Director shall be entitled to an indemnity under Article 6.

APPOINTMENT AND RETIREMENT OF DIRECTORS

22. Number of Directors

There shall be a minimum of six and a maximum of eighteen Directors, comprising up to eight nominated Directors ("**Nominated Directors**") and up to ten co-opted Directors ("**Co-opted Directors**"), appointed in accordance with Article 23.

23. Appointment and Retirement of Directors

23.1 Those persons notified to the Registrar of Companies as the first directors of the Company shall be known as the First Directors.

Nominated Directors

- 23.2 The Nominated Directors shall be appointed as follows:
- 23.2.1 up to two may be appointed by the Senate of the University of London;
 - 23.2.2 one may be appointed by the Parochial Church Council of the ecclesiastical parish of St Botolph Without (Bishopsgate);
 - 23.2.3 one may be appointed by the Governors of the Bank of England;
 - 23.2.4 one may be appointed by the Corporation of the City of London;
 - 23.2.5 one may be appointed by the London Chamber of Commerce and Industry;
 - 23.2.6 one may be appointed by the trustees of the Dulwich Estate; and
 - 23.2.7 one may be appointed by the Wardmote of the ward of Bishopsgate.
- 23.3 Any appointment must be made according to the ordinary practice of the appointing body.
- 23.4 Each body entitled to appoint a Director under Article 23.2 shall have the right from time to time by written notice delivered to the Company to remove any Nominated Director appointed by that body and to appoint a replacement Nominated Director.
- 23.5 The appointment of a Nominated Director will be effective from the later of:
- 23.5.1 the date of the vacancy; and
 - 23.5.2 the date on which the Company receives written notification of the appointment.
- 23.6 A Nominated Director need not be a member of the relevant appointing body.
- 23.7 The Directors or the Secretary, if any, must promptly report any vacancy in the office of Nominated Director to the body entitled to appoint the Nominated Director.

Co-opted Directors

- 23.8 Subject to Article 23.1, any person who is willing to act as a Director, and who would not be disqualified from acting under the provisions of Article 24, may be appointed to be a Co-opted Director by a decision of the Directors.
- 23.9 At least one Co-opted Director shall be a former pupil of one of the Schools.

Terms of office

- 23.10 Save for the First Directors, each appointment of a Nominated Director will be for four years.
- 23.11 Save for the First Directors, each appointment of a Co-opted Director shall be for a term of four years.
- 23.12 To ensure that all of the First Directors are not required to retire at the same time, the First Directors shall retire on such date(s) as they would have retired had they continued to be trustees of the Charity. Thereafter, the term of office of a re-appointed First Director shall be four years.

Maximum term

- 23.13 Retiring Directors may be reappointed but a Director who has served for three consecutive terms of office must take a break from office and may not be reappointed until the anniversary of the commencement of his or her break from office.
- 23.14 If the retirement of a Director causes the number of Directors to fall below that set out in Article 22 then the retiring Director shall remain in office until a new appointment is made.

General

- 23.15 A Director may not appoint an alternate director or anyone to act on his or her behalf at meetings of the Directors.

24. Termination of Director's appointment

- 24.1 A person ceases to be a Director as soon as:
- 24.1.1 that person ceases to be a director by virtue of any provision of the Companies Act 2006, or is prohibited from being a director by law, or is disqualified from acting as a trustee by virtue of section 178 of the Charities Act 2011;
 - 24.1.2 a bankruptcy order is made against that person, or an order is made against that person in individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;
 - 24.1.3 a composition is made with that person's creditors generally in satisfaction of that person's debts;
 - 24.1.4 the Directors reasonably believe he or she is suffering from mental disorder and incapable of acting and they resolve that he or she be removed from office;
 - 24.1.5 written notification is received by the Company from the Director that the Director is resigning from office (giving not less than one month's notice), and such resignation has taken effect in accordance with its terms (but only if at least six Directors will remain in office when such resignation has taken effect);
 - 24.1.6 in respect of a Nominated Director, the Company receives written notification that he or she has been removed by the body which appointed him or her pursuant to Article 23.4
 - 24.1.7 he or she is absent without the permission of the Directors from all Directors' meetings held within a period of six months and the Directors resolve that he or she be removed from office;
 - 24.1.8 at a meeting of the Directors at which at least half of the Directors are present, a resolution is passed that he or she be removed from office; or
 - 24.1.9 he or she ceases to be a Member of the Company,

MEMBERS

BECOMING AND CEASING TO BE A MEMBER

25. Directors as Members

- 25.1 The Directors from time to time shall be the only Members of the Company.
- 25.2 A Director shall become a Member on becoming a Director. All new Directors are treated as having agreed to become Members of the Company.

