

Companies Acts 1985 to 2006

Company limited by guarantee (Reg No 70527)

**ARTICLES OF ASSOCIATION OF
THE LONDON SCHOOL OF ECONOMICS AND POLITICAL SCIENCE**

1. Name and Registered Office

1.1 The name of the Company is the London School of Economics and Political Science ('the Company'). The Registered Office of the Company will be situated in England.

2. Objects

2.1 The Objects of the Company are to advance education and promote research in the various branches of knowledge covered by the institution.

2.2 The Objects may only be amended by special resolution and with the written consent of the Privy Council and such other external bodies as may be legally required to give their consent.

3. Powers of the Company

3.1 The Company has the following Powers, which may be exercised only in promoting the Objects:

3.1.1 to provide courses of education of the highest quality.

3.1.2 to organise and supply lectures, seminars, and tuition in physical or virtual environments.

3.1.3 to conduct examinations.

3.1.4 to award degrees, diplomas, certificates and other marks of distinction to persons satisfying the criteria for those awards; and to withdraw such degrees,

FIRST DRAFT: FOR CONSULTATION

diplomas, certificates and other marks of distinction where it is lawful, just and reasonable to do so.

- 3.1.5 to award honorary titles (and to withdraw such titles where it is lawful, just and reasonable to do so).
- 3.1.6 to organise and promote public meetings, conferences and discussions.
- 3.1.7 to provide facilities for the formation and meeting of clubs and societies.
- 3.1.8 to host exhibitions, and award prizes.
- 3.1.9 to provide financial or other assistance to students and staff where to do so would be lawful and pursuant to the Objects.
- 3.1.10 to provide advice or information including (without limitation) by publishing materials in any form.
- 3.1.11 to carry out research and to publish the useful results of such research.
- 3.1.12 to make grants or loans of money and to give guarantees.
- 3.1.13 to co-operate with other bodies.
- 3.1.14 to support, administer or set up other charities.
- 3.1.15 to accept gifts and to raise funds (but not by means of taxable trading).
- 3.1.16 to borrow money.
- 3.1.17 to give security for loans or other obligations (but only in accordance with the restrictions imposed by the Charities Acts and Companies Acts).
- 3.1.18 to acquire or hire property of any kind and (subject to obtaining any necessary permissions) to alter and maintain any such property.
- 3.1.19 to let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Acts).
- 3.1.20 to acquire and carry on the work, rights and liabilities of any person or organisation.

FIRST DRAFT: FOR CONSULTATION

3.1.21 to set aside funds for special purposes or as reserves against future expenditure.

3.1.22 to deposit or invest funds in any manner (but to invest only after obtaining such advice from a financial expert or experts as the Council consider necessary and having regard to the suitability of investments and the need for diversification).

3.1.23 to delegate the management of investments to a financial expert, but only on terms that:

- a) require the investment policy to be set down in writing for the financial expert or experts by the Council;
- b) require timely reports of all transactions to be provided to the Council;
- c) require the performance of the investments to be reviewed regularly by the Council or a committee with delegated authority reporting to the Council;
- d) entitle the Council to cancel the delegation arrangement at any time;
- e) require the investment policy and the delegation arrangement to be reviewed regularly at intervals specified by the Council from time-to-time;
- f) require all payments due to the financial expert or experts to be on a scale or at a level which is agreed in advance and notified promptly to the Council on receipt; and
- g) forbid the financial expert or experts from doing anything outside the powers of the Company.

3.1.24 to arrange for investments or other property of the Company to be held in the name of a nominee company acting under the direction of the Council or controlled by a financial expert or experts acting under their instructions and to pay any reasonable fee required.

