

**THE COMPANIES ACT 2006**  
**PRIVATE COMPANY LIMITED BY GUARANTEE**

**Charity Number: 309115**  
**Company Number: 133676**  
**Incorporated: 31 January 1914**

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**ARTICLES OF ASSOCIATION OF  
THE ABBEY SCHOOL, READING**

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(As amended by Special Resolution passed on [7 December] 2015)



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## Companies Act 2006

### Private Company Limited by Guarantee

#### ARTICLES OF ASSOCIATION OF THE ABBEY SCHOOL, READING

#### 1. Interpretation

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

**'AGM'** means an annual general meeting of the School;

the **'Articles'** means the School's articles of association;

**'beneficiaries'** means the School's students and boarders;

the **'Chairman'** means the chairman of the Governors or members (as appropriate);

the **'Charities Act'** means the Charities Act 2011;

**'charity trustees'** has the meaning prescribed by section 177 of the Charities Act;

**'clear day'** means 24 hours from midnight following the relevant event;

the **'Commission'** means the Charity Commission of England and Wales;

the **'Companies Act'** means the Companies Act 2006;

**'connected person'** means any spouse, partner, parent, child, brother, sister, grandparent or grandchild of a Governor, any **firm** of which a Governor is a member or employee, and any company of which a Governor is a director, employee or shareholder having a beneficial interest in more than 1 % of the share capital;

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

**'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 partnership or limited liability partnership;

**'Governor'** means a director and trustee of the School and **'Governors'** means the directors and trustees;

the **'Head'** means the head teacher of the School;

**'indemnity insurance'** means insurance against personal liability incurred by any Governor for an act or omission which is or is alleged to be a breach of trust or breach of duty, unless the Governor concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;

**'informal membership'** refers to a supporter who may be called a 'member' but is not a company member of the School;

**'material benefit'** means a benefit which may not be financial but has a monetary value;

**'member'** and **'membership'** refer to company membership of the School;

**'month'** means calendar month;

**'nominee company'** means a corporate body registered or having an established place of business in England and Wales;

the **'Objects'** means the objects of the School as defined in article 4;

the **'Old Girls' Association'** means the old Girls' Association of the School;

the **'School'** means the company governed by the Articles;

'the **Secretary'** means the company secretary of the School;

**'taxable trading'** means carrying on a trade or business for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects, the profits of which are subject to corporation tax;

**'term of office'** means 4 years;

**'Vice-Chairman'** means the vice-chairman of the Governors or members (as appropriate);

**'written'** or **'in writing'** refers to a legible document on paper not including a fax message;

**'year'** means calendar year.

1.2 Expressions defined in the Companies Act or Charities Act have the same meaning.

1.3 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.

## 2. Name

The name of the **School** is The Abbey School, Reading.

## 3. Registered Office

The registered office of the School is to be in England and Wales.

4. Objects

The **Objects** for which the School is established are:

- 4.1 To carry on a school (both for day students and boarders) providing or imparting and developing a liberal, practical and general education for girls and boys of all classes, to include religious education in the doctrines and duties of Christianity as taught by the Church of England; and
- 4.2 To establish, control and maintain a boarding-house or boarding-houses in connection with the School to boarders.

5. Powers

The School has the following powers, which may be exercised only in promoting the Objects:

- 5.1 to promote or carry out research;
- 5.2 to provide advice;
- 5.3 to publish or distribute information;
- 5.4 to co-operate with other bodies;
- 5.5 to support, administer or set up other charities;
- 5.6 to raise funds (but not by means of **taxable trading**);
- 5.7 to borrow money and give security for loans (but only in accordance with the restrictions imposed by the **Charities Act**);
- 5.8 to acquire or hire property of any kind;
- 5.9 to let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act);
- 5.10 to make grants or loans of money and to give guarantees;
- 5.11 to set aside funds for special purposes or as reserves against future expenditure;
- 5.12 to deposit or invest in funds in any manner (but to invest only after obtaining such advice from a **financial expert** as the **Governors** consider necessary and having regard to the suitability of investments and the need for diversification);
- 5.13 to delegate the management of investments to a financial expert, but only on terms that:

- (1) the investment policy is set down **in writing** for the financial expert by the Governors;
  - (2) every transaction is reported promptly to the Governors;
  - (3) the performance of the investments is reviewed regularly with the Governors;
  - (4) the Governors are entitled to cancel the delegation arrangement at any time;
  - (5) the investment policy and the delegation arrangement are reviewed at least once a **year**;
  - (6) all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Governors on receipt; and
  - (7) the financial expert must not do anything outside the powers of the Governors;
- 5.14 to arrange for investments or other property of the School to be held in the name of a nominee company acting under the control of the Governors or of a financial expert acting under their instructions, and to pay any reasonable fee required;
- 5.15 to deposit documents and physical assets with any company registered or having a place of business in England and Wales as custodian, and to pay any reasonable fee required;
- 5.16 to insure the property of the School against any foreseeable risk and take out other insurance policies to protect the School when required;
- 5.17 to pay for **indemnity insurance** for the Governors;
- 5.18 subject to article 6, to employ paid or unpaid agents, staff or adviser;
- 5.19 to enter into contracts to provide services to or on behalf of other bodies;
- 5.20 to establish or acquire subsidiary companies to assist or act as agents for the School;
- 5.21 to pay the costs of forming the School; and
- 5.22 to do anything else within the law which promotes or helps to promote the Objects.

## 6. Benefits to Members and Governors

- 6.1 The property and funds of the School must be used only for promoting the Objects and do not belong to the **members** but:
- (1) members who are not Governors may be employed by or enter into contracts with the School and receive reasonable payment for goods or services supplied;
  - (2) members (including Governors) may be paid interest at a reasonable rate on money lent to the School;
  - (3) members (including Governors) may be paid a reasonable rent or hiring fee for property or equipment let or hired to the School ; and
  - (4) individual members (including Governors) who are also **beneficiaries** may receive charitable benefits in that capacity.
- 6.2 A **Governor** must not receive any payment of money or other **material benefit** (whether directly or indirectly) from the School except:
- (1) as mentioned in articles 5.17 (indemnity insurance), 6.1(2) (interest), 6.1(3) (rent), 6.1(4) (charitable benefits) or 6.4 (contractual payments);
  - (2) reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in the administration of the School;
  - (3) an indemnity in respect of any liabilities properly incurred in running the School (including the costs of a successful defence to criminal proceedings);
  - (4) payment to any company in which a Governor has no more than a 1% shareholding; and
  - (5) in exceptional cases, other payments or benefits (but only with the **written** approval of the **Commission** in advance).
- 6.3 A **connected person** must not receive any payment of money or other material benefit (whether directly or indirectly) from the Charity except:
- (1) as mentioned in Articles 6.1(2) (interest), 6.1(3) (rent), 6.1(4) (charitable benefits) or 6.4 (contractual payments);
  - (2) payment to any company in which a connected person has no more than a 1% shareholding; and
  - (3) in exceptional cases, other payments or benefits (but only with the written approval of the Commission in advance).
- 6.4 A Governor may not be an employee of the School, but a Governor or a connected person may enter into a contract with the School to supply goods or services in return for a payment or other material benefit if:

- (1) the goods or services are actually required by the School;
- (2) the nature and level of the benefit is no more than reasonable in relation to the value of the goods or services and is set at a meeting of the Governors in accordance with the procedure in article 6.4; and
- (3) no more than one half of the Governors are interested in such a contract in any **financial year**.

