

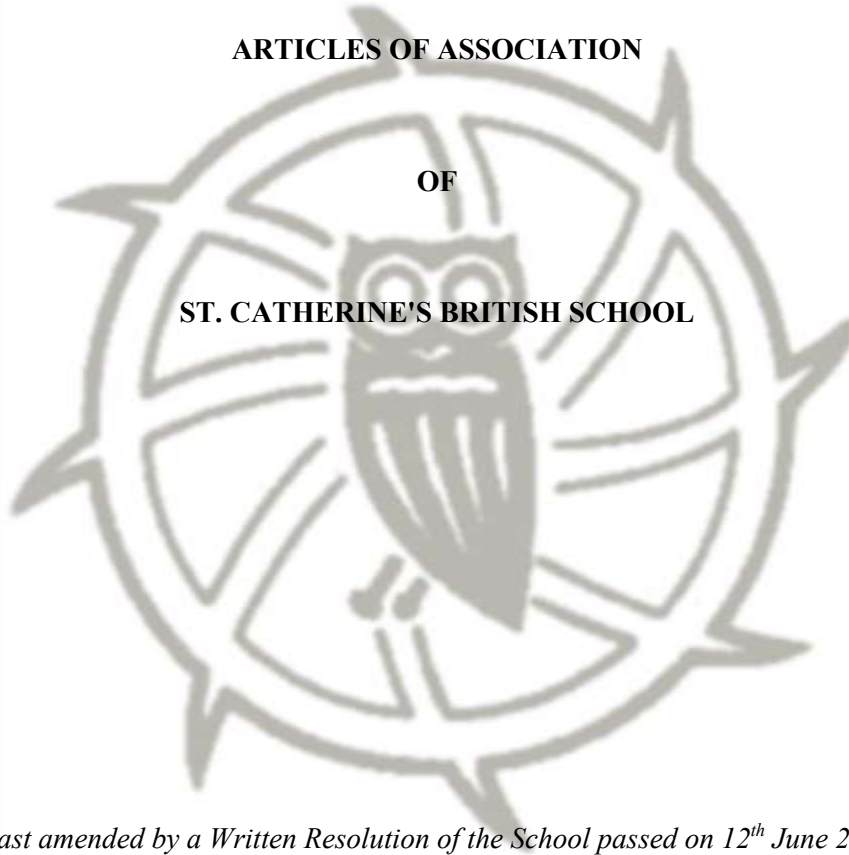
THE COMPANIES ACT 2006

**COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE
CAPITAL**

ARTICLES OF ASSOCIATION

OF

ST. CATHERINE'S BRITISH SCHOOL



(Last amended by a Written Resolution of the School passed on 12th June 2024)

TABLE OF CONTENTS	
1.	NAME.....3
2.	REGISTERED OFFICE3
3.	OBJECTS3
4.	POWERS.....3
5.	THE GOVERNING BODY5
6.	THE NOMINATION PROCESS6
7.	RETIREMENT AND REMOVAL OF GOVERNORS.....7
8.	POWERS OF THE GOVERNING BODY7
9.	PROCEEDINGS OF THE GOVERNING BODY8
10.	BENEFITS TO MEMBERS AND GOVERNORS.....9
11.	MEMBERSHIP BODY10
12.	CLERK10
13.	GENERAL MEETINGS11
14.	APPOINTMENT OF PROXIES12
15.	VOTING AT GENERAL MEETINGS.....12
16.	WRITTEN RESOLUTIONS13
17.	SECRETARY13
18.	TRANSPARENCY, ACCOUNTABILITY, RECORDS AND ACCOUNTS.....13
19.	PARENT LIAISON WORKING GROUP14
20.	THE SEAL14
21.	APPOINTMENT OF AUDITORS15
22.	NOTICES15
23.	RULES.....16
24.	INDEMNITY16
25.	LIMITED LIABILITY OF MEMBERS AND CLERK16
26.	DISSOLUTION16
27.	INTERPRETATION.....16

THE COMPANIES ACT 2006
COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE
CAPITAL ARTICLES OF ASSOCIATION
OF
ST. CATHERINE'S BRITISH SCHOOL

(Last amended by a Written Resolution of the School passed on 12th June 2024)

1. NAME

- 1.1. The name of the Company (hereinafter referred to as “**the School**”) is “**ST CATHERINE'S BRITISH SCHOOL**”.

2. REGISTERED OFFICE

- 2.1. The registered office of the School will be situated in England and Wales.

3. OBJECTS

- 3.1. The object for which the School is established is to provide for and promote the moral, cultural, intellectual, social, physical and aesthetic development and the teaching and instruction of boys and girls broadly in accordance with the National Curriculum for England and Wales and with a view to preparing boys and girls for suitable qualifications pursued by leading independent schools in the United Kingdom as well as British international schools in so far as is exclusively charitable.

