

**MEMORANDUM
AND
ARTICLES OF ASSOCIATION**

THE WESTWOOD SCHOOL TRUST

Anthony Collins Solicitors LLP
134 Edmund Street
Birmingham
B3 2ES

EMC 32295.0001

COMPANIES ACTS 1985, 1989 AND 2006

COMPANY LIMITED BY GUARANTEE

MEMORANDUM OF ASSOCIATION

OF

THE WESTWOOD SCHOOL TRUST

1 Name

The name of the Company is The Westwood School Trust (“the Company”).

2 Registered Office

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

3 Object

3.1 The Object of the Company is to advance the education of the pupils at The Westwood School or at any other school in respect of which the Company acts or has acted as a foundation, it being acknowledged that in carrying out the Object the Company must (where applicable) have regard to its obligation to promote community cohesion under the Education Acts.

4 Powers

The Company has the following powers, which may be exercised only in promoting the Object:

- 4.1 to act as the foundation of The Westwood School for the purpose of the School Standards and Framework Act 1998 or any other School which is a Qualifying School;
- 4.2 to acquire or hire and hold property of any kind, including the acquisition of freehold or leasehold property to be held by the Company (either alone or jointly with any other person) in trust for the purposes of The Westwood School or any other School which is a Qualifying School;
- 4.3 to develop, improve, let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Acts and any restrictions imposed by the Education Acts);
- 4.4 in relation to The Westwood School and any other School which is a Qualifying School to appoint and remove foundation governors in compliance with the provisions of the Education Acts;
- 4.5 to act as the trustee of any trust relating to The Westwood School and any other School which is a Qualifying School;

- 4.6 to exercise its rights as the foundation of The Westwood School and any other School which is a Qualifying School under the Education Acts;
- 4.7 to raise funds (but not by means of taxable trading);
- 4.8 to borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Acts and any restrictions imposed by the Education Acts);
- 4.9 to promote or carry out research;
- 4.10 to provide advice;
- 4.11 to publish or distribute information;
- 4.12 to co-operate with other bodies;
- 4.13 to support, administer or set up other charities;
- 4.14 to make grants or loans of money and to give guarantees;
- 4.15 to set aside funds for special purposes or as reserves against future expenditure;
- 4.16 to pay for indemnity insurance for the Directors;
- 4.17 subject to clause 5, to employ paid or unpaid agents, staff or advisers;
- 4.18 to enter into contracts to provide services to or on behalf of other bodies;
- 4.19 to establish or acquire subsidiary companies to assist or act as agents for the Company;
- 4.20 to pay the costs of forming the Company; and
- 4.21 to do anything else within the law which promotes or helps to promote the Object.

5 Benefits to Members and Directors

- 5.1 The property and funds of the Company must be used only for promoting the Object and cannot be distributed to the members but:
 - 5.1.1 members may enter into contracts with the Company and receive reasonable payment for goods or services supplied;
 - 5.1.2 members may be paid interest at a reasonable rate on money lent to the Company; and
 - 5.1.3 members may be paid a reasonable rent or hiring fee for property or equipment let or hired to the Company.
- 5.2 A Director must not receive any payment of money or other material benefit (whether directly or indirectly) from the Company except:
 - 5.2.1 as mentioned in clauses 4.16 (indemnity insurance), 5.1.2 (interest), 5.1.3 (rent) or 5.3 (contractual payments);

- 5.2.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in the administration of the Company;
 - 5.2.3 an indemnity permitted by sections 232 - 238 of the Companies Act 2006;
 - 5.2.4 the benefit of any payment to any company in which a Director has no more than a 1 per cent shareholding; and
 - 5.2.5 in exceptional cases, other payments or benefits (but only with the written approval of the Commission in advance).
- 5.3 A Director may not be an employee of the Company, but a Director or a connected person may enter into a contract with the Company to supply goods or services in return for a payment or other material benefit if:
- 5.3.1 the goods or services are actually required by the Company;
 - 5.3.2 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 Directors in accordance with the procedure in clause 5.4; and
 - 5.3.3 provided that the Company may not enter into such a contract at any time when the effect of such contract would be that more than one-third of the Directors are or have been interested in such a contract in that financial year.
- 5.4 Whenever a Director has a personal interest in a matter to be discussed at a meeting of the Directors or a committee, he or she must:
- 5.4.1 declare an interest before the meeting or at the meeting before discussion begins on the matter;
 - 5.4.2 be absent from the meeting for that item unless expressly invited to remain in order to provide information;
 - 5.4.3 not be counted in the quorum for that part of the meeting; and
 - 5.4.4 be absent during the vote and have no vote on the matter.

