

840563

THE COMPANIES ACT 1985
MEMORANDUM OF ASSOCIATION
of
SANDBACH SCHOOL

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1 Name

1.1 The name of the Company ("**Company**") is Sandbach School.

2 Registered Office

2.1 The registered office of the Company shall be in England

3 Object

3.1 The object for which the Company is established is to advance education by:

- (a) the provision and conduct in or near Sandbach of a day school for boys or boys and girls, and
- (b) the provision of education through day and evening classes for persons over compulsory school age;

including in each case academic, vocational, social, physical and recreational training and associated organised leisure time activities.

4 Powers

4.1 For the purpose of attaining the above mentioned object but not further or otherwise the Company shall have the powers set out in Schedule 1.

5 Income and Property

5.1 The income and property of the Company obtained from any source shall be applied solely towards the promotion of its objects as described in this Memorandum of Association and no part of it shall be paid or transferred, directly or indirectly by way of dividend, bonus or in any other way by way of profit, to members of the Company and no Governor shall be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or moneys worth from the Company

5.2 PROVIDED THAT the Company may make payment in good faith of:

- (a) reasonable and proper rent or other payment for premises demised, let or licensed to the Company by any member of the Company or any member of the Board of Governors; and/or
- (b) fees, remuneration or other benefit in money or money's worth to a company of which a Governor is a member holding not more than 40% of the capital thereof and such member shall not be bound to account for any share of profits he may receive in respect of any such payment, and/or
- (c) reasonable out-of-pocket expenses incurred by any Governor in connection with the performance of his duties as Governor; and/or

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- (d) all usual reasonable professional or other charges for work done or the supply of services or goods by any Governor or by his firm or company (or by a Governor's spouse or partner or their firm or company) in connection with the affairs of the Company PROVIDED THAT
 - (i) at no time shall a majority of the Board of Governors benefit under this provision; and
 - (ii) a Governor shall withdraw from any meeting at which his or her appointment or remuneration or that of his or her spouse or partner is under discussion; and
 - (iii) the Governor takes no part in making the decision; and
 - (iv) the other Governors are satisfied the arrangements are advantageous to the Company; and/or
- (e) the payment of any premium in respect of indemnity insurance as referred to in clause 22 of Schedule 1.

6 Limited Liability

6.1 This liability of the members is limited.

7 Contribution on Winding-up

7.1 Every member of the Company undertakes to contribute:

- (a) to the assets of the Company, in the event of its being wound up while he is a member, or within 1 year after he ceases to be a member;
- (b) to payment of debts and liabilities of the Company contracted before he ceased to be a member, and of the costs, charges and expenses of winding-up; and
- (c) to the adjustment of the rights of the contributories among themselves.

such amount as may be required not exceeding ten pounds (£10)

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8.1 If upon the winding-up or dissolution of the Company there 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 Company, but shall be given or transferred to some other charitable institution or institutions, having objects similar to the objects of the Company.

9 Accounts

9.1 Proper accounts shall be kept of the sums of money received and expended by the Company and the matters in respect of which such receipts and expenditure take place, of all sales and purchases of goods or services by the Company and of the property, assets and liabilities of the Company; and, such accounts shall be open at all reasonable times to the inspection of the Members.

9.2 Once at least in every year the accounts of the Company shall be examined and the truth and fairness of the income and expenditure account and balance sheet

ascertained by 1 or more property qualified auditor or auditors as defined by the Companies Act 1985.

10 Amendments to the Memorandum

- 10 1 No addition alteration or amendment to which s 64 of the Charities Act 1993 applies shall be made to or in the provisions of the Memorandum of Association for the time being in force unless the same shall first have been submitted to and approved by the Charity Commissioners for England and Wales and no addition alteration or amendment shall be made to or in the provisions of such Memorandum which would cause the Company to cease to be a charity at law.

SCHEDULE 1 TO THE MEMORANDUM OF ASSOCIATION

(Powers of the Company)

1 Pursuing the School's Object

- 1.1 The power to carry on the School in pursuance of the Object under the name of Sandbach School (the "**School**") or such other name as the Governors shall decide from time to time.

2 Prizes & Awards

- 2.1 The power, on the advice of the Headteacher and in the absolute discretion of the Governors to award prizes to pupils for any performance of distinction for which a prize is deemed appropriate

3 Financial Support

- 3.1 The power, on the advice of the Headteacher and in the absolute discretion of the Governors to provide on such terms as they think fit, financial support to pupils seeking assistance for specific projects, sporting events or international travel which reflect positively on the School.