4. POWERS

- 4.1. The School has the following powers, which may be exercised only in promoting the objects:
- (a) to provide, erect, construct, lay down, carry out, enlarge, alter, maintain, improve, equip, manage and superintend (and by subsidy or contribution or otherwise assist or take part in so doing) any school houses, boarding houses, class rooms, laboratories, gymnasias, sanatoria, playgrounds and playing fields, swimming and other baths, reading rooms, libraries and studios and generally any buildings, works, machinery and conveniences;
 - (b) to create and administer and assist in the creation and administration of scholarships, exhibitions, and bursaries;
 - (c) to promote or carry out research and to provide teacher training and create a teacher training centre;
 - (d) to organise (or to make grants or loans towards the costs of others organising) meetings, lectures, conferences, broadcasts or courses of instruction;
 - (e) to publish or distribute information;
 - (f) to co-operate or collaborate with other bodies and engage in joint ventures;
 - (g) to enter into any funding or other arrangement with any government or any

other authority (municipal, local, or otherwise) and to obtain from such government or authority any rights, concessions, privileges, licences and permits;

- (h) to support, administer or set up other charities and undertake and execute charitable trusts;
- (i) to raise funds (but not by means of Taxable Trading);
- (j) to take and accept any gift of money, property, or other assets whether subject to any special trusts or not;
- (k) to borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Act) and to issue bonds, or other debt instruments, and enter into derivative or other transactions for the purposes of risk management and hedging of risks;
- (l) to acquire or hire property rights or privileges of any kind and to construct, restore, improve, maintain, and alter such property;
- (m) to let or dispose of or turn to account property of any kind (but only in accordance with the restrictions imposed by the Charities Act);
- (n) to make planning applications, applications for consent under by-laws or building regulations or other similar applications;
- (o) to pay any rent and other outgoings and expenses in relation to property and to execute and do all such other instruments, acts and things as may be requisite in connection with the use, maintenance, upkeep, expansion, alteration, or improvement of such property;
- (p) to purchase, lease or hire and operate and maintain any equipment necessary or convenient for the administration of the School;
- (q) to make grants or loans of money and to give guarantees;
- (r) to set aside funds for special purposes or as reserves against future expenditure;
- (s) to draw, make, accept, endorse, discount, negotiate, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts;
- (t) to deposit or invest funds in any manner (but to invest only after obtaining advice from a Financial Expert, unless the Governing Body reasonably concludes that in all the circumstances it is unnecessary or inappropriate to do so, and having regard to the suitability of investments and the need for diversification);
- (u) to delegate the management of investments to a Financial Expert on terms that
 - a. require the Financial Expert to comply with any investment policy (and any revision of that policy) set down for the Financial Expert by the Governing Body,
 - b. require the Financial Expert to review the performance of the investments with the Governing Body regularly and at least twice a year,

- c. entitle the Governing to review the delegation arrangement and cancel the delegation arrangement at any time,
- d. require all payments to the Financial Expert to be on a scale or at a level which is agreed in advance and to be notified promptly to the Governing Body on receipt,
- e. prohibit the Financial Expert from doing anything outside the powers of the Governing Body
- (v) to arrange for investments or other property of the School to be held in the name of a nominee (being a corporate body controlled by the Governing Body or by a Financial Expert acting under the instructions of the Governing Body) and to pay any reasonable fee required;
- (w) to insure the property of the School against any foreseeable risk and take out other insurance policies to protect the School when required;
- (x) to insure the Governing Body against the costs of a successful defence to a criminal prosecution brought against them as Charity Trustees or against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of trust or breach of duty, unless the Governor concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;
- (y) subject to Article 10 to employ officers, employees, and workers and to engage consultants, advisers, agents and volunteers;
- (z) to provide and contribute to superannuation or pension funds for the officers, employees and workers of the School or any of them or otherwise to make provision for such officers, employees and workers, their widows and children;
- (aa) to enter into contracts to provide services to or on behalf of other bodies;
- (bb) to arrange for the amalgamation or merger of the School with any charitable organisation the purposes of which in the opinion of the Governing Body are similar to the purposes of the School either alone or as amalgamated;
- (cc) to establish or acquire subsidiary companies; and
- (dd) to do anything else within the law which promotes or helps to promote the objects or is incidental or conducive to promoting the School's objects.

