

Company No: 2400784

Charity No: 802025

THE COMPANIES ACTS 1985 AND 1989

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

MEMORANDUM

AND

ARTICLES OF ASSOCIATION

of

THE BROOKE WESTON TRUST

as amended by written resolution

dated

2007

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THE COMPANIES ACTS 1985 AND 1989

**A COMPANY LIMITED BY GUARANTEE
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MEMORANDUM OF ASSOCIATION

of

THE BROOKE WESTON TRUST

1. The company's name is The Brooke Weston Trust (**'the Trust'**).
2. The Trust's registered office is situated in England and Wales.
3. The Trust's objects (**'the Objects'**) are to advance for the public benefit education in the United Kingdom, in particular, but without prejudice to the generality of the foregoing, by:
 - 3.1 establishing, maintaining, operating, managing and developing schools including, but in no way limited to a school offering a broad curriculum with emphasis on particular specialisms (**'the School'**); and
 - 3.2 collaborating with other schools and the wider community to share expertise and resources.
4. In furtherance of the Objects but not further or otherwise the Trust may exercise the following powers:
 - (a) to establish, maintain, operate and develop schools including, but not limited to, the School;
 - (b) to collaborate with other schools and the wider community to share expertise and resources;
 - (c) to establish or acquire other colleges or schools elsewhere in the United Kingdom for like purposes and to operate any academies, colleges or schools established or acquired by the Trust;

- (d) to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts in the name of the Trust;
- (e) to raise funds (but not by means of carrying on a trade or business on a continuing basis which is for the principal purpose of raising funds rather than for the purpose of actually carrying out the Objects, unless the income of the Trust from that trade or business is exempt from tax by reason of any legislation or concession from time to time in force) and to invite and receive contributions whether in cash or in kind;
- (f) to acquire, alter, improve and (subject to such consents as may be required by law) to charge or otherwise dispose of property;
- (g) subject to clause 5 below, to employ such staff as are necessary for the proper pursuit of the Objects and to make all reasonable and necessary provision for the payments of pensions and superannuation to staff and their dependants;
- (h) to establish or support, whether financially or otherwise, any charitable trusts, associations or institutions formed for all or any of the Objects;
- (i) to co-operate with or assist others (whether local or national authorities, educational institutions, voluntary organisations or other persons or bodies) in any ventures or initiatives or any other matters which promote, directly or indirectly, any or all of the Objects;
- (j) to pay out of the funds of the Trust the costs, charges and expenses of and incidental to the formation and registration of the Trust;
- (k) to offer scholarships, exhibitions, prizes and awards to pupils and former pupils, and otherwise to encourage and assist pupils and former pupils;
- (l) to carry out research including, without limitation, into the development and application of new techniques in education and to its approach to curriculum development and delivery and to publish the results of such research, and to develop means of benefiting from the application of the experience of industry, commerce, other schools and the voluntary sector to education;
- (m) subject to such consents as may be required by law, to borrow and raise money for the furtherance of the Objects in such manner and on such security as the Governors may think fit;
- (n) to deposit or invest the monies of the Trust not immediately required for its operations in any manner as may be thought fit (including but not limited to the establishment of trading or other subsidiaries of any kind) and to sell, exchange carry and dispose of the

same subject to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law;

- (o) to establish subsidiary companies to carry on any trade or business either to further any of the Objects or for the purpose of raising funds for the Trust or to assist or act as agents for the Trust;
 - (p) to equip, furnish, fit up and maintain any college, school, schoolhouses, rooms and other buildings and land for any of the purposes of the Trust;
 - (q) to provide educational facilities and services to students of all ages and the wider community for the public benefit;
 - (r) to procure, commission, print, record, publish, issue and distribute whether in conjunction with any other persons or companies or otherwise and whether gratuitously or otherwise books, pamphlets, leaflets, newspapers, advertisements, films, broadcasts, audio recordings, electronic publications or other forms of publications or recordings in furtherance of the Objects;
 - (s) to delegate the management of investments to an individual, company or firm who is an authorised person or exempted person within the meaning of the Financial Services and Markets Act 2000 (a '**Financial Expert**'), on such terms as the Governors think fit;
 - (t) to arrange for investments or other trusts to be held in the name of a nominee and under the control of the Governors or of a Financial Expert acting under their instructions and to pay any reasonable fee required;
 - (u) to act as trustee of special purpose trusts within the Objects; and
 - (v) to do all such other lawful things as are necessary for or incidental or conducive to the attainment of the Objects or any of them.
5. The income and property of the Trust shall be applied solely towards the promotion of the Objects, and none of the income or property of the Trust may be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit to any Member of the Trust. This does not prevent a Member who is not also a Governor receiving reasonable and proper remuneration for any goods or services supplied to the Trust.
- 5.1 A Governor may, at the discretion of the Governors, be reimbursed from the property of the Trust for reasonable expenses properly incurred by him or her when acting on behalf of the Trust, but excluding expenses in connection with foreign travel.
- 5.2 No Governor may:

- (a) buy any goods or services from the Trust;
- (b) sell goods, services, or any interest in land to the Trust;
- (c) be employed by, or receive any remuneration from the Trust;
- (d) receive any other financial benefit from the Trust;

unless:

- (a) the payment is permitted by clause 5.3 and the Governors follow the procedure and observe the conditions set out in clause 5.4; or
- (b) the Governors obtain the prior written approval of the Commission and fully comply with any procedures it prescribes.

