

Company No: 8079474

ARTICLES OF ASSOCIATION
OF
BRIDGEWATER HIGH SCHOOL TRADING LIMITED

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COMPANY NUMBER 8079474

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

OF

BRIDGEWATER HIGH SCHOOL TRADING LIMITED

INTRODUCTION

1 INTERPRETATION

1.1 In these articles, unless the context otherwise requires:

“Act”	means the Companies Act 2006;
“Articles”	means the Company’s articles of association for the time being in force;
“board”	means the board of directors of the Company from time to time;
“business day”	means any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business;
“Conflict”	has the meaning given in article 14.1;
“director”	means a director for the time being of the Company;
“eligible director”	means a director who would be entitled to vote on the matter at a meeting of directors (but excluding any director whose vote is not to be counted in respect of the particular matter);
“Local Authority Person”	means any person associated with any local authority within the meaning given in section 69 of the Local Government and Housing Act 1989;
“Model Articles”	means the model articles for private companies limited by guarantee contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended

prior to the date of adoption of these Articles;

“Regulations” means the School Companies Regulations 2002;

“the School” means the Governing Body of Bridgewater High School or in the event that the Governing Body of Bridgewater High School is dissolved the governors and/or directors from time to time of the successor school or academy to Bridgewater High School;

“School Director” means a director who is also a member of the School’s Senior Leadership Team and appointed pursuant to article 6.1;

“Supervising Authority” means Warrington Borough Council or such other local authority designated as the supervising authority for the Company from time to time pursuant to the Regulations;

- 1.2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.
- 1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.4 A reference in these Articles to “article” is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.5 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time taking account of:
 - (a) any subordinate legislation from time to time made under it; and
 - (b) any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.6 Any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

- 1.7 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles.
- 1.8 Articles 8, 9(1), 9(3), 11(2), 11(3), 13, 14(1), 14(2), 14(3), 14(4), 17(2), 22(1), 38 and 39 of the Model Articles shall not apply to the Company.
- 1.9 Article 7 of the Model Articles shall be amended by:
 - (a) the insertion of the words “for the time being” at the end of article 7(2)(a); and
 - (b) the insertion in article 7(2) of the words “(for so long as he remains the sole director)” after the words “and the director may”.
- 1.10 Article 24 of the Model Articles shall be amended by in the insertion of the sentence “Two thirds of members, each being a member or a proxy of a member or a duly authorised representative of a member organisation entitled to vote upon the business to be transacted shall constitute a quorum.” at the end of article 24.

OBJECTS

- 2 The Company’s objects (the “**Objects**”) shall be:
 - 2.1 to provide outdoor education-related services and facilities to students of the School, other children and young people and other schools and colleges including, but not limited to, the Duke of Edinburgh Award and other adventurous or outdoor educational activity.
 - 2.2 to enter into contracts to supply education related services and facilities to schools, colleges, local authorities, children, young people, adult learners, companies, corporations, trusts, associations and institutions;
 - 2.3 to provide school improvement, training opportunities and related services to schools, colleges, local authorities, companies, corporations, trusts, associations and institutions; and
 - 2.4 to carry out any other activities ancillary or incidental to carrying out the objects listed in articles 2.1 to 2.3.
- 3 The Company shall have power to do anything that a natural or corporate person can lawfully do which is necessary and expedient to achieve its Objects, except as expressly prohibited in these articles and in particular it has powers:
 - 3.1 to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments, and to operate bank accounts in the name of the Company;