25.3 The names of the Members of the Company must be entered in the register of Members.

26. Termination of membership

26.1 A Member shall cease to be a member if he or she ceases to be a Director.

26.2 Membership is not transferable and shall cease on death.

DECISION-MAKING BY MEMBERS

27. Members' Meetings

Members' meetings shall be held in accordance with the provisions regarding such meetings in the Companies Acts.

28. Quorum

The quorum at Members' meetings shall be the same as the quorum at Directors' meetings.

29. General meetings

The Chairman or any two Directors may call a general meeting of the Members at any time.

30. Written Resolutions

The Members may pass a resolution by way of a written resolution in accordance with the provisions regarding such resolutions in the Companies Acts.

ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS

31. Communications by the Company

Methods of communication

31.1 Subject to the Articles and the Companies Acts, any Document or information (including any notice, report or accounts) sent or supplied by the Company under the Articles or the Companies Acts may be sent or supplied in any way in which the Companies Act 2006 provides for Documents or information which are authorised or required by any provision of that Act to be sent or supplied by the Company, including without limitation:

31.1.1 in Hard Copy Form;

31.1.2 in Electronic Form; or

31.1.3 by making it available on a website.

31.2 A Document or information may only be sent or supplied in Electronic Form or by making it available on a website if the recipient has agreed that it may be sent or supplied in that form or manner or is deemed to have so agreed under the Companies Acts (and has not revoked that agreement).

31.3 Subject to the Articles, any notice or Document to be sent or supplied to Directors in connection with the taking of decisions by Directors may also be sent or supplied by the means which that Director has asked to be sent or supplied with such notices or Documents for the time being.

Deemed delivery

31.4 A Member present in person or by proxy at a meeting of the Company shall be deemed to have received notice of the meeting and the purposes for which it was called.

31.5 Where any Document or information is sent or supplied by the Company to the Members:

31.5.1 where it is sent by post it is deemed to have been received 48 hours (including Saturdays, Sundays, and Public Holidays) after it was posted;

31.5.2 where it is sent or supplied by Electronic Means, it is deemed to have been received on the same day that it was sent;

31.5.3 where it is sent or supplied by means of a website, it is deemed to have been received:

(a) when the material was first made available on the website; or

(b) if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.

Subject to the Companies Acts, a Director or any other person may agree with the Company that notices or Documents sent to that person in a particular way are deemed to have been received within a specified time, and for the specified time to be less than 48 hours.

Failed delivery

31.6 Where any Document or information has been sent or supplied by the Company by Electronic Means and the Company receives notice that the message is undeliverable:

31.6.1 if the Document or information has been sent to a Member and is notice of a general meeting of the Company, the Company is under no obligation to send a Hard Copy of the Document or information to the Member's postal address as shown in the Company's register of Members, but may in its discretion choose to do so;

31.6.2 in all other cases, the Company shall send a Hard Copy of the Document or information to the Member's postal address as shown in the Company's register of Members (if any), or in the case of a recipient who is not a Member, to the last known postal address for that person (if any); and

31.6.3 the date of service or delivery of the Documents or information shall be the date on which the original electronic communication was sent, notwithstanding the subsequent sending of Hard Copies.

Exceptions

31.7 Copies of the Company's annual accounts and reports need not be sent to a person for whom the Company does not have a current Address.

31.8 Notices of general meetings need not be sent to a Member who does not register an Address with the Company, or who registers only a postal address outside the United Kingdom, or to a Member for whom the Company does not have a current Address.

32. Communications to the Company

The provisions of the Companies Acts shall apply to communications to the Company.