5. THE GOVERNING BODY

- 5.1. The Governing Body as Charity Trustees has control of the School and its property and funds. The Governing body is required to act in the best interests of the School and to further the objects at all times.
- 5.2. The Governing Body shall consist preferably of between 11 and 15 Governors and in any case not fewer than 7 and not more than 15 Governors.
- 5.3. As it is desirable to preserve the British character of the School, at any time at least 2 of the Governors of the Governing Body shall be British citizens and an additional 2 Governors of the Governing Body shall be individuals with teaching experience within the British education system in schools offering GCSEs/IGCSEs/A Levels/IB either in

the United Kingdom or in an international school regularly inspected and/or accredited by the British School Overseas or the Independent School Inspectorate framework.

- 5.4. It is the intention that up to 6 Governors of the Governing Body shall be the parents of children who are for the time being pupils of the School. In any event, the number of parent Governors may not be higher than, or equal to, the number of non-parent Governors. Should at any time, the number of parent Governors become higher than, or equal to, the number of non-parent Governors, then the Governing Body will be given a maximum of 3 months to correct the imbalance, so as not to disrupt the effective operation of the Governing Body.
- 5.5. Subject to Article 5.7, the Governors shall be appointed by a resolution of the Governing Body and each person appointed as a Governor shall prior to their appointment have been nominated for appointment by the Nomination Committee pursuant to Article 6.
- 5.6. Should at any time, the number of Governors become fewer than 11 but more than 6, then the remaining Governors shall convene the Nomination Committee to appoint as many persons as required until the Governing Body consists of at least 11 Governors. In the meantime, the Governing Body acts normally unless its members are fewer than 7.
- 5.7. Should at any time, the number of Governors become fewer than 7, then the Clerk shall convene the Advisory Council to appoint as many persons as required until the Governing Body consists of 7 Governors, without those individuals being nominated in accordance with Article 6.

6. THE NOMINATION PROCESS

- 6.1. The Governing Body shall delegate to a Committee pursuant to Article 9 a mandate to nominate persons for appointment to the Governing Body and such a committee shall comprise the Chairperson, 2 Governors and 2 external independent persons, such as:
 - (a) the CEO of the Association of Governing Bodies of Independent Schools (AGBIS); or
 - (b) the Director of the British Council in Athens from time to time; or
 - (c) any other representative of an independent body associated with the British education system.
- 6.2. The Governing Body shall notify the Nomination Committee in writing when there is a need for the Nomination Committee to nominate individuals for appointment as Governors.
- 6.3. The purpose of the Nomination Committee is to assist in preserving the British character of the School and the education it provides and to identify the individuals with the necessary skills to support the operation of the Governing Body through the nomination of appropriate persons to be Governors of the School.
- 6.4. All resolutions and decisions of the Nomination Committee shall be taken by a simple majority of all members and it shall govern its proceedings in accordance with its Terms of Reference.
- 6.5. The Nomination Committee must present to the Governing Body the persons it has chosen to nominate for consideration for appointment as Governors within 3 months following notification from the Governing Body as per Article 6.2.

7. RETIREMENT AND REMOVAL OF GOVERNORS

- 7.1. Subject to Article 7.5, Governors appointed pursuant to Articles 5.5 and 5.6 shall retire at the first meeting of the Governors that follows the 4th anniversary of the date of their appointment and be entitled to be considered for re-appointment for up to 1 additional 4-year term, such re-appointment to be determined by the Governing Body. Subject to the provisions of Article 7.4, no Governor shall serve more than 2 terms (consecutive or otherwise).
- 7.2. Subject to Article 7.5, Governors appointed pursuant to Article 5.7 shall retire at the first meeting of the Governors that follows the 1st anniversary of the date of their appointment unless they have been considered for re-appointment for up to 1 additional 4-year term, such re-appointment to be determined by the Governing Body. Subject to the provisions of Article 7.4, no Governor shall serve more than 2 terms (consecutive or otherwise)
- 7.3. Following retirement under Article 7.1, additional Governors shall be appointed pursuant to Article 5.5 and 5.6, in order to maintain between 11 and 15 persons on the Governing Body.
- 7.4. In exceptional cases, a Governor who is not entitled for re-appointment under Article 7.1, may be considered for appointment for an additional 4-year term. The Governor concerned may be appointed for another 4-year term following a decision of the Governing Body passed by a majority of 75% of those voting at a quorate meeting.
- 7.5. A Governor shall cease to hold office if:
- (a) he ceases to be a Governor of the School by virtue of any provision of the Act or he becomes prohibited by law from being a Governor;
 - (b) he becomes bankrupt or makes any arrangement or composition with his creditors generally;
 - (c) he is convicted of an indictable offence;
 - (d) he becomes incapable by reason of mental disorder, illness or injury of managing and administering his own affairs or dies;
 - (e) he resigns his office by notice In Writing to the Governing Body;
 - (f) he is removed from office pursuant to Section 168 of the Act; or
 - (g) he absents himself from 3 consecutive meetings of the Governing Body without special leave of absence from the Governing Body and the Governors resolve, following consideration of any views expressed by the concerned Governor, that by reason of such absence his office be vacated.