- 3.2 to acquire, alter, improve, and (subject to such consents as may be required by law) to charge, dispose or otherwise turn to account all or any part of the property and rights of the Company;
- 3.3 to provide educational facilities and services to students of all ages and the wider community;
- 3.4 to raise funds and set aside funds for special purposes or as reserves against future expenditure;
- 3.5 to employ such staff as are necessary for the proper pursuit of the Objects and to make all reasonable and necessary provision for the payments of pensions and superannuation to staff and their dependents;
- 3.6 to subscribe or guarantee money for any national, local, charitable, benevolent, public, general or useful object or for any exhibition or other purpose which may be considered likely, directly or indirectly, to further the Objects of the Company;
- 3.7 to pay out of funds of the Company the costs, charges and expenses of and incidental to the formation and registration of the Company;
- 3.8 subject to article 4, to borrow and raise money (subject to such consents as may be required by law) for the furtherance of the Objects in such manner and on such security as the Company may think fit;
- 3.9 to invest the monies of the Company not immediately required for the furtherance of its Objects in such investments as may be thought proper, and to hold, sell or otherwise deal with such investments;
- 3.10 to amalgamate or enter into any partnership or any joint purse or profit sharing arrangement, or co-operate in any way with any person, firm, or company carrying on or proposing to carry on any business or operation within the objects of the Company, and to assist any such person, firm or company;
- 3.11 to apply for, promote and obtain any Act of Parliament, or other licence, permission or authority for enabling the Company to carry any of the Objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem expedient; to oppose any proceedings or applications which may seem calculated, directly or indirectly to prejudice the Company's interests, and to enter into any arrangements with any governments or authorities, supreme, municipal, local or otherwise, or any corporations, companies or persons, that may seem conducive to the attainment of the Company's objects or any of them;
- 3.12 to act as agents or brokers and as trustees for any person, firm or company, to undertake and perform sub-contracts, and to act in any of the businesses of the Company through or by means of agents, brokers, subcontractors or others;

- 3.13 to promote any company for the purpose of acquiring all or any of the property or undertaking any of the liabilities of the Company, the promotion of which shall be considered to be calculated to advance directly or indirectly the Objects of the Company;
 - 3.14 to insure any of the property or assets of the Company against any insurable risk or risks and to effect, purchase or take assurances on the lives of any debtors to the Company, or on the lives of any other persons in whom the Company may have an insurable interest;
 - 3.15 to buy, take on or lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use;
 - 3.16 to sell and in any other manner deal with or otherwise dispose of the whole or any part of the business or property of the Company for such consideration as the Company may think fit, and in particular for shares, debentures, debenture stock, or securities of any other organisation;
 - 3.17 to provide indemnity insurance to cover the liability of directors which by virtue of any rule of law would attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Company. Provided that any such insurance shall not extend to any claim arising from any act or omission which the directors knew to be breach of trust or breach of duty or which was committed by the directors in reckless disregard of whether it was a breach of trust or a breach of duty or not and provided also that any such insurance shall not extend to the costs of any unsuccessful defence to a criminal prosecution brought against the directors in their capacity as directors; and
 - 3.18 to do all such other lawful things as are necessary for or incidental to or conducive to the achievement of the Objects.
- 4 The Company shall not, without the prior written consent of the Supervising Authority, have the power to borrow any funds, whether secured or unsecured.
- 5 The income and property of the Company shall be applied solely for the Objects and whilst the Company is trading no portion of its income or property shall be paid to the members of the Company **PROVIDED THAT** nothing shall prevent the Company from distributing any property it may own when it is wound up between the members of the Company in equal shares and **FURTHER PROVIDED THAT** nothing shall prevent the Company from making payment in good faith at a reasonable and proper rate to any member, officer or servant of the Company in respect of remuneration for services rendered, interest on moneys lent, rent for premises demised or reimbursement of out-of-pocket expenses.

DIRECTORS

6 NUMBER OF DIRECTORS

- 6.1 Unless otherwise determined by ordinary resolution, the number of directors shall not be subject to any maximum but shall not be less

than five, of which no more than 50 per cent at any one time shall be School Directors.

APPOINTMENT OF DIRECTORS

- 6.2 All of the directors are to be appointed by the School.
- 6.3 The School may remove any or all of the directors at any time (with or without reason).
- 6.4 The School may appoint a person as a director either in substitution for a director it has removed or to fill a casual vacancy.
- 6.5 The appointment or removal of a director under the Articles is to take effect when the School gives written notice of the appointment or removal to the Company's registered office or in person at a board meeting acting by its authorised representative.

