

File Copy



**CERTIFICATE OF INCORPORATION
OF A
PRIVATE LIMITED COMPANY**

Company No. 8645246

The Registrar of Companies for England and Wales, hereby certifies that

RINGWOOD WALDORF SCHOOL

is this day incorporated under the Companies Act 2006 as a private company, that the company is limited by guarantee, and the situation of its registered office is in England and Wales

Given at Companies House, Cardiff, on 9th August 2013



N08645246M



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

The above information was communicated by electronic means and authenticated by the Registrar of Companies under Section 1115 of the Companies Act 2006



Companies House
for the record —

IN01(ef)

Application to register a company

Received for filing in Electronic Format on the: 09/08/2013



X2EF9SH7

Company Name **RINGWOOD WALDORF SCHOOL**
in full:

I confirm that the above proposed company meets the conditions for exemption from the requirements to have a name ending with 'Limited' or permitted alternative

Company Type: **Private limited by guarantee**

Situation of Registered Office: **England and Wales**

Proposed Register Office Address: **RINGWOOD WALDORF SCHOOL, FOLLY FARM LANE, ASTLEY
RINGWOOD
HAMPSHIRE
ENGLAND
BT124 2NN**

I wish to adopt entirely bespoke articles

Proposed Officers

Company Secretary 1

Type: **Person**
Full forename(s): MR NIGEL KARI

Surname: REVILL

Former names:

Service Address recorded as Company's registered office

Consented to Act: **Y** *Date authorised:* **09/08/2013** *Authenticated:* **YES**

Company Director 1

Type: **Person**
Full forename(s): **MISS VANESSA MARGARET**

Surname: **INNES**

Former names:

Service Address recorded as Company's registered office

Country/State Usually Resident: **ENGLAND**

Date of Birth: **12/07/1962** Nationality: **BRITISH**
Occupation: **HOUSEWIFE**

Consented to Act: **Y** Date authorised: **09/08/2013** Authenticated: **YES**

Company Director 2

Type: **Person**
Full forename(s): **MR DAVID ROBERT**

Surname: **JUKES**

Former names:

Service Address recorded as Company's registered office

Country/State Usually Resident: **ENGLAND**

Date of Birth: **23/01/1962** Nationality: **BRITISH**
Occupation: **DENTAL SURGEON**

Consented to Act: **Y** Date authorised: **09/08/2013** Authenticated: **YES**

Company Director 3

Type: **Person**
Full forename(s): **MRS FRANCES MARY**

Surname: **MATCHAM**

Former names:

Service Address recorded as Company's registered office

Country/State Usually Resident: **ENGLAND**

Date of Birth: **08/07/1944** Nationality: **BRITISH**
Occupation: **RETIRED**

Consented to Act: **Y** Date authorised: **09/08/2013** Authenticated: **YES**

Company Director 4

Type: **Person**
Full forename(s): **MR GRAHAM PAUL**

Surname: **HOLT**

Former names:

Service Address recorded as Company's registered office

Country/State Usually Resident: **ENGLAND**

Date of Birth: **09/05/1957** Nationality: **BRITISH**
Occupation: **BUILDER**

Consented to Act: **Y** Date authorised: **09/08/2013** Authenticated: **YES**

Company Director 5

Type: **Person**
Full forename(s): **MR ESBJORN RODERICK**

Surname: **WILMAR**

Former names:

Service Address recorded as Company's registered office

Country/State Usually Resident: **ENGLAND**

Date of Birth: **06/10/1970** *Nationality:* **NETHERLANDS**

Occupation: **DIRECTOR**

Consented to Act: **Y** *Date authorised:* **09/08/2013** *Authenticated:* **YES**

Statement of Guarantee

I confirm that if the company is wound up while I am a member, or within one year after I cease to be a member, I will contribute to the assets of the company by such amount as may be required for :

- payment of debts and liabilities of the company contracted before I cease to be a member;*
- payments of costs, charges and expenses of winding up, and;*
- adjustment of the rights of the contributors among ourselves, not exceeding the specified amount below.*

Name: THE SHIELING TRUST

Address: CENTRAL OFFICE HORTON ROAD
ASHLEY HEATH
RINGWOOD
HAMPSHIRE
ENGLAND
BH24 2EB

Amount Guaranteed: 1

Statement of Compliance

I confirm the requirements of the Companies Act 2006 as to registration have been complied with.