8. POWERS OF THE GOVERNING BODY

- 8.1. The Governing Body shall manage the business of the School and may exercise all the powers of the School unless it is subject to any restrictions imposed by the Act, the Articles or any resolution of the Membership Body.
- 8.2. Without prejudice to Article 8.1, the Governing Body may by resolution:
- (a) appoint (and remove) a Chairperson, Vice- Chairperson and Treasurer from among their number on any such terms set by the Governing Body (subject to

Article 10);

- (b) establish procedures to assist the resolution of disputes within the School; and
- (c) exercise any powers of the School, which are not reserved to a general meeting.

9. PROCEEDINGS OF THE GOVERNING BODY

- 9.1. Subject to the provisions of the Articles, the Governing Body may regulate its proceedings as it thinks fit. After advising the Chairperson, or in his absence, the Vice-Chairperson, any Governor may and the Secretary at the Written request of such Governor shall, call a meeting of the Governing Body. Questions arising at any meeting shall be determined by a simple majority of votes. In the case of an equality of votes, the Chairperson shall have a second or casting vote. Except as otherwise provided in the Articles, all resolutions and decisions of the Governing Body are taken by a simple majority.
- 9.2. The quorum for the transaction of the business of the Governing Body may be fixed by the Governing Body and unless so fixed, shall be the greater of 50% of Governors (and where there is an odd number of Governors the quorum shall be rounded up) or 7 of their number being present in person at the meeting except where a Governor or Governors has a Personal Interest in a decision and is subject to the procedure in Article 9.9 in which case the quorum shall be 50% of the Governors eligible to vote on the decision (and where this is an odd number of Governors the quorum shall be rounded up).
- 9.3. If the number of Governors is less than the number fixed as the quorum, or if in the quorum fixed the majority of Governors are parents of children who are for the time being pupils at the School, the Governors or Governor may act only for the purpose of calling a general meeting and no resolutions can be passed.
- 9.4. In the event that the Chairperson or Vice-Chairperson cannot be present at a meeting of the Governing Body, the Governors present may appoint one of their number to be Chairperson of the meeting.
- 9.5. The Governing Body may appoint Committees, which may also include external personnel, for the purpose of making any inquiry or supervising or performing any function or duty which in the opinion of the Governing Body would be more conveniently undertaken or carried out by a Committee, provided that all acts and proceedings of any such Committee shall be fully and promptly reported to the Governing Body In Writing and all decisions of a binding nature shall be made by the Governing Body. Any Committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Governing Body.
- 9.6. All acts done by a meeting of the Governing Body, or of a Committee meeting, shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any Governor or that they or any of them had vacated office, be as valid as if every such person had been duly appointed and had continued to be a Governor.
- 9.7. A resolution In Writing, circulated to all the Governors who would have been eligible to vote and signed by a simple majority of them or by a majority of the members of a Committee shall be as valid and effective as a resolution passed at a meeting of the Governing Body or, as the case may be, of such Committee duly convened and held. Such a resolution may consist of several documents in the same form, each signed by one or more of the Governors.
- 9.8. Any bank account in which any part of the assets of the School is deposited shall be

operated by the Governing Body and shall indicate the name of the School. All cheques and orders for the payment of money from such account shall be signed by individuals authorised by a formal resolution of the Governing Body in accordance with the terms specified for each signatory.

- 9.9. Whenever a Governor has a Personal Interest in a matter to be discussed at a meeting of the Governing Body or a Committee the Governor concerned must:
- (a) declare an interest in Writing before discussion begins on the matter;
 - (b) withdraw from the meeting for that item unless expressly invited to remain in order to provide information;
 - (c) not be counted in the quorum for that part of the meeting; and
 - (d) withdraw during the vote and have no vote on the matter.
- 9.10. If a conflict of interests arises for a Governor and the conflict is not authorised by Article 9.11, the unconflicted Governors may authorise such a conflict of interests provided that:
- (a) the procedure in Article 9.9 is followed;
 - (b) authorisation will not result in any direct or indirect Material Benefit being conferred on any Governor or any Person Connected to a Governor; and
 - (c) the unconflicted Governors consider it is in the best interests of the School to authorise the conflict of interests in the circumstances.
- 9.11. Conflicts of interest which arise in relation to benefits allowed under Article 10 are authorised automatically and need not be separately authorized pursuant to Article 9.10.