FIRST DRAFT: FOR CONSULTATION

- 3.1.25 to deposit documents and physical assets with any company registered or having a place of business in England or Wales as custodian, and to pay any reasonable fee required.
- 3.1.26 to insure the property of the Company against any foreseeable risk and take out other insurance policies to protect the Company when required.
- 3.1.27 to employ paid or unpaid agents, staff or advisers.
- 3.1.28 to provide and contribute to superannuation or pension funds for the officers, employees and workers of the Company or any of them or otherwise to make provision for such officers employees or workers, for their widows, widowers or surviving civil partners and for their dependants.
- 3.1.29 to enter into contracts to provide services to or on behalf of other bodies.
- 3.1.30 to establish or acquire subsidiary companies.
- 3.1.31 to become a member of other organisations.
- 3.1.32 to merge or amalgamate with any organisation the purposes of which in the opinion of the Council are similar to the Objects either alone or as amalgamated.
- 3.1.33 to do anything else within the law which promotes or helps to promote the Objects.

4. Protections

- 4.1 Every student, Member, officer, employee, and other individuals associated with the Company shall be entitled to freedom of thought, conscience and religion, to hold opinions without interference, disability or disadvantage, and to freedom of expression within the law.

FIRST DRAFT: FOR CONSULTATION

- 4.2 Every student, Member, officer, employee and other individual associated with the Company has the right to be treated with dignity and respect; and opportunities provided by the Company for learning, personal development and employment will be made available on a non-discriminatory basis.
5. The Court of Governors
- 5.1 The Members of the Company are the members of the Court of Governors.
- 5.2 The terms of office for Members will be as follows:
- a) in the case of Academic Members, for a fixed term of three years;
 - b) in the case of Student Members, for a fixed term not exceeding three years;
 - c) in the case of Lay Members, for a fixed term of five years.
- 5.3 Upon the expiration of a fixed term, individuals may re-apply for membership and the Members of the Company (the Court of Governors) may approve his or her extension for a further fixed term not exceeding the period of the previous fixed term so that two fixed terms may run consecutively. The Members acting collectively as the Court of Governors may, in exceptional circumstances and to meet a genuine need, permit a Lay Member to serve for a further fixed term in office, provided that to do so would not extend a Member's service beyond a period exceeding fifteen years. This ruling shall not apply in the case of Members who serve on the Court and Council in an ex-officio capacity.
- 5.4 A Member may at any time withdraw from the Company by giving at least 7 clear days' notice to the Company Secretary. Membership shall not be transferable and shall cease on death.
- 5.5 The Members may at any time by ordinary resolution remove a Lay Member notwithstanding that the period of office of his or her membership has not

FIRST DRAFT: FOR CONSULTATION

expired or that no period of office was prescribed upon his or her appointment as a Member.

- 5.6 The total number of Members shall not exceed 100.
- 5.7 The Membership shall have a lay majority and will include Members drawn from – or elected by – the student body and the faculty.
- 5.8 The Company Secretary (or his/ her nominated officer) must maintain a register of Members.
- 5.9 Membership is open to any person interested in furthering the Objects and elected by the Members (Court of Governors) on the recommendation of the Nominations Committee (or equivalent body, howsoever named), and subject to maximum limits on the number and classes of Member as determined by the Members (Court of Governors) from time-to-time.
- 5.10 The form and the procedure for applying for Membership will be determined by the Nominations Committee (or equivalent body, howsoever named) on behalf of the Members.
- 5.11 Membership is not transferable and shall cease upon death.
- 5.12 The Members of the Corporation (Court of Governors) may establish different classes of Members and recognise one or more classes of supporters who are not Members and set out their respective rights and obligations.

6. Powers of the Court of Governors

- 6.1 The following powers are reserved to the Members (the Court of Governors):
 - 6.1.1 The admission of new Members;
 - 6.1.2 The appointment or dismissal of Lay Members;
 - 6.1.3 The appointment or dismissal of a Chairman and/or Vice Chair(s) of the Court and Council;

6.1.4 The election of lay Members to committees of the Court of Governors;

6.1.5 The appointment or dismissal of lay members of the Council;

6.1.6 Amendments to the Company's Articles.

7. General Meetings

7.1 Members are entitled to attend general meetings in person or by proxy (but only if the appointment of a proxy is in writing and notified to the Company Secretary before the commencement of the meeting).

