

THE COMPANIES ACTS 1985, 1989 and 2006

COMPANY LIMITED BY GUARANTEE

MEMORANDUM OF ASSOCIATION

OF

TIFFINIAN ASSOCIATION LTD

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MEMORANDUM OF ASSOCIATION

OF

TIFFINIAN ASSOCIATION LTD

1. The Company's name is Tiffinian Association Ltd (and in this document it is called 'the Charity').
2. The Charity's registered office is to be situated in England.
3. The Charity's objects ('the Objects') are:-
 - 3.1 To promote the participation in healthy recreation for the benefit of the following:
 - former and present pupils of Tiffin School, Kingston-upon-Thames and their families;
 - employees of Tiffin School and their families;
 - others associated with Tiffin School; and
 - the local community of Kingston-upon-Thames and its environs,by the provision of such sporting and recreational activities as the Charity may decide.
 - 3.2 To further the education of pupils at Tiffin School by the award of grants, in consultation with Tiffin School, to pupils who, by reason of financial hardship, would not otherwise be able to fully participate in educational or sporting activities whether within or outside the curriculum offered by the Tiffin School.
 - 3.3 To further excellence in academic studies, the performing arts, sport and citizenship by promoting the award of prizes for effort and achievement to the pupils of Tiffin School, in consultation with Tiffin School.

3.4 To further education and citizenship by making grants which enable Tiffin School to:

- enhance its educational and sporting facilities;
- make its facilities, educational materials and know-how available to the local community;
- enter into partnerships with other schools, further education colleges and other bodies, including sponsoring awards and competitions;
- provide holiday courses and exchange programmes open to the local community.

4. Powers

4.1 In addition to any other powers it may have, the Charity has the following powers in order to further the Objects (but not for any other purpose):

- 4.1.1 to raise funds. In doing so, the Charity must not undertake any substantial permanent trading activity and must comply with any relevant statutory regulations;
- 4.1.2 to establish, provide, furnish, equip, maintain and manage for the purposes of Tiffinian School any classrooms, libraries, sports halls or other sports facilities, resource centres, laboratories, performing arts and music studios, school halls or other buildings whatsoever as the Charity may from time to time consider necessary and expedient;
- 4.1.3 to buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use;
- 4.1.4 to sell, lease or otherwise dispose of all or any part of the property belonging to the Charity. In exercising this power, the Charity must comply as appropriate with sections 36 and 37 of the Charities Act 1993;
- 4.1.5 to borrow money and to charge the whole or any part of the property belonging to the Charity as security for repayment of the money borrowed. The Charity must comply as appropriate with sections 38 and 39 of the Charities Act 1993 if it wishes to mortgage land;

- 4.1.6 to co-operate with other charities, voluntary bodies and statutory authorities and to exchange information and advice with them;
- 4.1.7 to establish or support any charitable trusts, associations or institutions formed for any of the charitable purposes included in the Objects;
- 4.1.8 to acquire, merge with or to enter into any partnership or joint venture arrangement with any other charity formed for any of the Objects;
- 4.1.9 to set aside income as a reserve against future expenditure but only in accordance with a written policy about reserves;
- 4.1.10 to employ and remunerate such staff as are necessary for carrying out the work of the Charity. The Charity may employ or remunerate a Director only to the extent it is permitted to do so by clause 5 and provided it complies with the conditions in that clause;
- 4.1.11 to:
 - 4.1.11.1 deposit or invest funds;
 - 4.1.11.2 employ a professional fund manager; and
 - 4.1.11.3 arrange for the investments or other property of the Charity to be held in the name of a nominee;in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustee Act 2000;
- 4.1.12 to provide indemnity insurance for the Directors or any other officer of the Charity in relation to any such liability as is mentioned in sub-clause 4.2 of this clause, but subject to the restrictions specified in sub-clause 4.3 of the clause;
- 4.1.13 to pay out of the funds of the Charity the costs of forming and registering the Charity both as a company and as a charity;
- 4.1.14 to set up or otherwise acquire one or more wholly owned subsidiary companies to assist in the achievement of the Objects;

4.1.15 to acquire and/or protect intellectual property to assist in the achievement of the Objects

4.1.16 to do all such other lawful things as are necessary for the achievement of the Objects;

4.2 The liabilities referred to in sub-clause 4.1.12 are:

4.2.1 any liability that by virtue of any rule of law would otherwise attach to a director of a company in respect of any negligence, default breach of duty or breach of trust of which he or she may be guilty in relation to the Charity;

4.2.2 the liability to make a contribution to the Charity's assets as specified in section 214 of the Insolvency Act 1986 (wrongful trading).

4.3 The following liabilities are excluded from sub-clause 4.2.1:

4.3.1 fines;

4.3.2 costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud, dishonesty or wilful or reckless misconduct of the Director or other officer;

4.3.3 liabilities to the Charity that result from conduct that the Director or other officer knew or must be assumed to have known was not in the best interests of the Charity or about which the person concerned did not care whether it was in the best interests of the Charity or not.

There is excluded from sub-clause 4.2.2 any liability to make such a contribution where the basis of the Director's liability is his or her knowledge prior to the insolvent liquidation of the Charity (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Charity would avoid going into insolvent liquidation.