10. BENEFITS TO MEMBERS AND GOVERNORS

- 10.1. The property and funds of the School must be used only for promoting the objects and Governors and members must not receive any payment of money or other Material Benefit (whether directly or indirectly) from the School but:
- (a) Governors and members may be paid interest at a reasonable rate on money lent to the School;
 - (b) Governors and members may be paid a reasonable rent or hiring fee for property let or hired to the School;
 - (c) Governors or members who are beneficiaries (or who have a child or grandchild who is a beneficiary) may receive Charitable Benefits in that capacity or connection;
 - (d) the School may reimburse Governors in respect of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the School;
 - (e) the School may make payment to any company in which a Governor or member has no more than a 1% shareholding;
 - (f) Governors may benefit from trustee indemnity insurance purchased pursuant to Article 4.1.(x); and

- (g) in exceptional cases, other payments or benefits (but only with the Written approval of the Commission in advance).
- 10.2. Any Governor (or any Person Connected to a Governor whose remuneration might result in a Governor obtaining a Material Benefit) or member may enter into a contract with the School to supply goods or services in return for a payment or other Material Benefit but only if:
 - (a) the goods or services are actually required by the School and the particular goods or services cannot be obtained elsewhere on better or equal terms and conditions, including but not limited to price, all offers should be submitted by the potential bidders to the School before the designated deadline;
 - (b) any conflict of interests is authorised by the Governors in accordance with Article 9.10;
 - (c) the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in Article 9.9; and
 - (d) in any financial year, no more than 3 or one half of the Governors (whichever is fewer) are subject to such a contract (or have a person connected to them who is subject to such a contract).

11. MEMBERSHIP BODY

- 11.1. The School must maintain a register of Members in accordance with the Act.
- 11.2. Membership of the School shall be determined as follows:
 - (a) no-one other than a Governor shall be admitted to Membership; and
 - (b) every Governor shall, on appointment as such, either sign a Written Consent to become a Member or sign the register of Members and shall, in either case, become a Member of the School.
- 11.3. Membership is terminated if the Member concerned:
 - (a) gives Written notice of resignation to the Membership Body;
 - (b) dies;
 - (c) is removed from Membership by resolution of the Governing Body on the ground that in their reasonable opinion it would be in the best interests of the School for the Member's Membership to be terminated (but only 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); or
 - (d) ceases to be a Governor of the School.
- 11.4. Membership of the School is not transferable.

12. CLERK

- 12.1. The Clerk shall be appointed by a resolution of the Governing Body for such term, at such remuneration (if not a Governor) and upon such conditions as it may think fit, and

any Clerk so appointed may be removed by a resolution of the Governing Body.

12.2. The Clerk shall:

- (a) monitor compliance of the Governing Body with all applicable regulations and provisions of the Act, the Charities Act, and the Articles;
- (b) amend the Articles, following a decision of the Governing Body taken by a Written or Special Resolution and subject to the provisions of the Act and the Charities Act; and
- (c) appoint Governors in the event the Governing Body consists at any time of fewer than 7 Governors and pursuant to Article 5.7.

13. GENERAL MEETINGS

13.1. Members are entitled to attend general meetings personally or by proxy. General meetings are called on at least 14 Clear Days' Written notice.

13.2. The notice shall specify the time and place of the meeting and the general nature of the business to be transacted. The notice convening a meeting to pass a Special Resolution shall specify the intention to propose the resolution as a Special Resolution and the text of the resolution.

13.3. The notice shall be given to all the Members and the Governors, and the Auditors.

13.4. A general meeting may be called by shorter notice than that specified in Article 13.1, if it is so agreed by not less than 90% of the Members.

13.5. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

13.6. No business shall be transacted at any general meeting unless a quorum is present. A quorum shall be the greater of 50% of the Members (and where there is an odd number of Members the quorum shall be rounded up).

13.7. If a quorum is not present within half an hour of the time appointed for the meeting, or if during a meeting a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place.

13.8. The Chairperson, or in his absence the Vice Chairperson, or in his absence some other Governor nominated by the Governing Body shall preside as Chairperson of the meeting.

13.9. The Chairperson may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for 14 days or more, at least 7 Clear Days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise, it shall not be necessary to give any such notice.

13.10. A general meeting may be called at any time by the Governors.

13.11. A general meeting may be called on a Written request to the Governing Body form at

least 5% of the Members.

- 13.12. On receipt of a Written request made pursuant to Article 13.11, the Governors must call a general meeting within 21 days and the general meeting must be held not more than 28 days after the date of the notice calling the general meeting.

14. APPOINTMENT OF PROXIES

- 14.1. Proxies may only be validly appointed by a notice In Writing which:
- (a) states the name and address of the Member appointing the proxy;
 - (b) identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed;
 - (c) is signed by the Member appointing the proxy or is authenticated in such manner as the Governing Body may determine;
 - (d) is delivered to the Membership Body in accordance with Article 22.9; and
 - (e) is received by the Membership Body at least 24 hours before the meeting to which it relates.
- 14.2. Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 14.3. Unless a proxy notice indicates otherwise, it should be treated as:
- (a) allowing the person appointed under it as a proxy discretion on how to vote on any ancillary or procedural resolution put to the meeting; and
 - (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as to the meeting itself.

