

COMPANY LIMITED BY GUARANTEE AND NOT
HAVING A SHARE CAPITAL.

Memorandum of Association

OF

KING'S LANGLEY PRIORY (RUDOLF STEINER SCHOOL) ASSOCIATION LIMITED.

1. The name of the Company (hereinafter called "the Association") is "KING'S LANGLEY PRIORY (RUDOLF STEINER SCHOOL) ASSOCIATION LIMITED."

2. The registered office of the Association will be situate in England.

3. The objects for which the Association is established are—

- (A) To establish and carry on at King's Langley a school where pupils, scholars and students may obtain on moderate terms a sound general education upon the principles inaugurated by Rudolf Steiner.
- (B) To promote the study and practice of all or such of the arts and sciences, including the art of eurhythmy as to the Association may seem expedient.
- (C) To provide for the delivery and holding of lectures, meetings, exhibitions, classes and conferences calculated directly or indirectly to advance the cause of such education.
- (D) To co-operate or enter into any arrangements with any person, association, company, corporation, institution, society or organization having objects analogous to those of this Association.
- (E) To print and publish or cause to be printed and published any text or other books, magazines, journals, periodicals, treatises and literary works calculated to advance or promote such education, and to acquire any copyright therein or pay royalties in respect thereof.
- (F) To grant bursaries, scholarships or free places to any pupils, scholars, students or prospective pupils, scholars or students for any reason which the Association may deem sufficient.
- (G) To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property, or any rights or privileges which the Association may think necessary or convenient for the promotion of its objects: Provided that if the Association shall desire to hold more land than the law shall for the time being permit without licence, such licence shall be obtained.

- (H) To sell, let, improve, manage, mortgage, develop, dispose of, turn to account or otherwise deal with all or any of the property or assets of the Association as may be thought expedient with a view to the promotion of its objects.
- (I) To pay for any real or personal property, and any rights or privileges acquired by the Association, either in cash or in obligation notes or bonds, debentures, or by any other security which the Association have power to issue, or partly in one mode and partly in another, and generally on such terms as the Association may determine.
- (J) To adapt, alter, construct, maintain and repair any buildings, classrooms, erections, houses and schools necessary or convenient for the objects of the Association.
- (K) To undertake the cost or grant loans for the adaptation, alteration, construction, maintenance or repair of any buildings, classrooms, houses or schools belonging to any person or persons, trust, association, company, corporation, institution, society or undertaking having objects analogous or similar to those of this Association.
- (L) To undertake and execute any trusts which may lawfully be undertaken by the Association and may be conducive to its objects.
- (M) To borrow or raise money for the purposes of the Association upon such terms and upon such security as the Association may think fit, and to mortgage, charge or otherwise deal with all or any of the real and personal property of the Association, and to issue obligation bonds or notes, debentures, mortgage debentures or debenture stock for such consideration and upon such terms as to redemption or otherwise, and to give such collateral security by way of trust deed or other assurance as the Association may think fit.
- (N) To invest the moneys of the Association not immediately required for its purposes in or upon such investments, securities or property as may be thought fit, but so that moneys subject or representing property subject to the jurisdiction of the Charity Commissioners shall only be invested in such securities and with such sanction (if any) as may for the time being be prescribed by law.
- (O) To receive by way of gift, grant, devise or bequest, any land or buildings of any kind, and money, stocks, shares, securities, movable chattels or other real or personal property of any description capable of being used or converted and used for the furtherance of the objects of this Association, whether subject to any special trust or not, for any one or more of the objects of this Association, and to use the same or the proceeds thereof (subject to any special conditions or directions which may be imposed by the grantors, donors or testators) in the manner deemed best for the carrying out of the objects of this Association.

- (P) To take such steps to present or arrange appeals, meetings or otherwise, as may from time to time be deemed expedient, for the purpose of procuring contributions to the funds of the Association by way of donations, gifts, grants, devises or bequests, annual subscriptions or otherwise.
- (Q) To establish and support and to aid in establishing and supporting any other association, company, corporation, institution, society or organisation formed or to be formed and having objects altogether or in part analogous or similar to those of this Association.
- (R) To subscribe and to grant donations to any association, company, corporation, institution, society or undertaking having objects similar or analogous to the objects of this Association.
- (S) To amalgamate with any association, company, corporation, institution, society or organization having objects altogether or partly similar or analogous to those of this Association.
- (T) To purchase or otherwise acquire or undertake all or any part of the property, assets, liabilities, contracts or engagements of any one or more of the associations, companies, corporations, institutions, societies or organizations with which this Association is authorised to amalgamate.
- (U) To transfer all or any part of the property, assets liabilities, contracts and engagements of this Association to any one or more of the associations, companies, corporations, institutions, societies or organizations with which this Association is authorised to aid, establish or support, or with which it is authorised to amalgamate.
- (V) To provide a superannuation fund for the officers and servants of this Association and otherwise to assist such officers and servants or their widows and children.
- (W) To remunerate, support and help out of the funds of the Association any teachers or others whose time may be devoted entirely or partly to the objects of this Association or who are engaged in the welfare of children or students or any other person whose services may be deemed requisite to the objects of this Association.
- (X) To do all such other things as are incidental or conducive to the attainment of the above objects or any of them.