memorandum delivered by an agent for the subscriber(s): Yes

Agent's Name: THE LONDON LAW AGENCY LIMITED

Agent's Address: THE OLD EXCHANGE 12 COMPTON ROAD
WIMBLEDON, LONDON
UNITED KINGDOM
SW19 7QD

Authorisation

Authoriser Designation: agent

Authenticated: Yes

Agent's Name: THE LONDON LAW AGENCY LIMITED

Agent's Address: THE OLD EXCHANGE 12 COMPTON ROAD
WIMBLEDON, LONDON
UNITED KINGDOM
SW19 7QD

The Companies Act 2006

Company Limited by Guarantee and not having a Share Capital

Memorandum of Association
of
Ringwood Waldorf School

Bates Wells & Braithwaite London LLP
2-6 Cannon Street
London EC4M 6YH
(Telephone: 020 7551 7777)
www.bwllp.com
JB/202016/0005

The Companies Act 2006

Company Limited by Guarantee and not having a Share Capital

Memorandum of Association of Ringwood Waldorf School

Each subscriber to this Memorandum of Association wishes to form a company under the Companies Act 2006 and agrees to become a member of the Company and to take at least one share.

Name of each subscriber

Authentication by each subscriber

The Sheiling Trust (company no. 01929545)

Date: 9 August 2013

The Companies Act 2006

Company Limited by Guarantee and not having a Share Capital

Articles of Association
of
Ringwood Waldorf School

Bates Wells & Braithwaite London LLP
2-6 Cannon Street
London EC4M 6YH
(Telephone: 020 7551 7777)
www.bwblp.com
JB/202016/0003

The Companies Act 2006

Company Limited by Guarantee and not having a Share Capital

Articles of Association of Ringwood Waldorf School

Interpretation

1. The interpretation of these Articles is governed by the provisions set out in *Schedule 1* to these Articles.

Objects

2. The Charity's objects are to, for the public benefit, promote good health, establish social and/or educational communities and advance education and training, particularly (without limitation) by establishing, maintaining, carrying on, managing and developing educational institutions which provide Steiner Waldorf education for children in accordance with the principles of Dr Rudolf Steiner (as summarised in *Schedule 2* to these Articles).

Powers

3. To promote its objects but not for any other purpose the Charity may:-
 - 3.1 establish, maintain, carry on, manage and develop educational institutions in line with the principles of Rudolf Steiner;
 - 3.2 provide to, or procure for, beneficiaries education, training, leisure activity and work, within, or outside, the Charity community, or communities;
 - 3.3 provide for all aspects of organisational, social and business life in the Charity community, or communities, including such administrative and management structures as are necessary for, or otherwise conducive to, the education and support of the Charity's beneficiaries;
 - 3.4 liaise, exchange information and advice and co-operate with public authorities and charitable and other organisations;
 - 3.5 produce and support written materials in any format;
 - 3.6 undertake and promote education and training and arrange and provide for classes, conferences, displays, exhibitions, lectures, meetings, seminars and similar events;
 - 3.7 undertake and promote research, surveys, studies or other work, publishing the useful results;
 - 3.8 provide or procure the provision of advice, counselling and guidance;

- 3.9 alone, or with other organisations, seek to influence public opinion and make representations to and seek to influence governmental and other institutions regarding the development and implementation of appropriate public policies, provided that all such activities shall be conducted on the basis of well-founded, reasoned argument and shall in all other respects be confined to those which a charity subject to the law of England and Wales may properly undertake;
- 3.10 enter into contracts to provide services to, or on the behalf of, other persons or bodies;
- 3.11 acquire any interest in real or personal property, construct and alter buildings and maintain such property and equip it for use;
- 3.12 sell, lease, mortgage, or otherwise dispose of, or deal with, any of its real or personal property (subject to required consents);
- 3.13 borrow and provide charges, guarantees and other security (subject to required consents);
- 3.14 raise funds provided that (subject to Article 3.15) the Charity shall not undertake permanent trading activities in raising funds;
- 3.15 carry on trade in the course of carrying out any of its objects, temporary trade ancillary to carrying out its objects and any other trade which is not expected to give rise to taxable profits;
- 3.16 incorporate wholly owned subsidiary companies to carry on any trade;
- 3.17 employ and engage employees, contractors and professional or other advisors and recruit and appoint volunteers;
- 3.18 make appropriate provision for persons who are, or have been, under the direction of the Charity, including, for the avoidance of doubt employees by way of pensions, superannuation, retirement benefits and other financial or material support;
- 3.19 establish, support or aid any other charity and subscribe, lend or guarantee money or property for charitable purposes;
- 3.20 become a member, affiliate or associate of, act as trustee of, or appoint trustees of, any other charity (including, without limitation, any charitable trust of permanent endowment property);
- 3.21 undertake and execute charitable trusts;
- 3.22 amalgamate with, acquire or undertake all or any property, liabilities and engagements of any charity having charitable objects wholly, or in part, similar, to those of the Charity;
- 3.23 set aside funds for special purposes or, in accordance with an appropriate written policy, as reserves;