7.2 General meetings are called on at least 14 and not more than 28 clear days' written notice indicating the business to be discussed and (if a special resolution is to be proposed) setting out the terms of the proposed special resolution.

7.3 There is a quorum at a general meeting if the number of Members present in person or by proxy is at least fifteen and includes a lay majority (providing for a casting vote by the Chairman of the meeting).

7.4 Except where otherwise provided by the Articles or the Companies Act, every issue is decided by ordinary resolution.

7.5 Every Member present in person or by proxy has one vote on each issue, with the exception of the Chairman who may exercise a casting vote.

7.6 Except where otherwise provided by the Articles or the Companies Act, a written resolution (whether an ordinary or a special resolution) is as valid as an equivalent resolution passed at a general meeting. For this purpose the written resolution may be set out in more than one document.

7.7 The School must hold an Annual General Meeting in every year, the notice period for which will be 21 clear days.

7.8 Members must annually:

- 7.8.1 receive the accounts of the Company for the previous financial year;
- 7.8.2 receive a written report on the Company's activities;
- 7.8.3 be informed of the retirement of those Members and Council members who wish to retire;
- 7.8.4 elect Members or Council members to fill vacancies arising;
- 7.8.5 re-appoint the members of the Council and the Court of Governors
- 7.8.6 appoint or re-appoint the Company's external auditors;
- 7.9 The Members (acting as the Court of Governors) may also from time to time:
 - 7.9.1 confer on any individual (with his/her consent) the honorary titles of Honorary Fellow and/ or Emeritus Governor; and
 - 7.9.2 discuss or determine any issues of policy or deal with any other business put before them by the Council save for those reserved to the Council.
- 7.10 A general meeting may be called by the Council at any time subject to the requirements for notice set out in these Articles, and must be called within at least 8 weeks if requested by the Members in accordance with the Companies Acts.
- 7.11 A technical defect in the appointment of a Member of which the Court of Governors are unaware at the time does not invalidate a decision taken at a general meeting or a Written Resolution.
- 8. Appointment of the Chairman
 - 8.1 The Members may by ordinary resolution appoint one of the Lay Members to be the Chairman of the Court of Governors and the Council and may at any time by ordinary resolution remove him or her from that office.

FIRST DRAFT: FOR CONSULTATION

8.2 The Members may by ordinary resolution appoint up to two of the Lay Members to be Vice Chairs of the Court and Council and may at any time by ordinary resolution remove either or both of them from that office.

8.3 The Chair and Vice Chairs will serve on the Court and Council in an ex-officio capacity.

9. Proceedings

9.1 The Members will approve standing orders to govern the conduct of their meetings. These must be in written form, approved by the Members and reviewed by them from time-to-time.

10. Limited Liability

10.1 The liability of Members is limited.

11. Guarantee

11.1 Every Member promises, if the Company is dissolved while he/she remains a Member or within one year after he/she ceases to be a Member, to pay up to £1 towards:

11.1.1 payment of those debts and liabilities of the Company incurred before he/she ceased to be a Member;

11.1.2 payment of the costs, charges and expenses of winding up; and

11.1.3 the adjustment of rights of contributors among themselves.

12. Communications

12.1 Notices and other documents to be served on Members and/ or Council members under the Articles or the Companies Act may be served:

- a) by hand;
- b) by post;
- c) by suitable electronic means;

d) by publication on the Company's website, provided Members are informed that this will be the means of service and are directed as to where to locate the relevant notices or documents.

12.2 The only address at which a Member is entitled to receive notices sent by post is an address in the U.K. shown in the register of Members.

12.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:

- a) 24 hours after being sent by electronic means, or posted on the School's website or delivered by hand to the relevant address;
- b) two clear days after being sent by first class post to that address;
- c) three clear days after being sent by second class or overseas post to that address;
- d) immediately on being handed to the recipient personally; or
- e) as soon as the recipient acknowledges actual receipt.