4 Acquisition

- 4.1 Subject to such consents as shall be required by law, the power to purchase, take on lease, or in exchange, hire or otherwise acquire any property (whether real or personal and whether in the United Kingdom or elsewhere) and any rights or privileges the acquisition of which the Company may think necessary or convenient for any of the purposes of the Company, including but not restricted to the power to acquire the property, rights, privileges and associated liabilities of the School.

5 Additions and Alterations to Buildings

- 5.1 The power to construct, maintain, keep in repair, add to, improve, furnish, equip and alter any or all building(s) or erection(s) necessary for the purpose of the Company.

6 Facilities

- 6.1 The power to provide a school or schools, class rooms, offices, board, lodgings and other facilities for children, teachers, and such other persons as may from time to time be instructed or employed by the Company, including facilities for study, research, recreation and also performance of artistic and cultural activities of every description

7 Disposal of Assets

- 7.1 The power (subject to the Charities Act 1993 as from time to time amended extended or re-enacted) to sell, lease, mortgage, turn to account, manage, repair and improve all or any of the property or assets of the Company subject to such terms and conditions as may be thought expedient and to exercise any rights privileges or advantages, easements or other benefits attached to such property or assets and to undertake, maintain, execute and do all such lawful acts, matters and things as the Company may be obliged or required or ought to do as the owner of such property or assets.

- 7.2 The power, in exchange for full value consideration and subject to the Charities Act 1993 (as from time to time amended, extended or re-enacted), to grant licences or make any disposition of the property or assets of the Company to a trading company formed and operated for a purpose (inter alia) of benefiting the Company. It shall be a condition of any such licence or disposition that the trading company shall have entered into such agreement as to ensure that of all its profit, capital and income are applied in favour of the Company and that no licence or disposition shall be of such a nature or scope as to make improper or excessive use of the property or other assets of the Company for non-charitable purposes.

8 Procurement of Funds

- 8.1 The power to procure, obtain, collect and receive money and funds by way of fees, contributions, donations, subscriptions, legacies, grants, licence fees, appeals for funds or any other lawful method, and to accept and receive any gifts or property of any description, whether subject to any special trust or not. Provided always that any moneys so received by the Company shall be used or applied by the Company for or towards its charitable objects. In doing so the Charity must not undertake any substantial permanent trading activity and must comply with any relevant statutory regulations.
- 8.2 Without limiting the generality of the foregoing the power to assume the School's rights and obligations under its contract with inter alia Cheshire County Council dated 31 August 2006 and the power to enter into amendments to or replacements of the same from time to time.

9 Acting as Trustee

- 9.1 The power to act as trustee and to undertake and execute any charitable trust which may lawfully be undertaken by the Company and may be necessary for the attainment of its objects, and to perform any services in furtherance of the objects of the Company, gratuitously or otherwise.

10 Publicity

- 10.1 The power to adopt such means of publicising, the Company and its objects and activities as may seem expedient, and in particular by advertising in any media, and by granting prizes, awards and donations.

11 Employment

- 11.1 The power to employ a Headteacher to carry on the day-to-day work of the Schools comprised within the Company from time to time and to manage the Company's property or any part thereof subject always to the control and supervision of the Board of Governors and upon such terms as the Board of Governors thinks fit to employ a secretary and such other officials or staff as the Board of Governors may in their discretion from time to time determine and to fix such salaries (subject always to Clause 5 of this Memorandum) as the Board of Governors may deem proper and to enter into any service agreements which they shall consider necessary or desirable including power to determine any such employment upon such terms as the Board of Governors may decide.

12 Methods of Raising Income

- 12.1 The power to take such steps by personal, written or electronic appeals, public meetings, film shows, sales of booklets and advertising matter, or otherwise, as may from time to time be deemed expedient for procuring contributions or donations or

income to enable the Company to carry out any of its objects which may require such assistance.

13 Borrowing

13.1 Subject to such consents as may be required by law (including the Charities Act 1993 (and in particular Part V)), the power to borrow and raise money and to secure by mortgage, charge or lien upon the whole or any part of the Company's property or assets (whether present or future) the discharge by the Company or any other person of any obligation or liability, or raise money for the purposes of the Company on such terms and in such manner as the Board of Governors may think fit.

14 Advancing Money

14.1 The power to lend and advance money on any terms and with or without security to any person, firm or company, to enter into guarantees, contracts of indemnity and suretyships of all kinds, to receive money on deposit or loan upon any terms and to secure or guarantee in any manner and upon any terms the payment of any sum of money or the performance of any obligation by any person, firm or company.