15. VOTING AT GENERAL MEETINGS

- 15.1. A resolution at a general meeting shall be decided by a show of hands, unless a poll is demanded.
- 15.2. Except where otherwise provided by the Act or the Articles, every issue is decided by a simple majority of the votes cast.
- 15.3. Subject to Article 15.4, every Member present in person or by proxy has one vote on each issue.
- 15.4. A person who has been appointed as proxy for more than one Member has only one vote on a show of hands.
- 15.5. A poll on a resolution may be demanded:
- (a) in advance of the general meeting where it is to be put to the vote; or
 - (b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
- 15.6. Unless a poll is duly demanded, a declaration by the Chairperson that a resolution has, on a show of hands, been carried or carried unanimously, or by a particular majority, or

lost, or not carried by a particular majority, and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

- 15.7. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairperson of the meeting shall be entitled to a casting vote in addition to any other vote he may have.
- 15.8. No objection shall be raised to the qualification of any voter except at the meeting or an adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at such meeting shall be valid. Any objection made in due time shall be referred to the Chairperson of the meeting whose decision shall be final and conclusive.

16. WRITTEN RESOLUTIONS

- 16.1. Subject to Article 16.5, any resolution that may be passed validly at a general meeting of the School may be passed as a Written resolution.
- 16.2. A Member signifies agreement to a proposed Written resolution when the School receives from him an Authenticated Document (whether in hard copy or electronic form) identifying the resolution to which it relates and his agreement to it.
- 16.3. Subject to Article 16.4, a Written resolution is passed when:
- (a) in the case of an Ordinary Resolution, a simple majority of all the Members have signified their agreement to it; and
 - (b) in the case of a Special Resolution, at least 75% of all the Members have signified their agreement to it.
- 16.4. A proposed Written resolution lapses if it is not passed before the end of 28 days beginning on the first day on which it was circulated.
- 16.5. The following may not be passed as a Written resolution:
- (a) a resolution to remove a Governor before his period of office expires; and
 - (b) a resolution to remove an auditor before his period of office expires.

17. SECRETARY

- 17.1. The Secretary shall be appointed by the Governing Body for such term, at such remuneration (if not a Governor) and upon such conditions as it may think fit, and any Secretary so appointed may be removed by the Governing Body.

18. TRANSPARENCY, ACCOUNTABILITY, RECORDS AND ACCOUNTS

- 18.1. The Governing Body shall comply with the requirements of the Act and of the Charities Act as to the keeping of statutory books, financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:
- (a) annual reports;
 - (b) annual returns; and
 - (c) annual statements of account.

- 18.2. The Governing Body shall keep proper records of:
- (a) all resolutions of the Membership Body passed otherwise than at a general meeting;
 - (b) all proceedings at general meetings;
 - (c) all proceedings at meetings of the Governing Body;
 - (d) all reports of Committees; and
 - (e) all professional advice obtained.
- 18.3. The records referred to in Articles 18.2 (a), 18.2 (b) and 18.2 (c) must be kept for 10 years from the date of the resolution, general meeting or Governing Body resolution, as relevant.
- 18.4. The School's annual report and financial statements and the Governing Body's annual report shall be publicly available on the School's website.
- 18.5. The Governing Body shall perform at least bi-annual presentations on the School's accounts, financial records, and overall operations.
- 18.6. The Governing Body shall issue and publish on its website annual comprehensive reports providing to the community details about the School's financial position and operational activities.

19. PARENT LIAISON WORKING GROUP

- 19.1. There shall be a working group called the Parent Liaison Working Group (PLWG). The PLWG shall operate within its Terms of Reference, as set by the Governing Body from time to time, and shall maintain good relations between parents, teachers and the School and shall provide a direct communication channel between the parent community and the Governing Body. The following persons can form part of the PLWG:
- (a) class representatives (at any time 2 parents having children at the Lower School and 2 parents having children at the Upper School);
 - (b) current non-parent Governors (at any time 3 non-parent Governors);
 - (c) members of the PTSA (at any time 2 members of the PTSA); and
 - (d) other non-voting members as defined in the Terms of Reference of the PLWG.
- 19.2. Members of the PLWG shall be appointed as per the Terms of Reference of the PLWG.
- 19.3. The PLWG shall hold at least quarterly meetings discussing pending matters and providing key updates on the progression of the School year.