12.4 A technical defect in service of which the Council are unaware at the time does not invalidate decisions taken at a meeting.

13. Dissolution

13.1 If the Company is dissolved, the assets (if any) remaining after providing for all its liabilities must be applied in one or more of the following ways:

- (1) by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar Objects;
- (2) directly for the Objects or for charitable purposes which are within or similar to the Objects;
- (3) in such other manner consistent with charitable status as the Charity Commission and/ or HEFCE approves in writing in advance.

FIRST DRAFT: FOR CONSULTATION

13.2 A final report and statement of account will be sent to the Charity Commission (or its designated Principal Regulator).

13.3 This provision may be amended by special resolution but only with the prior written consent of the Charity Commission (or its designated Principal Regulator).

14. The Council

14.1 The Council are the Company Directors for the purposes of the Companies Act and Charity Trustees for the purposes of the Charities Act. They are elected by the Members to exercise control of the Company and its property and funds.

14.2 The Members have the power to elect fellow Members to the Council, or to dismiss them, unless the Member serves on the Council ex-officio (where separate procedures shall apply).

14.3 The Council when complete will consist of at least four and not more than 25 persons, each of whom must be over the age of 18 and all of whom must support the Objects.

14.4 The Council will have a lay majority and will include Members drawn from – or elected by – the student body and the faculty.

14.5 A Member may not act as a member of the Council unless he/she:

- (1) is a Member of the Company; and
- (2) has expressed willingness to act as a Charity Trustee and Company Director of the School.

14.5 A Member may not be appointed to the Council if his/ her appointment would cause the membership of the Council to exceed the legally permissible maximum proportion of Trustees to be in receipt of remuneration by the Company as an Exempt Charity.

FIRST DRAFT: FOR CONSULTATION

- 14.6 The terms of office for Members of the Council will be as follows:
- a) in the case of Academic Members, for a fixed term of three years;
 - b) in the case of Student Members, for a fixed term not exceeding three years;
and
 - c) in the case of Lay Members, for a fixed term of three years.
- 14.7 Upon the expiration of a fixed term, individuals may re-apply for Council membership and the Members may approve his or her extension for a further fixed term not exceeding the period of the previous fixed term so that two fixed terms may run consecutively. The Members (acting as the Court of Governors) may, in exceptional circumstances and to meet a genuine need, permit a Council member to serve for a further fixed term in office, provided that to do so would not extend a Council member's service to a period exceeding twelve years, consecutively.
- 14.8 If the Members, at any meeting at which a Council member offers him or herself for re-election does not pass a resolution approving such re-election, the Council member shall, if willing to act, be deemed to have been re-appointed unless at the meeting a resolution for the re-appointment of the Council member is put to the vote of the Members and that vote is lost.
- 14.9 In the event of any resolution for dismissal, Council members as Company Directors shall have such rights of appearance, representation and appeal as provided for by the Companies Acts.
- 14.10 A Council member may at any time withdraw from the Council by giving at least 7 clear days' notice to the Company Secretary. Membership shall not be transferable and shall cease on death.
- 14.11 A Council member's term of office as such automatically terminates if he/she:

FIRST DRAFT: FOR CONSULTATION

- (1) Ceases to be a Member of the Company.
- (2) is disqualified under the Charities Act from acting as a charity trustee or under the Companies Act from acting as a company director;
- (2) is incapable, whether mentally or physically, of managing his/her own affairs;
- (3) is absent without the permission of the Chairman of the Court and Council (or person nominated to act on his/ her behalf in these matters) from three consecutive meetings of the Council and/or is asked by a majority of the other Council members to resign;
- (4) resigns by written notice to the Chairman of the Court and Council and/ or the Company Secretary (but only if this will not cause the Council to become inquorate or to exceed the maximum percentage of Council members in receipt of remuneration; or
- (5) is removed by the Members at a general meeting under the Companies Act.