- 3.24 invest and deal with the Charity's funds not immediately required for its objects in or upon any investments, securities or property;
- 3.25 delegate the management of investments to a financial expert and arrange for investments, or other property, of the Charity to be held in the name of a nominee, in each case 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;
- 3.26 give loans, credit and guarantees, taking appropriate security, and become or give security for the performance of contracts by any person;
- 3.27 open and operate banking accounts and other facilities for banking and use any financial instruments;
- 3.28 insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;
- 3.29 pay out of the funds of the Charity the cost of any premium in respect of indemnity insurance to cover the liability of the Trustees (or any of them) which by virtue of any rule of law would otherwise 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 Charity, except that no such insurance shall extend to liability for:
 - 3.29.1 any claim arising from any act or omission which the Trustee (or any of them) knew to be a breach of trust or breach of duty or which was committed by the Trustee (or any of them) in reckless disregard of whether it was a breach of trust or breach of duty or not;
 - 3.29.2 personal fines;
 - 3.29.3 costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud, dishonesty, or wilful or reckless misconduct of the Trustee.
- 3.30 do all such other lawful things as shall further the Charity's objects.

Limitation on private benefits

- 4. The income and property of the Charity shall be applied solely towards the promotion of its objects.
 - 4.1 No part of the income and property of the Charity shall be paid or transferred, directly or indirectly, by way of benefit, to Members and no Trustee may receive any remuneration, or other benefit in money or money's worth, from the Charity, except for payment in good faith of:-
 - 4.1.1 any payment made, or benefit provided, to any Member, or Trustee, or Connected Person in their capacity as a beneficiary of the Charity;
 - 4.1.2 reasonable and proper payment to any person (not being a Trustee) for any goods or services supplied to the Charity;

- 4.1.3 reasonable travelling and other out of pocket expenses necessarily incurred in carrying out the duties of an employee, Trustee, or other representative of the Charity;
 - 4.1.4 interest on money lent to the Charity at a reasonable and proper rate per annum;
 - 4.1.5 reasonable and proper rent for premises let to the Charity;
 - 4.1.6 payments, or other benefits, in money or money's worth, to any company of which a Member, Trustee, or Connected Person is a member holding not more than 1% of its capital;
 - 4.1.7 reasonable and proper premiums in respect of indemnity insurance effected in accordance with Article 3.29;
 - 4.1.8 the usual professional charges for business done by any Member, or subject to Article 4.2, any Trustee or Connected Person, who is a solicitor, accountant or other person engaged in a profession, or by any partner of his/hers, when instructed by the Charity to act in a professional capacity on its behalf; or
 - 4.1.9 payment for other goods or services provided to the Charity by any Member or, subject to Article 4.2, any Trustee or Connected Person (other than for acting as a trustee).
- 4.2 Any payments, or other benefits, under Article 4.1.8 or 4.1.9 may only be made if the following conditions are satisfied:
- 4.2.1 the payments, or other benefits, do not exceed an amount that is reasonable in all the circumstances;
 - 4.2.2 any relevant Trustee is absent from and does not count towards quorum for the part of any meeting at which there is discussion of and does not vote on any resolution relating, to his/her, or a relevant Connected Person's, engagement by the Charity under any contract, the payment and other terms of such contract and such person's performance under it.
 - 4.2.3 the terms of engagement are contained in a written contract;
 - 4.2.4 in relation to any such proposed contract with a relevant Trustee, or Connected Person, that the other Trustees are satisfied that it is in the best interests of the Charity to enter into a contract with that Trustee, or Connected Person, rather than with someone who is not a Trustee, or Connected Person;
 - 4.2.5 the reasons for the decision of the Trustees are recorded in the official minutes of trustee meetings;
 - 4.2.6 no more than a minority of Trustees then in office are party to a contract for any such payment, or other benefit, at any time.