6 Limited Liability

The liability of members is limited.

7 Guarantee

- 7.1 Every member promises, if the Company is wound up whilst it remains a member or within 12 months afterwards, to pay up to £10 towards the costs of winding up, towards adjusting the rights of the contributories amongst themselves and towards discharging the liabilities incurred by the Company whilst it was a member.

8 Dissolution

- 8.1 If the Company is dissolved and subject always to the provisions of the Education Acts (insofar as those provisions do not require the application of the assets of

the Company for purposes which are not charitable), 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:

8.1.1 by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Object;

8.1.2 directly for the Object or for charitable purposes which are within or similar to the Object;

8.1.3 in such other manner consistent with charitable status as the Commission approve in writing in advance.

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

9 **Interpretation**

9.1 Words and expressions defined in the Articles have the same meanings in the Memorandum.

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

We wish to be formed into a company under this Memorandum of Association:

**NAMES & ADDRESSES
OF SUBSCRIBERS**

**SUBSCRIBERS'
SIGNATURES**

**WITNESS
SIGNATURES**

**THE GOVERNING BODY OF
THE WESTWOOD SCHOOL**

Mitchell Road
Coventry
CV4 8DY

UNIVERSITY OF WARWICK

University House
Coventry
CV4 8UW

COVENTRY CITY COUNCIL

Earl Street
Coventry
CV1 5RS

COVENTRY SPORTS FOUNDATION

AT7 Centre
Bell Green Road
Coventry
CV6 7GP

Dated:

COMPANIES ACTS 1985, 1989 AND 2006
COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION
OF
THE WESTWOOD SCHOOL TRUST

1 Membership

- 1.1 The Company must maintain a register of members.
- 1.2 The subscribers to the Memorandum are the first members of the Company.
- 1.3 Subject to any restrictions imposed by the Education Acts, membership of the Company is open to any other organisation interested in promoting the Object which:
 - 1.3.1 is approved by the Directors; and
 - 1.3.2 consents in writing to become a member.
- 1.4 Membership is terminated if the member concerned:
 - 1.4.1 gives written notice of resignation to the Company;
 - 1.4.2 ceases to exist; or
 - 1.4.3 is removed from membership by resolution of the Directors on the ground that in their reasonable opinion the member's continued membership is harmful to the Company. The Directors 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.
- 1.5 Membership of the Company is not transferable.

2 General Meetings

- 2.1 Members are entitled to attend general meetings by an authorised representative. General meetings are called on at least 14 clear days' written notice specifying the business to be discussed.
- 2.2 There is a quorum at a general meeting if the number of members present by their authorised representatives is at least three.
- 2.3 The Chairman or (if the Chairman is unable or unwilling to do so) some other member elected by those present presides at a general meeting.
- 2.4 Except where otherwise provided by the Companies Acts or the Education Acts, every issue is decided by a majority of the votes cast.

- 2.5 Every member present through an authorised representative has one vote on each issue.
- 2.6 Subject to the Companies Act, a written resolution approved by such number of the members as may be required by law (provided those members would constitute a quorum at a general meeting) is as valid as if it had been 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 or date of final approval.
- 2.7 The Company may choose whether or not to hold an AGM in any particular year.
- 2.8 If an AGM is held the members will usually:
 - 2.8.1 receive the accounts of the Company for the previous financial year;
 - 2.8.2 receive the Directors' report on the Company's activities since the previous AGM;
 - 2.8.3 appoint auditors for the Company (if the Company's accounts are required to be audited); and
 - 2.8.4 may discuss and determine any issues of policy or deal with any other business put before them by the Directors.
- 2.9 Any general meeting which is not an AGM is an EGM.
- 2.10 An EGM may be called at any time by the Directors and must be called within 21 days of a written request from the percentage of members required under the Companies Acts and held within 28 days after the date of the notice calling the meeting.

