

**THE COMPANIES ACT 2006**

**A COMPANY LIMITED BY GUARANTEE**

**MEMORANDUM AND ARTICLES OF ASSOCIATION**

**OF**

**THE WELSH SCHOOLS TRUST LIMITED**

Pothecary  
Witham  
Weld | PWW  
solicitors

**70 St George's Square  
London  
SW1V 3RD  
Ref. 17031/6**

**THE COMPANIES ACTS 1985 - 2006**  
**MEMORANDUM OF ASSOCIATION OF**  
**THE WELSH SCHOOLS TRUST LIMITED\***

Each subscriber to this memorandum of association wishes to form a company under and agrees to become a member of the company.

*Name and address  
of each subscriber*

*Signature*

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1. David Henry Parry- Jones  
2 Hampton Close  
Friern Village  
London  
N11 3PR

D H Parry Jones

2. Alun Thomas  
Meadowside Lodge  
Pen-y-Turnpike Road  
Dinas Powys  
CF64 4HG

Alun Thomas

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Witness to the above Signatures:-

David Lynn John  
Talbot House  
Talbot Court  
London  
EC3V 0BS

\*As amended by a special resolution dated 27<sup>th</sup> May 2016

Companies Act 2006  
Company limited by guarantee

**ARTICLES OF ASSOCIATION OF  
THE WELSH SCHOOLS TRUST LIMITED\***

**1. Interpretation**

- 1.1. The Articles are to be interpreted without reference to the model articles under the Companies Act, which do not apply to the Charity.
- 1.2. In the Articles, unless the context indicates another meaning:-
- 'the Academic Board' means any committee established in accordance with Article 6.4;
  - 'AGM' means an annual general meeting of the Charity;
  - 'the Articles' means the Charity's Articles of Association and 'Article' refers to a particular Article;
  - 'Chair' means the chair of the Directors;
  - 'the Charity' means the company governed by the Articles;
  - 'the Charities Act' means the Charities Acts 1992 to 2011;
  - '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 Commission' means the Charity Commission for England and Wales or any body which replaces it;

\*As amended by a special resolution dated 27<sup>th</sup> May 2016

‘the Companies Act’ means the Companies Act 2006;

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

‘Connected Person’ means, in relation to a Director, a person with whom the Director 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 Director’s family or household or a person or body who is a business associate of the Director , and (for the avoidance of doubt) does not include a company with which the Director’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;

‘Director’ means a director of the Charity, and includes any person occupying the position of director, by whatever name called;

‘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 Charity's financial year;

'firm' includes a limited liability partnership;

'Government's School Teachers' Pay Structure' means the school teachers' pay and conditions document and guidance issued by the Government from time to time or its replacement as applicable to England and Wales;

The 'Headteacher' means the headteacher or in default of his or her appointment the leadteacher appointed for the time being of the main School;

'indemnity insurance' has the meaning prescribed by the Charities Act;

'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 Charity;

'Memorandum' means the Charity's Memorandum of Association

'month' means calendar month;

'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;

'the Objects' means the Objects of the Charity as defined in Article 2;

'Resolution in writing' means a written resolution of the Directors;

'the School' means the "The Welsh School, London" formerly of Stonebridge, North London and for time being of Hanwell Community Centre, Westcott Crescent, London W7 1PD (as the main School) and any other school established by the Directors;

'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;

'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.

- 1.3. Expressions not otherwise defined which are defined in the Companies Act have the same meaning.
- 1.4. Words importing one gender shall include all genders, and the singular includes the plural and vice versa.
- 1.5. 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. Objects**

- 2.1. The Objects of the Charity are the advancement of education by the provision in London and elsewhere of education for children which includes the teaching of the Welsh language and may include the use of the Welsh language in teaching other subjects.
- 2.2. This provision may be amended by special resolution but only with the prior written consent of the Commission.