6.5 This article 6 may not be amended without the written consent of the Commission in advance.

## 7. Conflicts of Interest and Conflicts of Loyalty

7.1 Whenever a Governor has a personal interest in a matter to be discussed at a meeting of the Governors or a committee, the unconflicted Governors may authorise such a conflict of interest where the following conditions apply:

- (1) the conflicted Governor declares an interest before the meeting or at the meeting before discussion begins on the matter; and
- (2) the conflicted Governor is absent from the meeting for that item unless expressly invited to remain in order to provide information; and
- (3) the conflicted Governor is not to be counted in the quorum for that part of the meeting; and
- (4) the conflicted Governor be absent during the vote and has no vote on the matter; and
- (5) the unconflicted Governors consider it is in the interest of the charity to authorise the conflict of interest in the circumstances applying.

7.2 If a conflict of interest arises for a Governor because of a duty of loyalty owed to another organisation or person and the conflict is not authorised by virtue of any other provision in the **Articles**, the unconflicted Governors may authorise such a conflict of interests where the following conditions apply:

- (1) the conflicted Governor declares an interest before the meeting or at the meeting before discussion begins on the matter; and
- (2) the conflicted Governor is absent from the meeting for that item unless expressly invited to remain in order to provide information; and
- (3) the conflicted Governor is not counted in quorum for that part of the meeting; and
- (4) the conflicted Governor is absent during the vote and has no vote on the matter; and

- (5) the unconflicted Governors consider it is in the interest of the charity to authorise the conflict of interest in the circumstances applying.

8. Limited Liability

The liability of members is limited.

9. Guarantee

Every member promises, if the School is dissolved while he, she or it remains a member or within 12 months afterwards, to pay up to £1.00 towards the costs of dissolution and the liabilities incurred by the School while he or she was a member.

10. Dissolution

10.1 If the School is dissolved, the assets (if any) remaining after provision has been made 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 to the 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 Commission approve in writing in advance.

11. Membership

11.1 The School must maintain a register of **members**.

11.2 **Membership** of the School is open to any individual interested in promoting the Objects who:

- (1) applies to the School in the form required by the Governors;
- (2) is approved by the Governors;
- (3) agrees to be a Governor; and
- (4) signs the register of members or consents **in writing** to become a member.

11.3 The Governors may establish different classes of membership (including **informal membership**), prescribe their respective privileges and duties and set the amounts of any subscriptions.

11.4 Membership is terminated if the member concerned:

- (1) ceases to be a Governor;
- (2) gives written notice of resignation to the School;

- (3) dies;
- (4) is more than six **months** in arrears in paying the relevant subscription, if any (but in such a case the member may be reinstated on payment of the amount due); or
- (5) is removed from membership by resolution of the Governors on the ground that in their reasonable opinion the member's continued membership is harmful to the School. The Governors may only pass such a resolution after notifying the member in writing and considering the matter in the light of any written representations which the member concerned puts forward within 14 **clear days** after receiving notice.

11.5 Membership of the School is not transferable.

## 12. General Meetings

- 12.1 Members are entitled to attend general meetings either personally or by proxy. Proxy forms must be delivered to the Clerk of the Governors at least 24 hours before the meeting.
- 12.2 There is a quorum at a general meeting if the number of members present in person or by proxy is at least 6 or 50% of the members (if greater).
- 12.3 If a quorum is not present within 30 minutes of the time specified for a general meeting in the notice of the meeting then, if convened on the requisition of members, it shall be dissolved. In any other case, it shall be adjourned to the same day in the next week, at the same time and place, or at such other time or place as the Governors may determine, and if at such adjourned meeting a quorum is not present within 30 minutes from the time specified for the general meeting in the adjourned notice of the meeting, the members present shall constitute a quorum.
- 12.4 The **Chairman**, or (if the Chairman is unable or unwilling to do so), the **Vice-Chairman**, or (if the Vice-Chairman is unable or unwilling to do so), some other member elected by those members present, shall preside at a general meeting.
- 12.5 Except where otherwise provided by the Articles or the **Companies Act**, every issue is decided by a majority of the votes cast.
- 12.6 Every member present in person or by proxy has one vote on each issue. The chairman of the meeting shall not have a second or casting vote.
- 12.7 A written resolution signed by all those entitled to vote at a general meeting is as valid as a resolution actually passed at a general meeting. For this purpose the written resolution may be set out in more than one document and will be treated as passed on the date of the last signature.
- 12.8 The School must hold an **AGM** in every year.