3 The Directors

- 3.1 The Directors as charity trustees have control of the Company and its property and funds.
- 3.2 The number of Directors shall not be less than three, but (unless otherwise determined by ordinary resolution) shall not be subject to any maximum.
- 3.3 The appointment and removal of Directors shall be subject to any restrictions imposed by the Education Acts.
- 3.4 The first Directors shall be those persons notified to Companies House as the first Directors of the Company.
- 3.5 Every Director must sign:
 - 3.5.1 a declaration of willingness to act as a director of the Company; and
 - 3.5.2 a declaration confirming that they are not disqualified from acting as a charity trustee under the Education Acts;before he or she may vote at any meeting of the Directors.

- 3.6 The governing body of The Westwood School shall appoint up to two directors of the Company and every other member shall appoint one director of the Company. A member may at any time remove any director whom it has appointed. If a director appointed by a member shall die or be removed from or vacate office for any cause, then that member shall be entitled to appoint another person as a director of the Company.
- 3.7 Any removal or appointment of a director pursuant to Article 3.6 shall be in writing, signed by or on behalf of the relevant member and sent to the Company at its registered office or delivered to a duly constituted meeting of the Directors of the Company. Any such appointment or removal shall take effect as at the time of such lodgement or delivery or at such later time as shall be specified in such notice.
- 3.8 The Company may by ordinary resolution appoint any person who is willing to act as an additional director provided:
- 3.8.1 he or she is recommended by not less than two-thirds of the Directors; and
- 3.8.2 if appointed he or she would not be disqualified from acting under Article 3.9.
- A decision exercising the power of appointment or removal will be communicated by notice in writing to the Director concerned signed by or on behalf of the Directors.
- 3.9 A Director's term of office automatically terminates if he or she:
- 3.9.1 is disqualified under the Charities Acts from acting as a charity trustee;
- 3.9.2 is removed as, or disqualified from acting as, a charity trustee under the Education Acts or is otherwise prohibited by law from being a charity trustee or a director;
- 3.9.3 is incapable, whether mentally or physically, of managing his or her own affairs;
- 3.9.4 is absent from three consecutive meetings of the Directors and is asked by a majority of the other Directors to resign;
- 3.9.5 is appointed by an organisation which ceases to be a member;
- 3.9.6 resigns by written notice to the Directors (but only if at least two Directors will remain in office);
- 3.9.7 is removed by resolution of the members present and voting at a general meeting after the meeting has invited the views of the Director concerned and considered the matter in the light of any such views; or
- 3.9.8 is removed from office pursuant to Article 3.6.
- 3.10 The Directors may at any time co-opt any individual who is qualified to be appointed as a Director to fill a vacancy in their number or as an additional Director but a co-opted Director holds office only until the next AGM or, if no AGM

is held in the following year, for a maximum of one year from the date of his/her appointment. A co-opted director may be re-elected to office by the members.

3.11 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.

4 Directors' proceedings

4.1 The Directors must hold at least three meetings each year.

4.2 A quorum at a meeting of the Directors is three Directors.

4.3 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.

4.4 The Chairman or (if the Chairman is unable or unwilling to do so) some other Director chosen by the Directors present presides at each meeting.

4.5 Every issue may be determined by a simple majority of the votes cast at a meeting but a written resolution approved by a majority of the Directors entitled to receive notice of a meeting of the Directors (provided they would constitute a quorum at a meeting of the Directors) 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 or approval given.

4.6 Except for the chairman of the meeting who has a casting vote, every Director has one vote on each issue.

4.7 A procedural defect of which the Directors are unaware at the time does not invalidate decisions taken at a meeting.

5 Directors' powers

The Directors have the following powers in the administration of the Company:

5.1 To appoint (and remove) any person (who may be a Director) to act as Secretary.

5.2 To appoint a Chairman from among their number.

5.3 To make rules consistent with the Memorandum, the Articles and the Companies Act to govern their proceedings and proceedings at general meetings.

5.4 To make regulations consistent with the Memorandum, the Articles and the Companies Act to govern the administration of the Company and the use of its seal (if any).