7 DIRECTORS' EXPENSES

- 7.1 Directors are entitled to be paid all reasonable expenses properly incurred by them in attending board meetings and in carrying out their duties as directors.
- 7.2 The payment of expenses is subject to the production of satisfactory receipts.

8 DISQUALIFICATION AND REMOVAL OF DIRECTORS

A person shall be ineligible for appointment to the board and if already appointed shall immediately cease to be a director if the relevant individual:-

- 8.1 ceases to be a director by virtue of any provision of the Act or becomes prohibited by law from being a company director;
- 8.2 becomes bankrupt or makes any arrangement or composition with his creditors generally;
- 8.3 is convicted of any criminal offence (other than minor offences under the Road Traffic Acts or the Road Safety Acts for which a fine or non-custodial penalty is imposed or any conviction which is a spent conviction for the purposes of the Rehabilitation of Offenders Act 1974);
- 8.4 is, or may be, suffering from mental disorder and either:-
 - (a) is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1960; or
 - (b) an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his/her detention or for the appointment

of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs;

- 8.5 resigns his office by notice to the Company;
- 8.6 is a director and he ceases to be an employee of the Company or the School (as applicable); or
- 8.7 is removed by written notice from the School.

9 UNANIMOUS DECISIONS

- 9.1 A decision of the directors is taken in accordance with this article when all eligible directors indicate to each other by any means that they share a common view on a matter.
- 9.2 Such a decision may take the form of a resolution in writing, where each eligible director has signed one or more copies of it, or to which each eligible director has otherwise indicated agreement in writing.
- 9.3 A decision may not be taken in accordance with this article if the eligible directors would not have formed a quorum at such a meeting.

10 CALLING A DIRECTORS' MEETING

- 10.1 Any director may call a directors' meeting by giving not less than two business days' notice of the meeting (or such shorter notice as all the directors may agree) to the directors or by authorising the company secretary (if any) to give such notice.
- 10.2 Notice of a directors' meeting shall be given to each director by email to such email address notified (from time to time) by each director to the Company for such purposes.

11 QUORUM FOR DIRECTORS' MEETINGS

- 11.1 Subject to article 11.2 the quorum for the transaction of business at a meeting of directors is any four eligible directors.
- 11.2 For the purposes of any meeting (or part of a meeting) held pursuant to article 11 to authorise a director's conflict, if there is only one eligible director in office other than the conflicted director(s), the quorum for such meeting (or part of a meeting) shall be one eligible director.
- 11.3 If the total number of directors in office for the time being is less than the quorum required, the directors must not take any decision other than a decision to call a general meeting so as to enable the members to appoint further directors.

12 CASTING VOTE AT DIRECTORS' MEETINGS

12.1 If the numbers of votes for and against a proposal at a meeting of directors are equal, the chairman or other director chairing the meeting shall have a casting vote.

12.2 Article 12.1 shall not apply in respect of a particular meeting (or part of a meeting) if, in accordance with the Articles, the chairman or other director is not an eligible director for the purposes of that meeting (or part of a meeting).

13 RESTRICTIONS ON ENTERING INTO CONTRACTS IN WHICH A DIRECTOR HAS AN INTEREST

13.1 The Company may only enter into a contract with a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company if:

- (a) the goods or services supplied to the Company under the contract are required by the Company; and
- (b) the nature and level of consideration is no more than is reasonable in relation to the value of the goods or services.

13.2 For the purposes of article 13.1, a director has an interest in a contract if the following conditions are met and one of the conditions in paragraph (c) is met:

- (a) the contract is for the supply of goods or services in return for a payment or other material benefit; and
- (b) the contract is not for the supply of services within the scope of the ordinary duties of the director; and
- (c) one of the following applies:
 - (i) the director is a party to the contract;
 - (ii) a firm of which the director is a partner is party to the contract; or
 - (iii) a company or unincorporated association of which he is a member, is a party to the contract and where the company of which he is a member is limited by shares, he is a member holding more than 1% of the issued share capital of the company.