14.12 A technical defect in the appointment of a Council member of which the Members are unaware at the time does not invalidate decisions taken at a meeting.

15. Powers of the Council

- 15.1 The Council have the following powers in the administration of the Company in their capacity as Charity Trustees and Company Directors:
- 15.2 To appoint (and remove) any person to act as Secretary to the Council.
- 15.3 To delegate any of their functions to committees with the exception of the duties identified in these Articles as being non-delegable, and to cancel the delegation arrangement at any time.

FIRST DRAFT: FOR CONSULTATION

- 15.4 To make standing orders consistent with the Memorandum, the Articles and the Companies Act to govern proceedings at general meetings of the Company.
- 15.5 To make rules consistent with the Memorandum, the Articles and the Companies Act to govern the proceedings of the Council and its committees.
- 15.6 To make regulations consistent with the Memorandum, the Articles and the Companies Act to govern the administration of the School and the use of its seal.
- 15.7 To establish procedures to assist the resolution of disputes or differences, including (but not limited to) disciplinary procedures, grievance procedures and appeals.
- 15.8 To exercise in their capacity as charity trustees and company directors any powers of the Company which are not reserved to the Court of Governors which comprises all the Members of the Company.
16. Delegation of Powers from the Council
- 16.1 Delegated powers must be subject to a written scheme of delegation setting out the performance of the function, duty or responsibility and the Council will:
- (1) inform the delegated individual or committee in writing of any changes to it as soon as reasonably practicable;
 - (2) set out any requirements in respect of monitoring or review;
 - (3) take all reasonable care to ensure that the delegate or delegated committee complies with the terms of the delegated authority.
17. Non-Delegable Powers of the Council
- 17.1 The Council following powers are reserved to the Council:

FIRST DRAFT: FOR CONSULTATION

- (1) decisions concerning the determination of the educational character and mission of the Company;
- (2) final approval of the statutory accounts;
- (3) ensuring the solvency of the Company and the safeguarding of its assets;
- (4) setting and ensuring the successful delivery of the Company's mission and strategy.

18. Proceedings at Council

- 18.1 The Company will hold at least four meetings of the Council each year.
- 18.2 A quorum at a meeting of the Council will be five Council members, of whom at least three shall be lay members.
- 18.3 A meeting of the Council may be held either in person or by suitable electronic means agreed by the Council in which all participants may communicate with all the other participants, but at least two meetings in each year must be held in person.
- 18.4 The Chairman or (if the Chairman is unable or unwilling to do so) a Council member nominated by him/ her or by those present at the meeting will preside at each meeting.
- 18.5 Any issue may be determined by a simple majority of the votes cast at a meeting, but a resolution in writing agreed by the Council (other than any Conflicted Trustee/ Company Director who has not been authorised to vote) is as valid as a resolution passed at a meeting. For this purpose the resolution may be contained in more than one document.
- 18.6 Every Council member has one vote on each issue but, in case of an equal amount of votes for and against, the Chairman of the meeting has a second or casting vote.

FIRST DRAFT: FOR CONSULTATION

18.7 A procedural defect of which Council members are unaware at the time does not invalidate decisions taken at a meeting.

19. Benefits and Conflicts

19.1 The property and funds of the Company must be used only for promoting the Objects and do not belong to the Members but:

19.1.1 Members who are not Council members or Connected Persons may be employed by or enter into contracts with the Company and receive reasonable payment for goods or services supplied; and,

19.1.2 Council members, Members of the Company and Connected Persons may be paid interest at a reasonable rate on money lent to the Company;

19.1.3 Council Members, Members of the Company and Connected Persons may be paid a reasonable rent or hiring fee for property let or hired to the Company; and

19.1.4 Council members, Members of the Company and Connected Persons may receive charitable benefits on the same terms as any other Beneficiaries/ members of the beneficial class.