## **3. Powers**

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

- 3.1. to formally take over the assets, liabilities and operating activities of the unincorporated charity known as The Welsh Schools Trust;
- 3.2. to establish, acquire and carry on schools, training centres, classes, lectures, conferences and study tours;
- 3.3. to award bursaries, scholarships and educational benefits for prospective and current pupils of the School or Schools;
- 3.4. to provide advice or information;
- 3.3. to carry out research;
- 3.4. to co-operate with other bodies;
- 3.5. to support, administer or set up other charities;
- 3.6. to accept gifts and to raise funds (but not by means of taxable trading);
- 3.7. to borrow money;
- 3.8. to give security for loans or other obligations (but only in accordance with the restrictions imposed by the Charities Act);

- 3.9. to acquire or hire property of any kind;
- 3.10. to let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act);
- 3.11. to set aside funds for special purposes or as reserves against future expenditure;
- 3.12. to deposit or invest its funds in any manner (but to invest only after obtaining such advice from a financial expert as the Directors consider necessary and having regard to the suitability of investments and the need for diversification);
- 3.13. to delegate the management of investments to a financial expert, but only on terms that:
  - 3.13.1. the investment policy is set down in writing for the financial expert by the Directors;
  - 3.13.2. timely reports of all transactions are provided to the Directors;
  - 3.13.3. the performance of the investments is reviewed regularly with the Directors;
  - 3.13.4. the Directors are entitled to cancel the delegation arrangement at any time;
  - 3.13.5. the investment policy and the delegation arrangement are reviewed at least once a year;
  - 3.13.6. 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 Directors on receipt; and
  - 3.13.7. the financial expert must not do anything outside the powers of the Charity;



- 3.14. to arrange for investments or other property of the Charity to be held in the name of a nominee company acting under the direction of the Directors or controlled by a financial expert acting under their instructions, and to pay any reasonable fee required;
- 3.15. 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;
- 3.16. to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;
- 3.17. subject to Article 7.3, to employ paid or unpaid agents, staff or advisers;
- 3.18. to enter into contracts to receive and provide services for the Charity or to provide services to or on behalf of other bodies;
- 3.19. to establish or acquire subsidiary companies; and
- 3.20. to do anything else within the law which promotes or helps to promote the Objects.

#### **4. The Directors**

- 4.1. The Directors shall be the governors responsible for the management of the School and each Director shall be a governor whose election shall be in accordance with this Article 4.
- 4.2. The Directors as charity trustees have control of the Charity and its property and funds.
- 4.3. A Director may not act as a Director unless he/she:-
  - 4.3.1. is a Member;
  - 4.3.2. is over the age of 18;

- 4.3.3. supports the Objects of the Charity; and
  - 4.3.4. has signed a written declaration of willingness to act as a charity trustee of the Charity.
- 4.4. Subject to sub-Articles 4.5 and 4.6 the maximum and minimum number of Directors shall be determined by the Charity in General Meeting but unless and until so fixed there shall be a minimum of three Directors.
- 4.5. The Directors elected shall include at least one representative from the parents of the pupils attending the School.
- 4.6. At the first and every subsequent AGM of the Company, all the Directors except for the Headteacher shall retire from office.
- 4.7. A retiring Director shall be eligible for re-election.
- 4.8. The Charity at the meeting at which a Director retires may fill the vacated office by electing a person to it, and in default the retiring Director shall, if offering himself for re-election, be deemed to have been re-elected, unless at such meeting it is expressly resolved not to fill such vacated office or unless a resolution for the re-election of such Director shall have been put to the meeting and lost.
- 4.9. No person other than a Director retiring at the meeting shall be eligible for election as a Director at a general meeting unless a Director entitled to attend and vote at the meeting has notified each of the other Directors of his intention to propose that person for election at least 3, but no more than 21 days before the meeting.
- 4.10. The Directors may at any time to appoint any person to be a Director, either to fill a casual vacancy or as an addition to the existing Directors provided that the total number of Directors shall not at any time exceed any maximum

number fixed by the Directors. Any Directors so appointed shall hold office until the subsequent AGM, and shall then be eligible for re-election.