15 Subscriptions and Guarantees

15.1 The power to subscribe or guarantee money for charitable purposes in any way connected with the purposes of the Company or calculated to further its objects.

16 Donation

16.1 The power to make any reasonable charitable donation either in cash or assets for the furtherance of the objects of the Company.

17 Investment

17.1 The power to invest the moneys of the Company not immediately required for its purposes in or upon such investments securities or property as may be thought fit, subject to such conditions (if any) and such consents (if any) as may be imposed or required by law

18 Alliances

18.1 The power to establish, support, subsidise, promote, co-operate or federate with, affiliate or become affiliated to, act as trustees or agents for, or manage or lend money or other assistance to any other educational association, society or other body, corporate or unincorporated, established for charitable purposes only.

19 Amalgamation

19.1 The power to amalgamate, federate, affiliate, co-operate or combine wholly or in part with or to any charitable institutions, societies or companies formed for objects similar to those of the Company, such institutions, societies or companies being prohibited from distributing profits and assets among their members to at least the extent imposed by this Memorandum upon the Company

20 Transfer of Assets

20.1 The power to transfer or make over with or without valuable consideration any part of the property or assets of the Company not required for the purposes for which it is formed to any body having charitable purposes or a charitable purpose as its objects

or object, provided that such body is by its constitution prohibited from distributing its profits or assets among its members to at least the extent imposed by this Memorandum upon the Company and subject in all respects to the provisions of the Charities Act 1993 (and in particular Part V) and any amendment or re-enactment thereof.

21 Indemnity Insurance for Employees

21.1 The power to suitably insure at the expense of the Company and arrange insurance cover for and to indemnify its officers, staff, voluntary workers and members from and against all such risks incurred in the course of their duties as may be thought fit and (in relation to the Board of Governors (or any Governor or Governors)) so far as is permitted by clause 24 of this Schedule

22 Governors' Indemnity Insurance

22.1 The power to provide indemnity insurance to cover the liability of the Board of Governors (or any Governor or Governors) 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 Company: PROVIDED THAT any such insurance shall not extend to any claim arising from any act or omission which the Board of Governors (or any Governor or Governors) knew to be a breach of trust or breach of duty, or which was committed by the Board of Governors (or any Governor or Governors) in reckless disregard of whether it was a breach of trust or breach of duty or not.

23 Insurance

23.1 The power to insure the School and the Company's property against such risks as the Board of Governors shall consider it prudent or necessary to insure against including insurance to the full value against fire and other risks for all of the buildings owned by the Company and suitable insurance in respect of public liability.

24 Enactment

24.1 The power to make bye-laws, rules and regulations with regard to the affairs or the management of the Company.

25 Expenses of Formation and Management

25.1 The power to pay out of the funds of the Company all the costs, charges and expenses preliminary or incidental to the promotion, formation, establishment and incorporation of the Company.

25.2 The power to first pay out of the income of the Company the cost of repairs and insurance and all other charges and outgoings payable in respect of the property of the Company and all the proper costs, charges and expenses of and incidental to the administration and management of the Company.

26 Territories

26.1 The power to do all or any of the above things in any part of the world, and as principals, agents, trustees or otherwise, and by or through trustees, agents or otherwise.

27 Additional Powers

27.1 The power to do all such other lawful things as are necessary for the attainment of the above objects or any of them.

28 Other

28.1 Employees etc.

The objects of the Company shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers.

28.2 Trust Property

In case the Company shall take or hold any property which may be subject to any trust, the Company shall only deal with the same in such manner as allowed by law having regard to such trusts.

28.3 Charitable Property

In case the Company shall hold any property subject to the jurisdiction of the Charity Commission for England and Wales, the Company shall not sell, mortgage, charge, or lease such property without such authority, approval or consent as may be required by law.

In this Memorandum "**the Board of Governors**" shall mean the persons appointed as such under the Articles of Association to have the general control and management of the administration of the Company. Headings, sub-headings are for ease of reading and do not form part of the Memorandum.