- 4.3 The restrictions and qualifications to them, under this Article 4, relating to remuneration of and provision of benefits to Trustees from the Charity apply also to remuneration of and benefits to Trustees from Subsidiary Companies.
- 4.4 For any transaction authorised by Articles 4.1, 4.2 or 4.3 the Trustee's duty (arising under the Act) to avoid a Conflict of Interest with the Charity shall be disapplied provided the relevant provisions of Article 44 have been complied with.

Limited liability

5. The liability of the Members is limited.

Member obligations

6. Every Member undertakes to contribute such amount as may be required, not exceeding £1, to the Charity's assets if it is wound up while he/she is, or within one year after he/she ceases to be, a Member for:-
 - 6.1 payment of the Charity's debts and liabilities contracted before he/she ceased to be a Member;
 - 6.2 the costs, charges and expenses of winding up; and
 - 6.3 the adjustment of rights, between themselves, of persons who have contributed to the Charity's assets.

Surplus on winding up

7. If any property remains after the Charity has been wound up or dissolved and all debts and liabilities have been satisfied, it shall be paid to the Sheiling Trust (company number 01929545), or transferred to some other charitable institution or institutions having similar objects. The institution or institutions to benefit shall be chosen by the Members at or before the time of winding up or dissolution. If the Charity is registered in Scotland, the institution or institutions must be charitable in Scotland as well as England.

Members

8. The Subscriber shall be the sole Member of the Charity (the "Sole Member").
9. In the event of a bona fide reconstruction of the Sole Member without insolvency the Trustees shall admit its successor organisation as Member.
10. In the event that the Sole Member goes into liquidation otherwise than for the purpose of a bona fide reconstruction without insolvency or has an administrator or a receiver or an administrative receiver appointed over all its assets or an order made or a resolution passed for its winding up the Sole Member's membership shall automatically cease, and the Trustees shall after consultation (as far as practicable) with representatives of the Sole Member admit any other person or persons willing to become a Member of the Charity to membership.

11. One of the trustees of the Board of Trustees of the Subscriber shall be its duly authorised representative, as agreed by mutual agreement between the Subscriber and the Charity, approval not unreasonably withheld.
12. Decisions of the Sole Member will be made:
 - 12.1 by passing a written resolution of its Board of Trustees in accordance with the provisions of the Act for which purpose its authorised representative shall sign the written resolution; and
 - 12.2 by its authorised representative notifying the Charity within 14 days that it has made such a decision.
13. Membership is not transferable or transmissible.
14. The Trustees may establish such classes of associate membership with such description and with such rights and obligations (including without limitation the obligation to pay a subscription) as they think fit and may admit and remove such associate members in accordance with such regulations as the Trustees shall make, provided that no such associate members shall be Members of the Charity for the purposes of the Articles or the Act.

Trustees

Number of Trustees

15. There shall be at least five Trustees.

Appointment, retirement, removal and disqualification of Trustees

16. The Trustees shall be proposed for appointment by the Trustees of the Charity, such appointment subject to the approval of the Sole Member through its Board of Trustees and may be removed by service on the Trustee and the Secretary (if any) of a written notice signed by the authorised representative of the Sole Member when so determined by the Sole Member's Board of Trustees.
17. There may be one (or more than one) Trustee who is also a trustee of the Sole Member.
18. No person may be appointed as a Trustee:
 - 18.1 unless he/she is over 18 years; or
 - 18.2 in circumstances such that, had he/she already been a Trustee, he/she would have been disqualified from acting.
19. Each Trustee shall retire from office at the third Annual Retirement Meeting following the commencement of his or her term of office.
20. The Annual Retirement Meeting shall be the meeting of the Trustees at which the accounts of the Charity are adopted.