4.11. A Director's term of office as such automatically terminates if he/she:-

4.11.1. ceases to support the Objects; or

4.11.2. is disqualified under the Charities Act from acting as a charity trustee;

4.11.3. is incapable, whether mentally or physically, of managing his own affairs;

4.11.4. is absent without notice from four consecutive meetings of the Directors;

4.11.5. resigns by written notice to the Directors (but only if at least three Directors will remain in office); or

4.11.6. is removed by the Members at a general meeting under the Companies Act.

4.12. A technical defect in the appointment of a Director of which the Directors are unaware at the time does not invalidate decisions taken at a meeting.

## **5. Directors' proceedings**

5.1. The Directors must hold at least four meetings each year.

5.2. A quorum at a meeting of the Directors is at least three or half of the Directors (whichever is greater).

5.3. A meeting of the Directors may be held either in person or by suitable electronic means agreed by the Directors in which all participants may communicate with all the other participants but at least one meeting in each year must be held in person.

- 5.4. The Chair or (if the Chair is unable or unwilling to do so) some other Director chosen by the Directors present shall chair each meeting.
- 5.5. Any issue may be determined by a simple majority of the votes cast at a meeting, but a resolution in writing agreed by all the Directors (other than any Conflicted 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.
- 5.6. Every Director has one vote on each issue but, in case of equality of votes, the chair of the meeting has a second or casting vote.
- 5.7. A procedural defect of which the Directors are unaware at the time does not invalidate decisions taken at a meeting.

## **6. Directors' powers**

The Directors have the following powers in the administration of the Charity in their capacity as Directors:-

- 6.1. to appoint (and remove) any person (who may be a Director) to act as Secretary in accordance with the Companies Act;
- 6.2. to appoint a Chair, a Treasurer and other honorary officers from among their number;
- 6.3. to establish and 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 Director and all proceedings of committees must be reported promptly to the Board;

- 6.4. to delegate the power to determine academic and curricular activities and standards in relation to the School or Schools to a committee constituting an Academic and Curriculum Committee.
- 6.5. to make standing orders consistent with the Memorandum, the Articles and the Companies Act to govern proceedings at general meetings;
- 6.6. to make rules consistent with the Memorandum, the Articles and the Companies Act to govern their proceedings and proceedings of committees;
- 6.7. to make regulations consistent with the Memorandum, the Articles and the Companies Act to govern the administration of the Charity and the use of its seal (if any);
- 6.8. to establish procedures to assist the resolution of disputes or differences within the Charity; and
- 6.9. to exercise any powers of the Charity which are not reserved to them in their capacity as Members.

## **7. Benefits and Conflicts**

- 7.1. References to Directors in this Article shall include Connected Persons.
- 7.2. The income and property of the Charity shall be applied solely towards the promotion of the Objects as set forth in these Articles and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit, to Members of the Charity.
- 7.3. No Director shall be employed or appointed to any office of the Charity paid by salary, benefit or fees or receive any remuneration or other benefit in money or money's worth from the Charity unless the payment is made in

good faith and permitted by this sub-Article, or authorised by the court or the Commission.

- 7.3.1. Notwithstanding his appointment as a Director the Headteacher may receive a reasonable salary or other remuneration for his employment as the headteacher of the School and such salary shall have regard to but not be bound by the Government's School Teachers' Pay Structure.
- 7.3.2. A Director is entitled to be reimbursed from the property of the charity or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the charity.
- 7.3.3. A Director being a solicitor, accountant or other person engaged in any profession may enter into a contract for the supply of services or of goods that are supplied as part of services to the charity and/or be paid for all usual professional charges for the work done by him or his firm in connection with the business of the Charity when he has been instructed by his co-Director to act in that capacity provided that at no time shall a majority of the Directors benefit under this provision and that a Director shall withdraw from any meeting at which his or his firm's engagement or remuneration is under discussion.
- 7.3.4. A Director may receive interest on money lent to the charity at a reasonable and proper rate which must be not more than the Bank of England base rate.