12.9 At an AGM the members:

- (1) receive the accounts of the School for the previous **financial year**;
- (2) receive the Governors' report on the School's activities since the previous AGM;
- (3) accept the retirement of those Governors who wish to retire or who are retiring by rotation;
- (4) elect Governors to fill the vacancies arising (in the Governors and the roles of Chairman and Vice-Chairman);
- (6) may confer on any individual (with his or her consent) the honorary title of Patron, President or Vice-President of the School; and
- (7) may discuss and determine any issues of policy or deal with any other business put before them by the Governors.

12.10 Any general meeting which is not an AGM is a special general meeting

12.11 A special general meeting may be called at any time by the Governors and must be called within 28 clear days on a written request from at least 5% of the members.

### 13. Notice of General Meetings

13.1 Any general meeting must be called on at least 21 and not more than 28 clear days' written notice specifying the business to be discussed, and if a special resolution is to be proposed, at least 28 clear days' written notice setting out the terms of the proposed special resolution.

13.2 A general meeting may be called on shorter notice if it is so agreed by all members entitled to attend and vote.

13.3 If the general meeting is to be an AGM, the notice must say so.

13.4 The notice must be given to all members.

### 14. The Governors

14.1 The Governors as **charity trustees** have control of the School and its property and funds.

14.2 The Governors when complete shall consist of at least 12 and not more than 24 individuals, all of whom must be members.

14.3 The Governors shall as far as practicable comprise of the following:

- (1) a nominee of the Bishop of Oxford;
- (2) a nominee to represent the alumni of the School;

(3) a nominee of the parents of girls at the School; and

(4) 9 to 21 members elected by the Governors.

14.4 Every Governor must sign a declaration of willingness to act as a trustee of the School before he or she may vote at any meeting of the Governors.

14.5 One quarter (or the number nearest one quarter) of the Governors must retire at each AGM, those longest in office retiring first and the choice between any of equal service being made by drawing lots.

14.6 A retiring Governor who remains qualified may be reappointed for a further **term of office**, unless determined otherwise by the Governors.

14.7 A Governor's term of office automatically terminates if he or she:

(1) ceases to be a director by virtue of any provision in the Companies Act or is prohibited by law from being a director;

(2) is disqualified from acting as a charity trustee by virtue of sections 178 to 179 of the Charities Act 2011;

(3) is incapable, whether mentally or physically, of managing his or her own affairs;

(4) is absent without notice from 3 consecutive meetings of the Governors and is asked by a majority of the other Governors to resign;

(5) ceases to be a member (but such a person may be reinstated by resolution passed by all the other Governors on resuming membership of the School before the next AGM);

(6) resigns by written notice to the Governors (but only if at least 12 Governors will remain in office); or

(7) is removed by resolution of the members present and voting at a general meeting after the meeting has invited the views of the Governor concerned and considered the matter in light of any such views.

14.8 The Governors may at any time co-opt any individual who is qualified to be appointed as a Governor to fill a vacancy in their number or as an additional Governor, but a co-opted Governor holds office only until the next AGM.

14.8 A technical defect in the appointment of a Governor of which the Governors are unaware at the time does not invalidate decisions taken at a meeting.