Maximum term

21. Trustees retiring in accordance with Article 19 may be reappointed but a Trustee who has served for two consecutive terms of office must take a break from office and may not be reappointed until the earlier of:
 - 21.1.1 the anniversary of the commencement of his or her break from office; and
 - 21.1.2 the Annual Retirement Meeting following the Annual Retirement Meeting at which his or her break from office commenced.
22. If the retirement of a Trustee under Article 19 causes the number of Trustees to fall below that set out in Article 15 then the retiring Trustee shall remain in office until a new appointment is made.
23. Subject to the above Articles the Trustees may appoint a person who is willing to act to be a Trustee, either to fill a vacancy or as an additional Trustee. A Trustee so appointed shall hold office only until the next following Annual Retirement Meeting. If not reappointed at such Annual Retirement Meeting, he/she shall vacate office at the end of the meeting.
24. The office of a Trustee shall be vacated if:-
 - 24.1 he/she is removed by the Sole Member in accordance with Article 16;
 - 24.2 he/she ceases to be a Trustee by virtue of any provision of the Act, or becomes disqualified by law from being a company director or a charity trustee;
 - 24.3 the Trustees reasonably believe him/her to be suffering from mental disorder and to be incapable of acting and they resolve that he/she be removed from office for this reason;
 - 24.4 he/she resigns by notice to the Charity, provided at least two Trustees will remain in office when the resignation is to take effect;
 - 24.5 he/she fails to attend three consecutive meetings of the Trustees without reasonable apology and the Trustees resolve that he/she be removed for this reason;
 - 24.6 a resolution is passed by the Sole Member that he/she be removed from office, provided the Sole Member has invited the views of the Trustee concerned and considered the matter in the light of such views;
 - 24.7 at a Trustees' meeting at which at least half of the Trustees are present, a resolution is passed that he/she be removed from office. Such a resolution shall not be passed unless the Trustee has been given at least 14 clear days' notice in writing that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office, and has been afforded a reasonable opportunity of being heard by or of making written representations to the Trustees; or
 - 24.8 he/she is named on any barred list maintained under the Safeguarding Vulnerable Groups Act 2006 and, if it is a legal requirement that a trustee of the Charity be on the

register maintained under the Safeguarding Vulnerable Groups Act 2006, he/she is not on that register.

Powers of Trustees

25. Subject to the Act and the Articles, the business of the Charity shall be governed and managed by the Trustees, who may exercise all the powers of the Charity. No alteration of the Memorandum or Articles shall invalidate a prior act of the Trustees which would have been valid if that alteration had not been made. The powers given by this Article shall not be limited by any special power given to the Trustees by the Articles. A meeting of Trustees at which a quorum is present may exercise all powers exercisable by the Trustees.
26. The continuing Trustees, or a sole continuing Trustee, may act despite any trustee vacancies, but while there are fewer Trustees than required for a quorum the Trustees may only act for the purpose of increasing the number of Trustees, or of summoning a general meeting of the Charity.
27. All acts done by a person acting as a Trustee, even if it is afterwards discovered that there was a defect in his/her appointment, or that he/she was disqualified from holding office, or had vacated office, shall be as valid as if such person had been duly appointed and was qualified and had continued in office.
28. Subject to the Articles, the Trustees may regulate their proceedings as they think fit.

Chair of Trustees

29. The Trustees may appoint one of them to be chair of the Trustees and may at any time remove him/her from that office.

Delegation of Trustees' powers

30. The Trustees may by power of attorney or otherwise appoint any person to be an agent of the Charity for such purposes and on such conditions as they determine.
31. The Trustees may delegate any of their powers, duties, or functions, to any committee, or the implementation of any of their resolutions and day to day management of the affairs of the Charity to any person, or committee, in accordance with these Articles.

Delegations to committees

32. In the case of delegation to any committee:
 - 32.1 its composition shall be in the discretion of the Trustees and may allow for co-options by the committee;
 - 32.2 its deliberations shall be reported regularly to the Trustees and any resolution passed, or decision taken, by such committee shall be reported promptly to the Trustees and for that purpose every committee shall appoint a secretary;

- 32.3 all delegations under this Article shall be variable, or revocable, at any time;
- 32.4 the Trustees may make such terms of reference and internal regulations for and give such mandates to any such committee as they consider appropriate;
- 32.5 committees shall only incur expenditure or potential liability on behalf of the Charity in accordance with a budget approved by the Trustees and applicable terms of reference;
33. For the avoidance of doubt, the Trustees may delegate financial matters to any committee and may empower such committee to resolve upon the operation of any bank account according to such mandate as is considered appropriate (whether or not requiring a signature of any Trustee).
34. The meetings and proceedings of committees shall be governed by the Articles regulating the meetings and proceedings of the Trustees so far as applicable and not superseded by regulations made by the Trustees.