- 7.3.5. A Director may receive rent for premises let by the director or connected person to the charity. The amount of the rent and the other terms of the lease must be reasonable and proper.
- 7.3.6. A Director may take part in the normal trading and fundraising activities of the charity on the same terms as members of the public;
- 7.3.7. A Director may receive a benefit from the Charity in the capacity of a beneficiary of the charity.
- 7.3.8. A Director or auditor may benefit from the indemnity set out in Article 11.
- 7.3.9. A Director may benefit from any premium in respect of any indemnity insurance cover purchased at the Charity's expense subject to the conditions set out in the Charities Act.
- 7.4. Subject to Article 7.5, any Director who becomes a Conflicted Director in relation to any matter must:-
  - 7.4.1. declare the nature and extent of his or her interest before discussion begins on the matter;
  - 7.4.2. withdraw from the meeting for that item after providing any information requested by the Director;
  - 7.4.3. not be counted in the quorum for that part of the meeting; and
  - 7.4.4. be absent during the vote and have no vote on the matter.
- 7.5. When any Director is a Conflicted Director, the Directors who are not Conflicted Directors, if they form a quorum without counting the Conflicted Director and are satisfied that it is in the best interests of the Charity to do so, may by resolution passed in the absence of the Conflicted Director authorise

the Conflicted Director, notwithstanding any conflict of interest or duty which has arisen or may arise for the Conflicted Director, to:-

- 7.5.1. continue to participate in discussions leading to the making of a decision and/or to vote; or
  - 7.5.2. disclose to a third party information confidential to the Charity, or
  - 7.5.3. take any other action not otherwise authorised which does not involve the receipt by the Conflicted Director or a Connected Person of any payment or material benefit from the Charity; or
  - 7.5.4. refrain from taking any step required to remove the conflict.
- 7.6. This provision may be amended by special resolution but, where the result would be to permit any material benefit to a Director or Connected Person, only with the prior written consent of the Commission.

## **8. Records and Accounts**

- 8.1. The Directors must comply with the requirements of the Companies Act and of the Charities Act as to keeping records, the audit or independent examination of accounts and the preparation and transmission to the Registrar of Companies and the Commission of information required by law including:-
- 8.1.1. annual returns;
  - 8.1.2. annual reports; and
  - 8.1.3. annual statements of account.
- 8.2. The Directors must also keep records of:-
- 8.2.1. all proceedings at meetings of the Directors;
  - 8.2.2. all resolutions in writing;



8.2.3. all reports of committees; and

8.2.4. all professional advice obtained.

8.3. Accounting records relating to the Charity must be made available for inspection by any Director at any time during normal office hours.

8.4. A copy of the Charity's constitution and latest available statement of account must be supplied on request to any Director. 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 Charity's reasonable costs.

## **9. Membership**

9.1. The Charity must maintain a register of Members.

9.2. The subscribers to the Memorandum are the first Members.

9.3. Membership is open only to the Director and is terminated if the Member concerned ceases to be a Director.

9.4. The form and the procedure for applying for Membership is to be prescribed by the Director.

9.5. Membership is not transferable.

## **10. General Meetings**

10.1. Director in their capacity as 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 Charity before the commencement of the meeting).

10.2. 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.