5. Income and Expenditure

5.1 The income and property of the Charity shall be applied solely towards the promotion of the Objects.

- 5.2 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.
- 5.3 Subject to the restrictions in sub-clauses 4.2 and 4.3 a Director may benefit from trustee indemnity insurance cover purchased at the Charity's expense.
- 5.4 A Director may receive an indemnity from the Charity in the circumstances specified in Article 30.
- 5.5 None of the income or property of the Charity may be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to any member of the Charity. This does not prevent a member who is not also a Director receiving:
 - 5.5.1 a benefit from the Charity in the capacity of a beneficiary of the Charity;
 - 5.5.2 reasonable and proper remuneration for any goods or services supplied to the Charity.
- 5.6 No Director may:
 - 5.6.1 buy any goods or services from the Charity;
 - 5.6.2 sell goods, services or any interest in land to the Charity;
 - 5.6.3 be employed by, or receive any remuneration from the Charity;
 - 5.6.4 receive any other financial benefit from the Charity; unless:
 - 5.6.4.1 the payment is permitted by clause 5.7 and the Directors follow the procedure and observe the conditions set out in clause 5.8;
or
 - 5.6.4.2 the Directors obtain the prior written approval of the Commission and fully comply with any procedures it prescribes.
- 5.7 5.7.1 A Director may receive a benefit from the Charity in the capacity of a beneficiary of the Charity.

- 5.7.2 A Director may be employed by the Charity or enter into a contract for the supply of goods or services to the Charity, other than for acting as a Director.
 - 5.7.3 A Director may receive interest on money lent to the Charity at a reasonable and proper rate not exceeding 2% per annum below the base rate of a clearing bank to be selected by the Directors.
 - 5.7.4 A company of which a Director is a member may receive fees remuneration or other benefit in money or money's worth provided that the shares of the company are listed on a recognised stock exchange and the Director holds no more than 1% of the issued capital of that company.
 - 5.7.5 A Director may receive rent for premises let by the Director to the Charity if the amount of the rent and the other terms of the lease are reasonable and proper.
- 5.8 5.8.1 The Charity and its Directors may only rely upon the authority provided by clause 5.7.1 to 5.7.5 if each of the following conditions is satisfied:
- 5.8.1.1 the remuneration or other sums paid to the Director do not exceed an amount that is reasonable in all the circumstances.
 - 5.8.1.2 The Director is absent from the part of any meeting at which there is discussion of:

- his or her employment or remuneration, or any matter concerning the contract; or
- his or her performance in the employment, or his or her performance of the contract; or
- any proposal to enter into any other contract or arrangement with him or her or to confer any benefit upon him or her that would be permitted under sub-clause; or
- any other matter relating to a payment or the conferring of any benefit permitted by clauses 5.7.1-5.7.5.

5.8.1.3 The Director does not vote on any such matter and is not to be counted when calculating whether a quorum of Directors is present at the meeting.

5.8.1.4 The other Directors are satisfied that it is in the interests of the Charity to employ or to contract with that Director rather than with someone who is not a Director. In reaching that decision the Directors must balance the advantage of employing a Director against the disadvantages of doing so (especially the loss of the Director's services as a result of dealing with the Director's conflict of interest).

5.8.1.5 The reason for their decision is recorded by the Directors in the minute book.

5.8.1.6 A majority of the Directors then in office have received no such payments.

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

5.8.2.1 a partner;

5.8.2.2 an employee;

5.8.2.3 a consultant;

5.8.2.4 a director; or

5.8.2.5 a shareholder, unless the shares of the company are listed on a recognised stock exchange and the Director holds less than 1% of the issued capital.

5.9 In clauses 5.2-5.8 of this clause 5:

5.9.1 "Charity" shall include any company {see 4.1.14 above} in which the Charity:

- holds more than 50% of the shares; or
- controls more than 50% of the voting rights attached to the shares; or
- has the right to appoint one or more directors to the Board of the company;

5.9.2 "Director" shall include any child, parent, grandchild, grandparent, brother, sister or spouse of the Director or any person living with the Director as his or her partner.

6. The liability of the members is limited.

7. Every member promises, if the Charity is dissolved while he or she is a member or within twelve months after he or she ceases to be a member, to contribute such sum not exceeding £10 as may be demanded of him or her towards the payment of the debts and liabilities of the Charity incurred before he or she ceases to be a member, and of the costs charges and expenses of winding up, and the adjustment of the rights of the contributories among themselves.

8. Winding up

8.1 The members of the Charity may at any time before, and in expectation of, its dissolution resolve that any net assets of the Charity after all its debts and liabilities have been paid, or provision has been made for them, shall on or before the dissolution of the Charity be applied or transferred in any of the following ways:

8.1.1 directly for the Objects; or

- 8.1.2 by transfer to any charity or charities for purposes similar to the Objects; or
 - 8.1.3 to any charity for use for particular purposes that fall within the Objects;
- 8.2 Subject to any such resolution of the members of the Charity, the Directors of the Charity may at any time before and in expectation of its dissolution resolve that any net assets of the Charity after all its debts and liabilities have been paid, or provision been made for them, shall on dissolution of the Charity be applied or transferred:
- 8.2.1 directly for the Objects; or
 - 8.2.2 by transfer to any charity or charities for purposes similar to the Objects; or
 - 8.2.3 to any charity or charities for use for particular purposes that fall within the Objects.
- 8.3 In no circumstances shall the net assets of the charity be paid to or distributed among the members of the Charity (except to a member that is itself a charity) and if no such resolution is passed by the members or the Directors the net assets of the Charity shall be applied for charitable purposes as directed by the court or the Commission.