19.2 A Council member must not receive any payment of money or other material benefit (whether directly or indirectly) from the School except:

- (1) the payment of salaries or fees otherwise payable to those Members who are employed by the Company as academic staff, academic leaders serving on the Court or Council in ex-officio roles, or student members undertaking paid employment within the Company;
- (2) reimbursement of reasonable out-of-pocket expenses (including hotel

FIRST DRAFT: FOR CONSULTATION

and travel costs) actually incurred in running the Company, if permitted at that time by a written policy approved by the Council and permitted under the Company's Financial Regulations;

- (3) the benefit of indemnity insurance as permitted by the Charities Act;
- (4) an indemnity in respect of any liabilities properly incurred in running the Company (including the costs of a successful defence to criminal proceedings);
- (5) in exceptional cases, other payments or benefits (but only with the written consent of HEFCE or the Charity Commission in advance and where required by the Companies Act the approval or affirmation of the Members).

19.3 No Council member or Connected Person may be employed by the Company except in accordance with the above, but any Council member or Connected Person may enter into a written contract with the Company as permitted by the Charities Act, to supply goods or services in return for a payment or other material benefit but only if:

- (1) the goods or services are actually required by the Company, and the Council decides that it is in the best interests of the School to enter into such a contract;
- (2) 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 Company's procurement procedures; and
- (3) no more than half of Council members are subject to such a contract in any financial year.

FIRST DRAFT: FOR CONSULTATION

19.4 Any Council member who has a pecuniary, family or other personal interest in any matter under discussion must disclose the interest. A member does not necessarily have a pecuniary interest merely because he/ she is a member of staff or a student. 'Conflicted Trustees' must:

- (1) declare the nature and extent of his or her interest before discussion begins on the matter;
- (2) withdraw from the meeting for that item after providing any information requested by the Council;
- (3) not be counted in the quorum for that part of the meeting; and
- (4) be absent during the vote and have no vote on the matter.

19.5 When any Council member is a Conflicted Trustee, the Council members who are not Conflicted Trustees, if they form a quorum without counting the Conflicted Trustee and are satisfied that it is in the best interests of the Company to do so, may by resolution passed in the absence of the Conflicted Trustee authorise the Conflicted Trustee, notwithstanding any conflict of interest or duty which has arisen or may arise for the Conflicted Trustee, to:

- (1) continue to participate in discussions leading to the making of a decision and/or to vote, or
- (2) disclose to a third party information confidential to the Company, or
- (3) take any other action not otherwise authorised which does not involve the receipt by the Conflicted Trustee or a Connected Person of any payment or material benefit from the School, or
- (4) refrain from taking any step required to remove the conflict.

19.6 This provision may be amended by special resolution but, where the result

would be to permit any material benefit to a Trustee or Connected Person, only with the prior written consent of the Charity Commission (or its Principal Regulator).

20. Records and Accounts

20.1 The Council must comply with the requirements of the Companies Acts as to keeping records, the audit or independent examination of accounts and the preparation and transmission to the Registrar of Companies and HEFCE/ the Charity Commission of information required by law including but not limited to:

- (1) annual returns;
- (2) annual reports; and
- (3) annual statements of account.

20.2 The Council must also ensure that records are kept of:

- (1) all proceedings at meetings of the Council;
- (2) all resolutions in writing;
- (3) all reports of committees of the Council; and
- (4) all professional advice obtained.

20.3 Accounting records relating to the Company must be made available for inspection by any Council member at any time during normal hours of business and will also be made available for inspection by Members of the Company who are not members of the Council.

20.4 A copy of the School's constitution and latest available statement of account must be supplied on request to any Council member. Copies of the latest accounts must also be supplied in accordance with the Charities Act to any other person who makes a written request and pays the Company's reasonable costs.