20. THE SEAL

- 20.1. The Seal shall only be used by the authority of the Governing Body. The Governing Body shall determine who shall sign any instrument to which the Seal is affixed and, unless otherwise so determined, an instrument to which the Seal is affixed, shall be signed by a Governor and by the Secretary or by a second Governor.

21. APPOINTMENT OF AUDITORS

- 21.1. An independent professionally qualified auditor or firm of auditors shall be appointed in accordance with the Act, provided that:
- (a) an auditor or any partner of his does not also act as an accountant for the School; and
 - (b) the appointment specifies a right for the Governing Body to terminate the services of the auditors at their discretion and with a suitable period of notice (in addition to powers to remove an auditor contained in the Act).

22. NOTICES

- 22.1. Any notice to be given to or by any person pursuant to the Articles shall be In Writing.
- 22.2. The School shall give any Written notice to a Member either personally or by sending it by mail to the Member at his registered address as it appears in the Register of Members.
- 22.3. Notice of any meeting of the Governing Body (or any Committee of Governors) shall be In Writing, stating the purpose of the Meeting, and may be transmitted by post, courier, by hand by electronic mail to an email address notified by the Member. In Writing or by fax to a fax number notified by the Member In Writing.
- 22.4. The School may only send a document or information to a Member by electronic mail where the Member concerned has agreed (either generally or in relation to the specific document or information) that it may be sent in that form, and to the address specified for that purpose by the Member.
- 22.5. A Member present in person at any meeting of the School shall be deemed to have received notice of the meeting and, where necessary, of the purposes for which it was called.
- 22.6. Any notice given in accordance with these Articles is to be treated for all purposes as having been received:
- (a) 24 hours after being sent by electronic mail or fax or delivered by hand to the relevant address;
 - (b) 3 Clear Days after being sent by post to the relevant address;
 - (c) on being handed to the Member personally, or if earlier; or
 - (d) as soon as the Member acknowledges actual receipt.
- 22.7. Proof that an envelope containing a notice was properly addressed, prepaid, and posted shall be conclusive evidence that the notice was given.
- 22.8. A technical defect in the giving of notice of which the Governors are unaware at the time does not invalidate decisions taken at a meeting.
- 22.9. Members may validly send any notice or document to the School:
- (a) by post to the School's registered office or other address specified by the School for such purposes; or
 - (b) to any fax number or email address provided by the School for such purposes.

23. RULES

23.1. The Governing Body may from time to time make such rules or by-laws as it may deem necessary or expedient or convenient for the proper conduct and management of the School and, in particular, but without limiting the generality of the foregoing, it may by such rules or by-laws regulate:

- (a) the procedure at meetings of the Governing Body and Committees of the Governors in so far as such procedure is not regulated by the Articles; and
- (b) generally, all such matters as are commonly the subject matter of company rules.

23.2. The Members in general meetings shall have power to alter, add to or repeal the rules or by-laws and the Governing Body shall adopt such means as they think sufficient to bring to the notice of the Members of the School all such rules or by-laws. No rule or by-law shall be inconsistent with or shall affect or repeal anything contained in these Articles.

24. INDEMNITY

24.1. Subject to the provisions of the Act, every Governor or other officer or auditor of the School shall be indemnified out of the assets of the School against all liabilities incurred by him in that capacity in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the Court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the School.

25. LIMITED LIABILITY OF MEMBERS AND CLERK

25.1. The liability of the Members and the Clerk is limited.

25.2. Every Member of the School undertakes to contribute to the assets of the School, in the event of the same being wound up while he is a Member, or within 1 year after he ceases to be a Member, for payment of the debts and liabilities of the School contracted before he ceases to be a Member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding £10.

25.3. The liability of the Clerk is limited and the Clerk is liable only when, in the performance of the Clerk's duties, the Clerk acts out of malice or gross negligence and up to the sum of £10

26. DISSOLUTION

26.1. If upon the winding up or dissolution of the School the remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the Members of the School, but shall be given or transferred to some other institution or institutions having charitable objects similar to the objects of the School, and which shall prohibit the distribution of its or their income and property among its or their Members to an extent at least as great as is imposed on the School under or by virtue of Article 10, such institution or institutions to be determined by the Members of the School at or before the time of dissolution, and if so far as effect cannot be given to such provision, then to some charitable object.