Delegations of day to day management powers

35. In the case of delegation of the day to day management of the Charity to an executive manager or managers:
- 35.1 the delegated power shall be to act within strategy, policy and budgets adopted by the Trustees;
- 35.2 the Trustees shall provide the manager(s) with a description of their role and the extent of their authority; and
- 35.3 the manager(s) shall report regularly to the Trustees.

Trustees' meetings

Notice

36. Two Trustees may (and the Secretary shall at the request of two Trustees) call a Trustees' meeting.
37. A Trustees' meeting shall be called by at least 7 clear days' notice unless urgent circumstances require shorter notice, or unless all the Trustees agree to shorter notice.
38. Notice of meetings shall be given to each Trustee, but need not be in writing.
39. Every notice calling a meeting shall specify the place, day and time of the meeting and the general particulars of all business to be considered at such meeting.

Irregularities in Trustees' proceedings

40. The proceedings at any Trustees' meeting shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons present or

voting or by reason of any business being considered which is not specified in the notice unless such specification is a requirement of the Act.

Quorum

41. The quorum for Trustees' meetings may be fixed by the Trustees and, unless so fixed at any other number, shall be three.

Chair of Trustees' meetings

42. The chair, if any, of the Trustees or in his/her absence another Trustee nominated by the Trustees present shall preside as chair of each Trustees' meeting.

Votes

43. Questions arising at a Trustees' meeting shall be decided by a majority of votes. In the case of an equality of votes, the chair shall be entitled to a casting vote in addition to any other vote he/she may have.

44. Conflicts of interest

- 44.1 Whenever a Trustee finds himself/herself in a situation that is reasonably likely to give rise to a Conflict of Interest, he/she must declare his/her interest to the Trustees unless, or except to the extent that, the other Trustees are or ought reasonably to be, aware of it already.
- 44.2 If any question arises as to whether a Trustee has a Conflict of Interest, the question shall be decided by a majority decision of the other Trustees.
- 44.3 Whenever a Trustee has a Conflict of Interest either in relation to a matter to be discussed at a meeting or a decision to be made by the Trustees:
- 44.3.1 if the Conflict of Interest relates to a benefit permitted under Articles 4.1, 4.2 or 4.3 then the Trustee must comply with Article 44.4;
- 44.3.2 for all other Conflicts of Interest, either the Trustee must comply with Article 44.4, or authorisation must be given by the unconflicted Trustees under Article 45.
- 44.4 If a Trustee with a Conflict of Interest is required to comply with this Article he/she must:
- 44.4.1 remain only for such part of the meeting as in the view of the other Trustees is necessary to inform the debate;
- 44.4.2 not be counted in the quorum for that part of the meeting; and
- 44.4.3 withdraw during the vote and have no vote on the matter; or

- 44.4.4 in the case of a decision taken outside a meeting only participate in the discussions leading up to the decision to such extent as in the view of the other Trustees is necessary to inform the debate, and not participate in the decision itself.
- 44.5 When a Trustee has a Conflict of Interest which he/she has declared to the Trustees, he/she shall not be in breach of his/her duties to the Charity by withholding confidential information from the Charity if to disclose it would result in a breach of any other duty or obligation of confidence owed by him/her.
- 45. Trustees' power to authorise a conflict of interest**
- 45.1 The Trustees have power to authorise a Trustee to be in a position of Conflict of Interest provided:
- 45.1.1 this power cannot be used to authorise a Conflict of Interest arising from a benefit permitted under Article 4;
- 45.1.2 in relation to the decision to authorise a Conflict of Interest, the conflicted Trustee must comply with Article 44.2;
- 45.1.3 in authorising a Conflict of Interest, the Trustees can decide the manner in which the Conflict of Interest may be dealt with and, for the avoidance of doubt, they can decide that the Trustee with a Conflict of Interest can participate in a vote (or in the case of a decision without a meeting, a decision) on the matter and can be counted in the quorum;
- 45.1.4 the decision to authorise a Conflict of Interest can impose such terms as the Trustees think fit and is subject always to their right to vary or terminate the authorisation; and
- 45.1.5 nothing shall permit the Trustees to authorise a direct or indirect benefit to a Trustee or Connected Person that is not permitted in accordance with Article 4.
- 45.2 If a matter, office, employment or position, has been authorised by the Trustees in accordance with Article 45.1 then, even if he/she has been authorised to remain at the meeting (or participate in discussions leading up to a decision without a meeting) by the other Trustees, the Trustee may absent himself/herself from meetings (or discussions outside a meeting) of the Trustees at which anything relating to that matter, or that office, employment or position, will or may be discussed.
- 45.3 A Trustee shall not be accountable to the Charity for any benefit which he/she derives from any matter, or from any office, employment or position, which has been authorised by the Trustees in accordance with Article 45 (subject to any limits or conditions to which such approval was subject).