WE, the persons whose names and addresses are subscribed, wish to be formed into a company in pursuance of this Memorandum of Association

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

Signature of Subscriber: 

Name in full: Jill Barton

Address 170 Crewe Road
Sandbach
CW11 4PY

Date 10/9/07

Witness signature 

Witness name in full PETER ROBERT WILES

Witness address WETHERLAM, 56 SCHOOL LANE,
BRERETON GREEN, CHESHIRE,
CW11 1RN

Witness occupation: HEADTEACHER

Next retirement date: 2010 AGM

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

Signature of Subscriber 

Name in full Margaret Ann Blease-Bourne

Address. 36 Dairylands Road
Church Lawton
Stoke-on-Trent
ST7 3EU

Date 04.10.07

Witness signature 

Witness name in full: ALISON MARGARET FARRELL

Witness address: 4, GURTON CLOSE
HUSH, CREWE
CHESHIRE CW25RA

Witness occupation FINANCE OFFICER

Next retirement date: 2011 AGM

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

Signature of Subscriber:



Name in full: Thomas Bunn

Address: Yeowood Farm
Elton Road
Sandbach
CW11 3NE

Date: 12-09-07

Witness signature: 

Witness name in full: ALISON MARGARET FARRELL

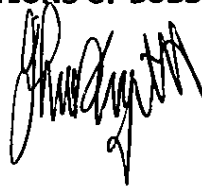
Witness address: 4, CAULFORD CLOSE
HOUGH, CREWE
CHESHIRE CW2 5RA

Witness occupation: FINANCE OFFICER

Next retirement date: 2011 AGM

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

Signature of Subscriber



Name in full: John Duncan Cargill

Address: Marsh Green Farm
Vicarage Lane
Elworth
Sandbach
CW11 3BU

Date: 10/9/07

Witness signature: 

Witness name in full: PETER ROBERT WILES

Witness address: WETHERLAM, 56 SCHOOL LANE,
BRERETON GREEN, CHESHIRE,
CW11 1RN

Witness occupation: HEADTEACHER

Next retirement date: 2008 AGM

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

Signature of Subscriber:

R. Dunning.

Name in full Reginald Dunning

Address: 95 Park Lane
Sandbach
CW11 1EJ

Date:

11 October 2007

Witness signature

AM Farrell

Witness name in full

ALISON MARGARET FARRELL

Witness address:

4, CHURTON CLOSE
HOUGH, CREWE
CHESHIRE CW25RA

Witness occupation

FINANCE OFFICER

Next retirement date 2011 AGM

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

Signature of Subscriber

Philip John Greasby

Name in full Philip John Greasby

Address. 9 Anvil Close
Wheelock
Sandbach
CW11 3RF

Date *10th September 2007*

Witness signature:

Peter Robert Wiles

Witness name in full

PETER ROBERT WILES

Witness address

WETHERLAM, 56 SCHOOL LANE,
BRERETON GREEN, CHESHIRE
CW11 1RN

Witness occupation:

HEADTEACHER

Next retirement date: 2008 AGM

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

Signature of Subscriber



Name in full: John Hayward

Address. Birchfield
Brereton Heath Lane
Somerford
Congleton
CW12 4SZ

Date 10/9/07

Witness signature:



Witness name in full

PETER ROBERT WILES

Witness address

WETHERLAM, 56 SCHOOL LANE,
BRERETON GREEN, CHESHIRE
CW11 1RN

Witness occupation:

HEADTEACHER

Next retirement date: 2010 AGM

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

Signature of Subscriber



Name in full: Stephen Neil Hodgkinson

Address 4 Hulton Close
Congleton
CW12 3TF

Date 10.9.07.

Witness signature:



Witness name in full

PETER ROBERT WILES

Witness address:

WETHERLAM, 56 SCHOOL LANE,
BRERETON GREEN, CHESHIRE
CW11 1RN

Witness occupation

HEADTEACHER

Next retirement date: 2011 AGM

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

Signature of Subscriber:

Brenda Keogh

Name in full: Brenda Keogh

Address: Millgate House
30 Mill Hill Lane
Sandbach
CW11 4PN

Date: 10/09/07

Witness signature

Peter Robert Wiles

Witness name in full:

PETER ROBERT WILES

Witness address:

WETHERLAM, 56 SCHOOL LANE,
BREKETON GREEN, CHESTIRE,
CW11 1RN

Witness occupation:

HEADTEACHER

Next retirement date: 2011 AGM

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

Signature of Subscriber:

Edwin Andrew Lea

Name in full: Edwin Andrew Lea

Address: The Gables
Proctors Lane
Sandbach
CW11 3NA

Date: 17/9/07

Witness signature.