27. INTERPRETATION

27.1. In these Articles:

Act	means the Companies Act 2006.
Advisory Council	means the Clerk plus 2 individuals from the following list: (a) the CEO of the Association of Governing Bodies of Independent Schools (AGBIS); or (b) the Director of the British Council in Athens from time to time; or (c) any other representative of an independent body associated with the British education system (e.g., COBIS, HMC).
Articles	means these articles of association.
Authenticated Document	means a document sent (a) by hard copy that is signed by the person sending it; or (b) electronically in which the identity of the sender is confirmed in a manner specified by the School (or where no such manner has been specified, which contains or is accompanied by a statement of the identity of the sender and the School has no reason to doubt the truth of that statement).
Chairperson	means the Chairperson of the Governing Body.
Charitable Benefit	means any direct or indirect benefit provided by the School in carrying out its charitable activities including the provision of education and any bursary or fee remission provided by the School.
Charities Act	means the Charities Act 2011.
Charity Trustee	has the meaning prescribed by section 177 of the Charities Act.
Clear Days	means the period excluding the day when the notice is deemed to be given and the day for which it is given or on which it is to take effect.
Clerk	has the meaning prescribed at Article 12.
Commission	means the Charity Commission for England and Wales.
Committee	means any committee established pursuant to Article 9 for the purpose of conducting business as per the Terms of Reference for the committee.
Commonwealth	means the Commonwealth of Nations, an intergovernmental organisation comprising independent Member states, the majority of which were formerly part of the British Empire.
Financial Expert	means a person or an organisation who is reasonably believed by the Governing Body to be qualified to give the relevant advice and/or provide the relevant services by his ability in and practical experience of financial and other matters relating to the investment.
Governor	means a director of the School.

Governing Body	means the board of directors of the School from time to time.
Material Benefit	means a benefit which may or may not be financial, but which has a monetary value.
Member and Membership	Refer to a Membership of the School.
Nomination Committee	means the standing Committee of the Governing Body pursuant to Article 9 with a mandate to nominate persons for appointment to the Governing Body or, in its absence, the committee established pursuant to Article 6.1 for the purpose of nominating persons for appointment to the Governing Body.
Objects	means the objects of the School set out in Article 3.
Ordinary Resolution	means a resolution of the Membership Body that is passed by a simple majority.
Person Connected to a Governor	means (a) a child, parent, grandchild, grandparent, brother or sister of a Governor; (b) the spouse or civil partner of a Governor or anyone falling within paragraph (a); (c) a person carrying on business in partnership with a Governor or with any person falling within paragraph (a) or (b); (d) an institution which is controlled by a Governor or by any person falling within paragraphs (a), (b) or (c) (or which is controlled by any two or more such persons when taken together); (e) a body corporate in which a Governor or any person within paragraphs (a) to (c) has a substantial interest (or in which two or more such persons, taken together, have a substantial interest).
Personal Interest	means an interest which conflicts with the interests of the School but does not include an interest in purchasing trustee indemnity insurance.
Properly Incurred	means incurred otherwise than in connection with any negligence, default, breach of duty or breach of trust in relation to the School.
PLWG	means the Parents Liaison Working Group of the School.
PTSA	means the Parents and Teachers Support Association of the School.
Registered Office	means the registered office of the School.
Relevant Liability	Means a liability incurred by a Governor (acting in that capacity) towards a third party, other than liability: (a) to pay a criminal fine; (b) to pay a sum to a regulatory authority regarding non-compliance with a regulatory duty (however arising); (c) for defending criminal proceedings in which he is convicted; (d) for defending civil proceedings in which judgment is given

against him;

- (e) in connection with an application for relief from the Court (under the Court's power to relieve from liability in cases of honest and reasonable conduct) in which the Court refuses to grant relief; and

for the avoidance of doubt, does not include any liability of the Governor towards the School.

School means St Catherine's British School, a company duly incorporated in England under company number 860288, as a company limited by guarantee and not having a share capital, which is registered as a charity in England and Wales with registration number 313909 and operates as a British school in Attica, Greece and which is governed by these Articles.

Seal means the common seal of the School.

Secretary means the Secretary of the School or any other person appointed to perform the duties of the secretary of the School including a joint, assistant or deputy secretary.

Special Resolution means a resolution of the Membership Body that is passed by a majority of 75% or more.

Taxable Trading means carrying on a trade or business on a continuing basis for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects, and the profits of which are liable to tax.

Terms of Reference means the Terms of Reference regulating the operation of a Committee of the Governing Board, as in force.

Written or In Writing refers to a legible document on paper or a document which can be printed onto paper including a fax message or electronic mail.

- 27.2. Words importing the masculine gender only shall include the feminine gender.
- 27.3. Words importing the singular number shall include the plural number and vice versa.
- 27.4. The following phrase when used in these Articles shall bear the following meaning “executed” includes any mode of execution.
- 27.5. Reference to any provision of the Act shall be construed as a reference to such provision as modified by any statute for the time being in force.
- 27.6. Subject to the aforesaid, any words or expressions defined in the Act shall, if not inconsistent with the subject or context, bear the same meaning in these Articles.
- 27.7. The model articles in Schedule 2 of the Companies (Model Articles) Regulations 2008 do not apply to the School.