33. Secretary

33.1 A Secretary may be appointed by the Directors for such term, at such remuneration and upon such conditions as they may think fit, and may be removed by them.

33.2 If there is no Secretary:

33.2.1 anything authorised or required to be given or sent to, or served on, the Company by being sent to its Secretary may be given or sent to, or served on, the Company itself, and if addressed to the Secretary shall be treated as addressed to the Company; and

33.2.2 anything else required or authorised to be done by or to the Secretary of the Company may be done by or to a Director, or a person authorised generally or specifically in that behalf by the Directors.

34. Minutes

34.1 The Directors must cause minutes to be made:

34.1.1 of all appointments of officers made by the Directors;

34.1.2 of all resolutions of the Company and of the Directors (including, without limitation, decisions of the Directors made without a meeting); and

34.1.3 of all proceedings at meetings of the Company and of the Directors, and of committees of Directors, including the names of the Directors present at each such meeting;

34.1.4 and any such minute, if purported to be signed (or in the case of minutes of Directors' meetings signed or authenticated) by the chair of the meeting at which the proceedings were had, or by the chair of the next succeeding meeting, shall, as against any Member or Director of the Company, be sufficient evidence of the proceedings.

35. Irregularities

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

36. Records and accounts

The Directors shall comply with the requirements of the Companies Acts as to maintaining a Members' register, keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies of annual accounts and annual returns.

37. Exclusion of model articles

The relevant model articles for a company limited by guarantee are hereby expressly excluded.

38. Winding Up

38.1 If any property remains after the Company has been wound up or dissolved and the debts and liabilities have been satisfied it may not be paid to or distributed among the Members of the Company, but must be given to some charitable institution or institutions as may be chosen by resolution of the Directors at or before the time of winding up or dissolution.

Schedule 1

Interpretation – Defined Terms

1. In the Articles, unless the context requires otherwise, the following terms shall have the following meanings:

	Term	Meaning
1.1	“Address”	includes a number or address used for the purposes of sending or receiving documents by Electronic Means;
1.2	“Articles”	the Company’s articles of association;
1.3	“Chairman”	has the meaning given in Article 8;
1.4	“Charity”	has the meaning given in Article 2;
1.5	“Charity Commission”	means the Charity Commission of England and Wales or any other replacement regulatory body;
1.6	“Clear Days”	in relation to the period of a notice, 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;
1.7	“Company”	CFSL Trustee Limited;
1.8	“Companies Acts”	means the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Company;
1.9	“Connected”	in relation to a Director means any person falling within one of the following categories: (a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a Director; or (b) the spouse or civil partner of any person in (a); or (c) any person in a relationship with the Director which may reasonably be regarded as equivalent to such a relationship as is mentioned at (a) or (b); or (d) any company, partnership or firm of which a Director is a paid director, member, partner or employee, or shareholder holding more than 1% of the capital;
1.10	“Director”	a director of the Company, and includes any person occupying the position of director, by whatever name called;

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| 1.11 | “Document” | includes, unless otherwise specified, any document sent or supplied in Electronic Form; |
| 1.12 | “Electronic Form” and “Electronic Means” | have the meanings respectively given to them in Section 1168 of the Companies Act 2006; |
| 1.13 | “Hard Copy” and “Hard Copy Form” | have the meanings respectively given to them in the Companies Act 2006; |
| 1.14 | “Member” | means the members of the Company as defined under the Companies Act as further defined in Article 25.1; |
| 1.15 | “Scheme” | means the scheme issued by the Charity Commission on 21 May 2010 which governs the Charity, as amended, supplemented and/or replaced from time to time; |
| 1.16 | “the Schools” | has the meaning given in the Scheme (as amended from time to time); |
| 1.17 | “Secretary” | the secretary of the Company (if any); |
| 1.18 | “Vice Chairman” | has the meaning given in Article 8; and |
| 1.19 | “Writing” | the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in Electronic Form or otherwise. |
2. Subject to paragraph 3 of this Schedule, any reference in the Articles to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it.
3. Unless the context otherwise requires, words or expressions contained in the Articles which are not defined in paragraph 1 above bear the same meaning as in the Companies Act 2006 as in force on the date when the Articles became binding on the Company.