- 10.3. There is a quorum at a general meeting if the number of Members present in person or by proxy is at least three or half of the Membership (whichever is greater).
- 10.4. The Chair or (if the Chair is unable or unwilling to do so) some other Member chosen by those present in person or by proxy shall chair each meeting.
- 10.5. Except where otherwise provided by the Articles or the Companies Act, every issue is decided by ordinary resolution.
- 10.6. Every Member present in person or by proxy has one vote on each issue.
- 10.7. 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.
- 10.8. Except at first, the Charity must hold an AGM in every year. The first AGM must be held within 18 months after the Charity's incorporation.
- 10.9. Members must annually at the AGM:-
  - 10.9.1. receive the accounts of the Charity for the previous financial year;
  - 10.9.2. receive a written report on the Charity's activities;
  - 10.9.3. be informed of the retirement of those Directors who wish to retire or who are retiring by rotation;
  - 10.9.4. elect Directors to fill the vacancies arising;
  - 10.9.5. appoint or confirm the appointment of the reporting accountants or auditors for the Charity;
- 10.10. Members may also from time to time:-

- 10.10.1. confer on any individual (with his consent) the honorary title of Patron, President or Vice-President of the Charity; and
- 10.10.2. discuss and determine any issues of policy or deal with any other business put before them by the Directors.
- 10.11. A general meeting may be called by the Directors at any time and must be called within 21 days of a written request from one or more Director (being Members), at least 10% of the Membership or (where no general meeting has been held within the last year) at least 5% of the Membership.
- 10.12. A technical defect in the appointment of a Member of which the Members are unaware at the time does not invalidate a decision taken at a general meeting or a Written Resolution.

## **11. Indemnity**

- 11.1. The charity shall indemnify a Director or former Director against any liability incurred in his capacity as Director, to the extent permitted by the Companies Act (which excludes any liability that would otherwise attach to him in connection with any negligence, default, breach of duty or breach of trust).
- 11.2. To that extent the indemnity shall include liability incurred in successfully defending legal proceedings as a Director or in connection with any application in which relief is granted by a court from liability for negligence, default, or breach of duty or breach of trust in relation to the Charity.
- 11.3. The charity shall indemnify an auditor against any liability incurred by him or them:

11.3.1. in defending proceedings (whether civil or criminal) in which judgment is given in his or her or its favour or he or she or it is acquitted; or

11.3.2. in connection with an application under section 1157 of the Companies Act (power of Court to grant relief in case of honest and reasonable conduct) in which relief is granted to him or them by the Court.

## **12. Limited Liability**

The liability of Members is limited.

## **13. Guarantee**

Every Member promises, if the Charity 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:-

13.1. payment of those debts and liabilities of the Charity incurred before he/she ceased to be a Member;

13.2. payment of the costs, charges and expenses of winding up; and

13.3. the adjustment of rights of contributors among themselves.

## **14. Communications**

14.1. Notices and other documents to be served on Members or Directors under the Articles or the Companies Act may be served:-

14.1.1. by hand;

14.1.2. by post;

- 14.1.3. by suitable electronic means; or
  - 14.1.4. through publication in the Charity's newsletter or on the Charity's website.
- 14.2. 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.
- 14.3. Any notice given in accordance with these Articles is to be treated for all purposes as having been received:-
- 14.3.1. 24 hours after being sent by electronic means, posted on the Charity's website or delivered by hand to the relevant address;
  - 14.3.2. two clear days after being sent by first class post to that address;
  - 14.3.3. three clear days after being sent by second class or overseas post to that address;
  - 14.3.4. immediately on being handed to the recipient personally; or
  - 14.3.5. if earlier, as soon as the recipient acknowledges actual receipt.
- 14.4. A technical defect in service of which the Directors are unaware at the time does not invalidate decisions taken at a meeting.

## **15. Dissolution**

- 15.1. If the Charity is dissolved, the assets (if any) remaining after providing for all its liabilities must be applied in one or more of the following ways:-
- 15.1.1. by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects;
  - 15.1.2. directly for the Objects or for charitable purposes which are within or similar to the Objects; or

15.1.3. in such other manner consistent with charitable status as the Commission approves in writing in advance.

15.2. A final report and statement of account must be sent to the Commission.

15.3. This provision may be amended by special resolution but only with the prior written consent of the Commission.