Written Trustees' resolutions

46. A resolution in writing signed by a majority of Trustees entitled to receive notice of a meeting of Trustees shall be as valid and effectual as if it had been passed at a

meeting duly convened and held and may consist of several instruments in the like form each signed by one or more Trustees. The date of a written resolution shall be the date on which the last Trustee signs.

Unanimous Trustee decisions without a meeting

47. A decision is taken in accordance with this Article 47 when all of the Trustees indicate to each other by any means that they share a common view on a matter.
48. Such a decision may, but need not, take the form of a resolution in writing, copies of which have been signed by each Trustee or to which each Trustee has otherwise indicated agreement in writing.
49. A decision which is made in accordance with Article 47 shall be as valid and effectual as if it had been passed at a meeting duly convened and held, provided the following conditions are complied with:
 - 49.1 approval from each Trustee must be received by one person being either such person as all the Trustees have nominated in advance for that purpose or such other person as volunteers if necessary ("*the Recipient*"), which person may, for the avoidance of doubt, be one of the Trustees; and
 - 49.2 following receipt of responses from all of the Trustees, the Recipient must communicate to all of the Trustees (by any means) whether the resolution has been formally approved by the Trustees in accordance with Article 47.
50. The date of the decision shall be the date of the communication from the Recipient confirming formal approval and the Recipient must prepare a minute of the decision.

Virtual Trustees' meetings

51. A Trustees' meeting may be held, in whole or part, by telephone, or by televisual or other electronic or virtual means, in which all participants may communicate simultaneously with all other participants.

Secretary

52. The Secretary may be appointed by the Trustees for such terms and at such remuneration (if not a Trustee) as they consider appropriate and may be removed by them.

Minutes, Records and accounts

53. The Trustees shall cause minutes to be made in books kept for the purpose:-
 - 53.1 of all appointments made by the Trustees; and
 - 53.2 of all proceedings and decisions of the Charity and of the Trustees and of committees of Trustees, including the names of the Trustees present at each meeting;

and any such minute, if purported to be signed by the chair of the meeting at which the proceedings were held, or by the chair of the next succeeding meeting, shall, as against any Member or Trustee, be sufficient evidence of the proceedings.

54. The Trustees shall comply with the requirements of the Act and of the Charities Acts as to keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commission of annual reports, annual returns and annual statements of account.

Notices to Sole Member

55. Any written notice under these Articles shall be to an address for the time being notified to the Charity for that purpose.
56. Such notice to be given personally, or by sending it by post in a prepaid envelope to the relevant notified address, or by leaving it at that address, or by electronic communication to a relevant notified electronic address, or posted on a website in a manner agreed by the Sole Member.
57. Proof that an envelope containing a notice was properly addressed, prepaid and posted or proof that an electronic communication was transmitted to the proper address shall be conclusive evidence that the notice was given. A notice by post shall (unless the contrary is proven), be deemed to be given at the expiration of 48 hours after the envelope containing it was posted. A notice by electronic communication shall be deemed to be given on the next working day after the day it was transmitted.

Indemnity

58. Subject to the Act, but without prejudice to any indemnity to which a Trustee may otherwise be entitled, every Trustee of the Charity shall be indemnified out of the assets of the Charity against all costs, charges, losses, expenses or liabilities incurred by him/her in the proper execution and discharge of his/her duties in relation to the Charity and in:
- 58.1 defending any civil or criminal proceedings in which judgment is given in his/her favour or in which he/she is acquitted; and
- 58.2 in connection with any application in which relief from liability is granted to him/her by the court;

where such proceedings or application arise as a result of any actual or alleged negligence, default, breach of duty or breach of trust in relation to the Charity.

Indemnity insurance

59. The Trustees shall have power to resolve pursuant to Article 3.29 to effect indemnity insurance despite their interest in such policy.