5.3 A Governor may:

- (a) receive a benefit from the Trust in the capacity of a beneficiary of the Trust;
- (b) be employed by the Trust or enter into a contract for the supply of goods or services to the Trust, other than for acting as a Governor;
- (c) receive interest on money lent to the Trust at a reasonable and proper rate not exceeding 2% per annum below the base rate of a clearing bank to be selected by the Governors; or
- (d) receive rent for premises let by the Governor to the Trust if the amount of the rent and the other terms of the lease are reasonable and proper.

A company of which a Governor is a member may receive fees, remuneration or other benefit in money or money's worth provided that the shares of the company are listed on a recognised stock exchange and the Governor holds no more than 1% of the issued capital of that company.

5.4 The Trust and the Governors may only rely upon the authority provided by clause 5.3 if each of the following conditions is satisfied:

- (a) the remuneration or other sums paid to the Governor do not exceed an amount that is reasonable in all the circumstances;
- (b) the Governor is absent from the part of any meeting at which there is discussion of:
 - (1) his or her employment or remuneration, or any matter concerning the contract;

- (2) his or her performance in the employment, or his or her performance of the contract;
 - (3) any proposal to enter into any other contract or arrangement with him or her or to confer any benefit upon him or her that would be permitted under clause 5.3; or
 - (4) any other matter relating to a payment or the conferring of any benefit permitted by clause 5.3;
- (c) the Governor does not vote on any such matter and is not to be counted when calculating whether a quorum of Governors is present at the meeting.
 - (d) the other Governors are satisfied that it is in the interests of the Trust to employ or to contract with that Governor rather than with someone who is not a Governor. In reaching that decision the Governors must balance the advantage of employing a Governor against that disadvantages of doing so (especially the loss of the Governor's services as a result of dealing with the Governor's conflict of interest).
 - (e) the reason for their decision is recorded by the Governors in the minute book.
 - (f) a majority of the Governors then in office have received no such payments.

5.5 The employment or remuneration of a Governor includes the engagement or remuneration of any firm or company in which the Governor is:

- (a) a partner;
- (b) an employee;
- (c) a consultant;
- (d) a Governor; or
- (e) a shareholder, unless the shares of the company are listed on a recognised stock exchange and the Governor holds less than 1% of the issued capital.

5.6 For the purposes of this clause 5:

- (a) 'Trust' shall include any company in which the Trust:
 - (1) holds more than 50% of the shares;
 - (2) controls more than 50% of the voting rights attached to the shares; or

- (3) has the right to appoint one or more directors to the board of the company.
- (b) 'Governor' shall include any child, stepchild, parent, grandchild, grandparent, brother, sister or spouse of the Governor or any person living with the Governor as his or her partner
6. The liability of the Members of the Trust is limited.
7. Every Member of the Trust undertakes to contribute such amount as may be required (not exceeding £1) to the Trust's assets if it should be wound up while he or she is a Member or within one year after he or she ceases to be a Member, for payment of the Trust's debts and liabilities contracted before he or she ceases to be a Member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.
8. If the Trust is wound up or dissolved and after all its debts and liabilities (including any under section 483 of the Education Act 1996) have been satisfied there remains any property it shall not be paid to or distributed among the members of the Trust, but shall be given or transferred to some other charity or charities having objects similar to the Objects which prohibits the distribution of its or their income and property to an extent at least as great as is imposed on the Trust by clause 4 above, chosen by the members of the Trust at or before the time of dissolution and if that cannot be done then to some other charitable object.
9. No alteration or addition shall be made to or in the provisions of the memorandum or articles of association which would have the effect:
- (a) that the Trust would cease to be a company to which Section 30 of the Companies Act 1985 applies;
- (b) which is inconsistent with the provisions of Section 64 of the Charities Act 1993;
or
- (c) that the Trust would cease to be a charity.
10. Words and expressions defined in the articles of association of the Trust have the same meanings in this memorandum.

WE, the subscribers to this memorandum of association wish to be formed into a company pursuant to this memorandum.

Names and Addresses of Subscribers		
1.	Hugh Welby Guinness De Capell Brooke Home Farm Great Oakley Corby Northamptonshire NN18 8HQ	Witnessed by: J C Spence 40 West Street Geddington Northants
2.	Sir Montague Finniston 6 Manchester Square London W1A 1AU	Witnessed by: P Darling Flat 29 Townshens Court London NW8
3.	Cyril Julian Hebden Taylor 1 Lexham Walk London W8	Witnessed by: M A Eaton 21 Ennismore Gardens London SW7
4.	John Austen Nelson-Jones Lincoln House 296-302 High Holborn London WC1V 7JL	Witnessed by: Catherine Allison Lincoln House 296-302 High Holborn London WC1V

Dated the 25th day of June 1989