21. Interpretation

21.1 In the Articles, unless the context indicates another meaning:

‘AGM’ means an annual general meeting;

‘the Articles’ means the School’s Articles of Association and ‘Article’ refers to a particular Article;

‘Beneficiaries’ means the beneficiaries of the Company as derived from the Objects]

‘Chairman’ means the chairman of the Court of Governors and the Council;

‘the Company means the company governed by the Articles;

‘the Charities Act’ means the Charities Acts 1992 to 2006;

‘charity trustee’ has the meaning prescribed by the Charities Act;

‘clear day’ does not include the day on which notice is given or the day of the meeting or other event;

‘the Charity Commission’ means the Charity Commission for England and Wales or any body which replaces it;

‘the Companies Act’ means the Companies Acts 1985 to 2006;

‘Conflicted Trustee’ means a Trustee in respect of whom a conflict of interest arises or may reasonably arise because the Conflicted Trustee or a Connected Person is receiving or stands to receive a benefit (other than payment of a premium for indemnity insurance) from the School, or has some separate interest or duty in a matter to be decided, or in relation to information which is confidential to the School;

‘Connected Person’ means, in relation to a Trustee, a person with whom the Trustee shares a common interest such that he/she may reasonably be regarded as benefiting directly or indirectly from any material benefit received by that person, being either a member of the Trustee’s family or household or a person or body who is a business associate of the Trustee, and (for the avoidance of doubt) does not include a company

FIRST DRAFT: FOR CONSULTATION

with which the Trustee's only connection is an interest consisting of no more than 1% of the voting rights;

'constitution' means the Memorandum and the Articles and any special resolutions relating to them;

'custodian' means a person or body who undertakes safe custody of assets or of documents or records relating to them;

'electronic means' refers to communications addressed to specified individuals by telephone, fax or email or, in relation to meetings, by telephone conference call or video conference;

'financial expert' means an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;

'financial year' means the School's financial year;

'firm' includes a limited liability partnership;

'indemnity insurance' has the meaning prescribed by the Charities Act, i.e. insurance against personal liability incurred by any Trustee for an act or omission which is or is alleged to be a breach of trust or breach of duty, unless the act or omission amounts to a criminal offence or the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;

'material benefit' means a benefit, direct or indirect, which may not be financial but has a monetary value;

'Member' and 'Membership' refer to company membership of the School and in the School;

'Memorandum' means the School's Memorandum of Association;

'month' means calendar month;

FIRST DRAFT: FOR CONSULTATION

‘nominee company’ means a corporate body registered or having an established place of business in England and Wales which holds title to property for another;

‘ordinary resolution’ means a resolution agreed by a simple majority of the Members present and voting at a general meeting or in the case of a written resolution by Members who together hold a simple majority of the voting power. Where applicable,

‘Members’ in this definition means a class of Members;

‘the Objects’ means the Objects of the School as defined in Article X;

‘Resolution in writing’ means a written resolution of the Trustees;

‘Secretary’ means a company secretary;

‘special resolution’ means a resolution of which at least 14 days’ notice has been given agreed by a 75% majority of the Members present and voting at a general meeting or in the case of a written resolution by Members who together hold 75% of the voting power. Where applicable, ‘Members’ in this definition means a class of Members;

‘taxable trading’ means carrying on a trade or business in such manner or on such a scale that some or all of the profits are subject to corporation tax;

‘Trustee’ means a director of the School and ‘Trustees’ means the directors;

‘written’ or ‘in writing’ refers to a legible document on paper or a document sent by electronic means which is capable of being printed out on paper;

‘written resolution’ refers to an ordinary or a special resolution which is in writing;

‘year’ means calendar year.

21.2 Expressions not otherwise defined which are defined in the Companies Act have the same meaning.

21.3 References to an Act of Parliament are to that Act as amended or re-enacted from time to time and to any subordinate legislation made under it.

ADMIN USE ONLY – NOT PART OF DRAFT ARTICLES

CONSULTATION STAGES TO DATE:

Council – 11 March 2014 – Vsn 1

Court – 20 March 2014 – Vsn 1