Regulations

60. The Trustees shall have power from time to time to make, repeal or alter regulations as to the management of the Charity and its affairs, the duties of any officers or employees of the Charity, the conduct of business of the Trustees or any committee and any other matter within the powers, provided that such regulations are not inconsistent with the Act, the Articles or any rule of law.
61. In particular such regulations may regulate the method of consultation with members of any community managed by the Charity aimed at ensuring, as far as appropriate, that the Charity is managed in accordance with the wishes of such community members.

Exclusion of model articles

62. The relevant model articles for a company limited by guarantee are hereby expressly excluded.

Schedule 1

Interpretation

Defined terms

1. In these Articles the following terms have the following meanings:-

<i>Term</i>	<i>Meaning</i>
1.1 “Act”	the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Charity;
1.2 “address”	includes any number or address used for the purpose of electronic or similar communication;
1.3 “Annual Retirement Meeting”	has the meaning given in Article 20;
1.4 “Articles”	these Articles of Association of the Charity;
1.5 “clear days”	in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
1.6 “Charity”	Ringwood Waldorf School, a charitable company limited by guarantee;
1.7 “Charities Acts”	the Charities Acts 1992, 2006 and 2011;
1.8 “Conflict of Interest”	any direct or indirect interest of a Trustee (whether personal, by virtue of a duty of loyalty to another organisation or otherwise) that conflicts, or might conflict with the interests of the Charity;
1.9 “Connected Person”	(a) any spouse, parent, child, brother, sister, grandparent or grandchild of a Trustee; or (b) any other person in a relationship with a Trustee which may reasonably be regarded as equivalent to such a relationship; or (c) any company or firm of which a Trustee is a director, partner or employee, or shareholder holding more than one per cent of the capital;
1.10 “in writing/written”	printed or transmitted writing including in Electronic Form as defined in the Act;
1.11 “Member”	a company member of the Charity for the purposes of the Act;

- 1.12 **“Secretary”** the company secretary of the Charity;
- 1.13 **“Sole Member”** the Sheiling Trust (company number 01929545);
- 1.14 **“Steiner Principles”** principles of Dr Rudolf Steiner, relating to Steiner Waldorf education, as summarised in Schedule 2 to these Articles;
- 1.15 **“Subsidiary Company”** any company in which the Charity holds more than 50% of the shares, controls more than 50% of the voting rights attached to the shares, or has the right to appoint the majority of its directors;
- 1.16 **“Subscriber”** The Sheiling Trust (company no. 01929545; charity no. 292320), a charitable company limited by guarantee, whose registered office is at Central Office, Horton Road, Ringwood, Hampshire, BH24 2FB; and
- 1.17 **“Trustee”** a director of the Charity for the purposes of the Act and charity trustee of the Charity for charity law purposes.
2. In these Articles:
- 2.1 unless the context otherwise requires, words or phrases contained in the Articles have the same meaning as in the Act, except for any statutory modification not in force when the Articles become binding on the Charity.
- 2.2 subject to paragraph 2.1 above any reference in these Articles to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to subordinate legislation made under it.

Schedule 2

Summary of the principles of Dr. Rudolf Steiner

Rudolf Steiner (1861-1925), an Austrian philosopher, scientist and social reformer, extended scientific research beyond the existing parameters of natural science to investigate the non-physical, spiritual realities of life. Using clear and accessible means for attaining spiritual knowledge, he offered insights that have inspired new approaches to medicine, education, the arts, architecture, agriculture, social reform and economics. As in the natural sciences, spiritual science employs objective methodologies which can be understood with rigorous thinking and empirically verified in practical activity. The name given to this new branch of science is 'anthroposophy', a Greek word meaning 'wisdom of Man'.

Anthroposophical principles as to curative treatment, education, medicine, architecture, agriculture, horticulture, art, science and religion form the basis of the life and activities of communities, provided that every member of such communities shall be at liberty to follow the religion of his/her choice. Rigidity in the matter of control should be avoided and the closest liaison should be maintained between all those responsible for the administration of the Charity and its community or communities in their everyday life.

Specific practices following the developed social and philosophical ideas and theories of Rudolf Steiner should be integrated into the work of the Charity as far as appropriate.

Steiner Waldorf Education

Based on the work and teachings of Rudolf Steiner, this is founded on an understanding of the human being related to specific concepts of body, soul and spirit and their development through childhood. It integrates educational content and method in ways that are supportive of this. The curriculum aims to meet the developmental needs of the growing child and adolescent, nurturing faculties rather than merely delivering prescribed information.