14 DIRECTORS' CONFLICTS OF INTEREST

14.1 The directors may, in accordance with the requirements set out in this article, authorise any matter or situation proposed to them by any director which would, if not authorised, involve a director breaching his duty under section 175 of the Act to avoid conflicts of interest (a "Conflict").

14.2 Any authorisation under this article will be effective only if:

- (a) the matter in question shall have been proposed by any director for consideration at a meeting of directors in the same way that any other matter may be proposed to the directors under the provisions of these Articles or in such other manner as the directors may determine;
- (b) any requirement as to the quorum at the meeting of the directors at which the matter is considered is met without counting the director in question; and
- (c) the matter was agreed to without his voting or would have been agreed to if his vote had not been counted.

14.3 Any authorisation of a Conflict under this article may (whether at the time of giving the authorisation or subsequently):

- (a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised;
- (b) be subject to such terms and for such duration, or impose such limits or conditions as the directors may determine; and
- (c) be terminated or varied by the directors at any time (but this will not affect anything done by the director prior to such termination or variation in accordance with the terms of the authorisation).

14.4 In authorising a Conflict, the directors may decide (whether at the time of giving the authorisation or subsequently) that if a director has obtained any information through his involvement in the Conflict otherwise than as a director of the Company and in respect of which he owes a duty of confidentiality to another person, the director is under no obligation to:

- (a) disclose such information to the directors or to any director or other officer or employee of the Company; or
- (b) use or apply such information in performing his duties as a director,

where to do so would amount to a breach of that confidence.

14.5 Where the directors authorise a Conflict they may (whether at the time of giving the authorisation or subsequently) provide, without limitation, that the director:

- (a) is excluded from discussions (whether at meetings of directors or otherwise) related to the Conflict;
- (b) is not given any documents or other information relating to the Conflict; and

- (c) may or may not vote (or may or may not be counted in the quorum) at any future meeting of directors in relation to any resolution relating to the Conflict.

14.6 Where the directors authorise a Conflict:

- (a) the director will be obliged to conduct himself in accordance with any terms imposed by the directors in relation to the Conflict; and
- (b) the director will not infringe any duty he owes to the Company by virtue of sections 171 to 177 of the Act provided he acts in accordance with such terms, limits and conditions (if any) as the directors may impose in respect of its authorisation.

14.7 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

15 REMUNERATION OF DIRECTORS

15.1 The directors shall establish a committee to be called the "Remuneration Committee" to recommend to the directors the terms of service and remuneration of the Company's executive directors. The provisions of article 16 shall apply to the constitution, membership and proceedings of the Remuneration Committee PROVIDED THAT the members of the Remuneration Committee shall solely comprise of all of the Company's non-executive directors from time to time otherwise.

15.2 The directors shall, on the recommendation of the Remuneration Committee, determine the terms of service and remuneration of the Company's executive directors.

15.3 No director shall be entitled to be present or to vote when their own remuneration or their own terms of service are being discussed. Nothing in this article shall prevent a director from being present or voting upon benefits (including the provision of pensions and insurance) which are provided equally for all directors or for all executive directors of the Company.

16 COMMITTEES

Subject to these Articles, the directors may establish any committee.
Subject to these Articles:

- (a) the constitution, membership and proceedings of any committee shall be determined by the directors. Subject to

any such conditions, the proceedings of a committee with two or more members shall be governed by the Articles regulating the proceedings of the board so far as they are capable of applying;

- (b) the establishment, terms of reference, constitution and membership of any committee of the directors shall be reviewed at least once in every twelve months;
- (c) the membership of any committee of the directors may include persons who are not directors, provided that a majority of members of any such committee shall be directors;
- (d) no vote on any matter shall be taken at a meeting of a committee of the directors unless the majority of members of the committee present are directors.