## 15. Governors' Proceedings

15.1 The Governors will normally meet at least 3 times each year and at other times as and when they think fit.

- 15.2 A quorum at a meeting of the Governors is 6 Governors or 50% of the Governors (if greater).
- 15.3 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.
- 15.4 The Chairman, or (if the Chairman is unable or unwilling to do so), the Vice-Chairman, or (if the Vice-Chairman is unable or unwilling to do so), some other Governor chosen by the Governors present, shall preside at a general meeting.
- 15.5 Every issue may be determined by a simple majority of the votes cast at a meeting, but a written resolution signed by all the Governors is as valid as a resolution passed at a meeting. For this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature.
- 15.6 Except for the chairman of the meeting, who has a second or casting vote, every Governor has one vote on each issue.
- 15.7 A procedural defect of which the Governors are unaware at the time does not invalidate decisions taken at a meeting.

## 16. Governors' Powers

The Governors have the following powers in the administration of the School:

- 16.1 to appoint (and remove) any member (who may be a Governor) to act as **Secretary** in accordance with the Companies Act;
- 16.2 to appoint a Treasurer and other honorary officers (as appropriate) from among their number;
- 16.3 to delegate any of their functions to committees consisting of two or more individuals appointed by them. At least one member of every committee must be a Governor and all proceedings of committees must be reported promptly to the Governors;
- 16.4 to delegate any of their functions to one Governor provided that the particular lead Governor may only make recommendations to the other Governors;
- 16.5 to make standing orders consistent with the Articles and the Companies Act to govern proceedings at general meetings and to prescribe a form of proxy;
- 16.6 to make rules consistent with the Articles and the Companies Act to govern their proceedings and proceedings of committees;
- 16.7 to make regulations consistent with the Articles and the Companies Act to govern the administration of the School and the use of its seal (if any);
- 16.8 to establish procedures to assist the resolution of disputes or differences within the School;

16.9 to appoint, suspend and dismiss any salaried officer of the School including the **Head** and to fix the amount of their salaries and the extent of their duties; and

16.10 to exercise any powers of the School which are not reserved to a general meeting.

## 17. The Head

The School is a Church of England Foundation, set up by the Church Schools company for the education of girls. It is registered as a faith school with the DfE. It is completely inclusive and welcomes girls of all faiths and none. The Head is expected to be a Christian and able to participate in and uphold the spiritual life of the School which includes assemblies and other acts of Christian worship.

## 18. Records and Accounts

18.1 The Governors must comply with the requirements of the Companies Act and of the Charities Act as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:

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

18.2 The Governors must keep proper records of:

- (1) all proceedings at general meetings;
- (2) all proceedings at meetings of the Governors;
- (3) all reports of committees; and
- (4) all professional advice obtained.

18.3 Accounting records relating to the School must be made available for inspection by any Governor at any time during normal office hours and may be made available for inspection by members who are not Governors if the Governors so decide.

18.4 A copy of the School's latest available statement of account must be supplied on request to any Governor or member. A copy must also be supplied, within two months, to any other person who makes a written request and pays the School's reasonable costs.

## 19. Notices

- 19.1 Notices under the Articles may be sent by hand, by post or by suitable electronic means.
- 19.2 The only address at which a member is entitled to receive notices sent by post is an address in the UK shown in the register of members.
- 19.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:
- (1) 24 hours after being sent by electronic means or delivered by hand to the relevant address;
  - (2) 2 clear days after being sent by first class post to that address;
  - (3) 3 clear days after being sent by second class to that address;
  - (5) on being handed to the member; or, if earlier,
  - (6) as soon as the member acknowledges actual receipt.
- 19.4 A technical defect in the giving of notice of which the Governors are unaware at the time does not invalidate decisions taken at a meeting.

20. Means of Communication

- 20.1 Subject to the Articles, anything sent or supplied by or to the School under the Articles may be sent or supplied in any way in which the Companies Act provides for documents or information which are authorised or required by any provision of the Companies Act to be sent or supplied by or to the School.
- 20.2 Subject to the Articles, any notice or document to be sent or supplied to a Governor in connection with the taking of decisions by the Governor may also be sent or supplied by the means by which that Governor has asked to be sent or supplied with such notices or documents for the time being.