5.5 To establish procedures to assist the resolution of disputes or differences within the Company.

5.6 To exercise any powers of the Company which are not reserved to a general meeting.

6 Records and Accounts

- 6.1 The Directors must comply with the requirements of the Companies Acts and of the Charities Acts as to keeping financial records, the audit or other scrutiny of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:
 - 6.1.1 annual returns;
 - 6.1.2 annual reports; and
 - 6.1.3 annual statements of account.
- 6.2 The Directors must keep proper records of:
 - 6.2.1 all proceedings at general meetings;
 - 6.2.2 all proceedings at meetings of the Directors;
 - 6.2.3 all reports of committees; and
 - 6.2.4 all professional advice obtained.
- 6.3 Accounting records relating to the Company must be made available for inspection by any Director at any time during normal office hours and may be made available for inspection by members who are not Directors if the Directors so decide.
- 6.4 A copy of the Company's latest available statement of account must be supplied on request to any Director or member. A copy must also be supplied, within two months, to any other person who makes a written request and pays the Company's reasonable costs.

7 Notices

- 7.1 Notices under the Articles may be sent by hand, by post or by suitable electronic means.
- 7.2 The only address at which a member is entitled to receive notices sent by post is an address shown in the register of members.
- 7.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:
 - 7.3.1 24 hours after being sent by electronic means or delivered by hand to the relevant address;
 - 7.3.2 two clear days after being sent by first class post to that address;
 - 7.3.3 three clear days after being sent by second class or overseas post to that address;
 - 7.3.4 on the date of publication of a newspaper containing the notice;
 - 7.3.5 on being handed to a member's authorised representative personally; or, if earlier,

7.3.6 as soon as the member acknowledges actual receipt.

7.4 A technical defect in the giving of notice of which the Directors are unaware at the time does not invalidate decisions taken at a meeting.

8 Indemnity

8.1 Subject to the provisions of the Education Acts, the Company may indemnify any Director, Auditor, Reporting Accountant, Independent Examiner or other officer of the Charity against liability incurred by him or her in that capacity, in the case of a Director, to the extent permitted by sections 232-238 of the Companies Act 2006 or, in the case of an Auditor, to the extent permitted by sections 532 - 533 of that Act.

9 Dissolution

9.1 The provisions of the Memorandum relating to dissolution of the Company take effect as though repeated here.

10 Interpretation

10.1 In the Memorandum and in the Articles, unless the context indicates another meaning:

‘AGM’ means an annual general meeting of the Company;

‘the Articles’ means the Company’s articles of association;

‘authorised representative’ means an individual who is authorised by a member organisation to act on its behalf at meetings of the Company and whose name is given to the Company;

‘Chairman’ means the chairman of the Directors;

‘the Company’ means the company governed by the Articles;

‘the Charities Acts’ means the Charities Acts 1993 and 2006;

‘charity trustee’ has the meaning prescribed by section 97(1) of the Charities Act 2003;

‘clear day’ means 24 hours from midnight following the relevant event;

‘the Commission’ means the Charity Commission for England and Wales;

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

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

‘Director’ means a director of the Company and ‘Directors’ means the directors;

'Education Acts' means the Education Acts as defined in Section 578 of the Education Act 1996 and includes any regulations made under the Education Acts;

'EGM' means an extraordinary general meeting of the Company;

'financial year' means the Company's financial year;

'firm' includes a limited liability partnership;

'indemnity insurance' means insurance against personal liability incurred by any Director for an act or omission which is or is alleged to be a breach of trust or breach of duty, but subject to the limitations specified in section 73F(2) Charities Act 2003;

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

'member' and 'membership' refer to company membership of the Company;

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

'month' means calendar month;

'the Object' means the Object of the Company as defined in clause 3 of the Memorandum;

'ordinary resolution' means a resolution which is passed by a majority of the members;

'Qualifying School' means a foundation school within the meaning of Section 21(1)(a) Schools Standards and Framework Act 1998;

'School' means a school in respect of which the Company acts as a foundation for the purposes of the School Standards and Framework Act 1998;

'Secretary' means the company secretary of the Company;

'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 Object, the profits of which are subject to corporation tax and do not qualify for charity exemption;

'written' or 'in writing' refers to a legible document on paper including a fax message;

'year' means calendar year.

10.2 Expressions defined in the Companies Acts have the same meaning.

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

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