17 RECORDS OF DECISIONS TO BE KEPT

Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in permanent form, so that they may be read with the naked eye.

18 SECRETARY

The directors may appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the directors so decide, appoint a replacement, in each case by a decision of the directors.

19 AVOIDING INFLUENCED COMPANY STATUS

19.1 Notwithstanding the number of members from time to time, the maximum aggregate number of votes exercisable by Local Authority Persons shall never exceed 19.9% of the total number of votes exercisable by members in general meeting and the votes of the other member(s) having a right to vote at the meeting will be increased on a pro-rata basis.

19.2 No person who is a Local Authority Person may be appointed as a director if, once the appointment had taken effect, the number of directors who are Local Authority Persons would represent 20% or more of the total number of directors. Upon any resolution put to the directors, the maximum aggregate number of votes exercisable by any directors who are Local Authority Persons shall represent a maximum of 19.9% of the total number of votes cast by the directors on such a resolution and the votes of the other directors having a right to vote at the meeting will be increased on a pro-rata basis.

19.3 The member(s) will each notify the Company and each other if at any time they believe that the Company or any of its subsidiaries has become subject to the influence of a local authority (as described in section 69 of the Local Government and Housing Act 1989).

MEMBERS

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- 20.1 The subscriber to the Company's memorandum of association and such other persons as are admitted to membership in accordance with the Articles shall be members of the Company. No person shall be admitted a member of the Company unless he is approved by the directors. The member may agree in writing to appoint such additional members as they think fit.
- 20.2 Membership shall not be transferable.
- 20.3 Only persons in the following categories are permitted to become members of the Company:
- (a) the governing body of a maintained school;
 - (b) the governing body of an academy;
 - (c) a local authority in England;
 - (d) the proprietor of an independent school or the governing body of an independent school (if the governing body has legal personality) which provides full-time education for five or more pupils of compulsory school age;
 - (e) a company which has as a significant proportion of its business the provision of education or educational or ancillary services or goods;
 - (f) a higher education institution;
 - (g) a further education institution; and
 - (h) any individual who is not excluded from membership of a school company by Schedule 1 to the Regulations.
- 20.4 A member may at any time withdraw from the Company by giving twelve weeks' notice to the directors.
- 20.5 Any document which is required to be signed by a corporate member may be signed on its behalf by any of its directors.

LIABILITY OF MEMBERS

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- 21.1 The liability of the member(s) is limited.
- 21.2 Every member of the Company undertakes to contribute such amount as may be required, not exceeding £10, to the Company's assets if it should be wound up whilst he is a member or within one year after he ceases to be a member, for payment of the Company's debts and liabilities contracted before he ceases to be a member,

and of the costs, charges and expenses of winding up, and for the adjustments of the rights of the contributories among themselves.

22 MEANS OF COMMUNICATION TO BE USED

22.1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:

- (a) if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted;
- (b) if properly addressed and delivered by hand, when it was given or left at the appropriate address;
- (c) if properly addressed and sent or supplied by electronic means, two hours after the document or information was sent or supplied; and
- (d) if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

For the purposes of this article, no account shall be taken of any part of a day that is not a working day.

22.2 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by the Act.

23 INDEMNITY

23.1 Subject to article 23.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

- (a) each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer:
 - (i) in the actual or purported execution and/or discharge of his duties, or in relation to them; and
 - (ii) in relation to the Company's (or any associated company's) activities as trustee of an occupational pension scheme (as defined in section 235(6) of the Act,

including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court

grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated company's) affairs; and

- (b) the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 23.1(a) and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

23.2 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law.

23.3 In this article (and article 24):

- (a) a “**relevant officer**” means any director or other officer or former director or other officer of the Company or an associated company (including a company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act), but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor); and
- (b) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

24 INSURANCE

24.1 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.

24.2 In this article:

- (a) a “**relevant officer**” shall have the meaning given in article 23.3(a);
- (b) a “**relevant loss**” means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company; and
- (c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.