Auson Margaret Farrell

Witness name in full

AUSON MARGARET FARRELL

Witness address:

4, CHURTON CLOSE
HOUGH, CREWE
CHESTIRE CW2 5RA

Witness occupation:

FINANCE OFFICER.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

Signature of Subscriber:

Name in full David Lloyd-Griffiths



Address 191 Heath Road
Sandbach
CW11 2LE

Date:

8/10/07

Witness signature:



Witness name in full

ALISON MARGARET FARRELL

Witness address

4, CHURTON CLOSE
HOUGH, CREWE
CHESHIRE CW2 5RA

Witness occupation:

FINANCE OFFICER.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

Signature of Subscriber:



Name in full:

24 09 07

Address. Christopher John Mawson
16 Smithfield Lane
Sandbach
CW11 4JA

Date

24 09 07

Witness signature:



Witness name in full:

ALISON MARGARET FARRELL

Witness address:

4, CHURTON CLOSE
HOUGH, CREWE
CHESHIRE CW2 5RA

Witness occupation

FINANCE OFFICER.

Next retirement date. 2011 AGM:

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

Signature of Subscriber:

Peter Nurse

Name in full: Peter Nurse

Address: 4 Dysart Buildings
Nantwich
CW5 5DW

Date

10/9/07

Witness signature

Peter Robert Wiles

Witness name in full:

PETER ROBERT WILES

Witness address:

WETHERLAM, 56 SCHOOL LANE,
BRERETON GREEN, CHESTIRE,
CW11 1RN

Witness occupation

HEADTEACHER

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

Signature of Subscriber

Simon Palfreyman

Name in full Simon James Palfreyman

Address 2 Rydal Way
Alsager
Stoke-on-Trent
ST7 2EH

Date:

10th September 2007

Witness signature

Peter Robert Wiles

Witness name in full:

PETER ROBERT WILES

Witness address:

WETHERLAM, 56 SCHOOL LANE,
BRERETON GREEN, CHESTIRE,
CW11 1RN

Witness occupation:

HEADTEACHER

Next retirement date: 2010 AGM

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

Signature of Subscriber: 

Name in full Neville Thomas Price

Address 3 Hartford Close
Sandbach
CW11 1ZU

Date: 10-9-07

Witness signature: 

Witness name in full PETER ROBERT WILES

Witness address WETHERLAM, 56 SCHOOL LANE,
BRERETON GREEN, CHESHIRE,
CW11 1RN

Witness occupation: HEADTEACHER


NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

Signature of Subscriber: 

Name in full: Michael Frank Roberts

Address: Stone Legh
Legh Road
Knutsford
WA16 8LP

Date 10.09.2007

Witness signature: 


Witness name in full: PETER ROBERT WILES

Witness address: WETHERLAM, 56 SCHOOL LANE,
BRERETON GREEN, CHESHIRE,
CW11 1RN

Witness occupation HEADTEACHER

Next retirement date: 2008 AGM

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

Signature of Subscriber: 

Name in full: Peter John Sherratt

Address 15 Arley Walk
Ettley Heath
Sandbach
CW11 2ZN

Date 10/09/07

Witness signature: 

Witness name in full PETER ROBERT WILES

Witness address WETHERLAM, 56 SCHOOL LANE,
BRERETON GREEN, CHESHIRE
CW11 1RN

Witness occupation: HEADTEACHER

Next retirement date: 2011 AGM

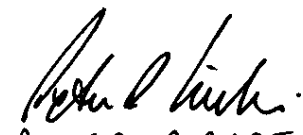
NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

Signature of Subscriber: 

Name in full Bruce Rosetherne Thompson

Address: 10 Eaton Close
Sandbach
CW11 1HS

Date 10-9-7

Witness signature: 

Witness name in full: PETER ROBERT WILES

Witness address WETHERLAM, 56 SCHOOL LANE,
BRERETON GREEN, CHESHIRE,
CW11 1RN

Witness occupation HEADTEACHER

Next retirement date: 2010 AGM

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

Signature of Subscriber:



Name in full: Ingrid Victor

Address 17 Thornbrook Way
Ettley Heath
Sandbach
CW11 3ZB

Date 10/09/07.

Witness signature



Witness name in full

PETER ROBERT WILES

Witness address

WETHERLAM, 56 SCHOOL LANE,
BRERETON GREEN, CHESHIRE,
CW11 1RN

Witness occupation

HEADTEACHER

Next retirement date 2008 AGM

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

Signature of Subscriber.



Name in full: Diane White

Address: 48 Sandbach Road
Church Lawton
Alsager
ST7 3DP

Date: 10/09/07

Witness signature



Witness name in full:

PETER ROBERT WILES

Witness address:

WETHERLAM, 56 SCHOOL LANE,
BRERETON GREEN, CHESHIRE,
CW11 1RN

Witness occupation

HEADTEACHER

Next retirement date: 2008 AGM