Provided that the Association shall not support with its funds any object, or endeavour to impose on or procure to be observed by its members or others, any regulation, restriction or condition which if an object of the Association would make it a Trade Union.

Provided also that in case the Association shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales or Board of Education, the Association shall not sell, mortgage, charge or lease the same without such authority, approval or consent as may be required by law, and

as regards any such property the Managers or Trustees of the Association shall be chargeable for any such property that may come into their hands and shall be answerable and accountable for their own acts, receipts, neglects and defaults, and for the due administration of such property in the same manner and to the same extent as they would as such Managers or Trustees have been if no incorporation had been effected, and the incorporation of the Association shall not diminish or impair any control or authority exercisable by the Chancery Division, the Charity Commissioners or the Board of Education over such Managers or Trustees but they shall as regards any such property be subject jointly and separately to such control or authority as if the Association were not incorporated. In case the Association shall take or hold any property which may be subject to any trusts, the Association shall only deal with the same in such manner as allowed by law, having regard to such trusts.

4. The income and property of the Association, whencesoever derived, shall be applied solely towards the promotion of the objects of the Association as set forth in this Memorandum of Association, and no portion thereof shall be paid or transferred directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to the members of the Association.

Provided that nothing herein shall prevent the payment, in good faith, of reasonable and proper remuneration to any officer or servant of the Association, or to any member of the Association, in return for any services actually rendered to the Association, nor prevent the payment of interest on money lent or reasonable and proper rent for premises demised or let by any member to the Association; but so that no member of the Council of Management or Governing Body of the Association shall be appointed to any salaried office of the Association or any office of the Association paid by fees, other than that of a teacher or other official whose services are requisite for the conduct of a school and whom it is usual to remunerate for such services, and that no remuneration or other benefit in money or money's worth shall be given by the Association to any member of such Council or Governing Body (other than aforesaid), except repayment of out-of-pocket expenses and interest at the rate aforesaid on money lent or reasonable and proper rent for premises demised or let to the Association; provided that the provision last aforesaid shall not apply to any payment to any railway, gas, electric lighting, water, cable, or telephone company of which a member of the Council of Management or Governing Body may be a member, or any other company in which such member shall not hold more than one hundredth part of the capital, and such member shall not be bound to account for any share of profits he may receive in respect of any such payment.

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5. The liability of the members is limited.

6. Every member of the Association undertakes to contribute to the assets of the Association, in the event of the same being wound up while he is a member, or within one year after he ceases to be a member, for payment of the debts and liabilities of the Association 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 £1.

7. If upon the winding up or dissolution of the Association 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 Association, but if and so far as effect can be given to the next provision, shall be given or transferred to some other institution or institutions, having objects similar to the objects of the Association, 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 Association under or by virtue of Clause 4 hereof, such institution or institutions to be determined by the members of the Association at or before the time of dissolution, or in default thereof by a Judge of the High Court of Justice having jurisdiction in regard to charitable funds, and if and so far as effect cannot be given to such provision, then to some charitable object.

8. True accounts shall be kept of the sums of money received and expended by the Association, and the matters in respect of which such receipts and expenditure take place, and of the property, credits and liabilities of the Association; and, subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the regulations of the Association for the time being, such accounts shall be open to the inspection of the members. Once at least in every year the accounts of the Association shall be examined and the correctness of the balance sheet ascertained by one or more properly qualified Auditor or Auditors.

WE, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS.

HILDA MARY BURTON (Teacher), Kings Langley
Priory, Herts.

JULIET COMPTON-BURNETT, The Old Cottage,
Shootersway, Berkhamsted (Teacher).

NATHANAEL JOHN BOWRON, Teacher, 54 Ebury
Road, Rickmansworth, Herts.

CATHERINE TAUZIA SAVARY, Marlpits Cottage,
Nutley, Uckfield, Sussex (Spinster).

VERA COMPTON-BURNETT, The Old Cottage,
Shootersway, Berkhamsted, Herts. (Teacher).

DESMOND FREDERICK GEORGE EYLES (Advert-
ising Manager), Downsmead, Sutton Lane, Banstead,
Surrey.

VIRGINIA ANNE CHARLOTTE BRETT, Watlington
Park, Oxfordshire (Spinster).

Dated this 10th day of April 1945.

Witness to the Signatures of HILDA MARY BURTON, JULIET
COMPTON-BURNETT and NATHANAEL J. T. BOWRON—

JOAN WILLS,
28 Coombe Road,
Croydon,
Surrey,
Matron.

Witness to the Signatures of VERA COMPTON-BURNETT and
CATHERINE TAUZIA SAVARY—

EMILIE METAXA,
Malrpits Cottage,
Nutley,
Sussex,
Spinster.

Witness to the Signature of DESMOND FREDERICK GEORGE
EYLES—

ALED MORRIS,
"Downsmead,"
Sutton Lane,
Banstead,
Surrey.
(Clerk).

Witness to the Signature of VIRGINIA ANNE CHARLOTTE
BRETT—

JOHN ALLEN,
Watlington Park,
Oxfordshire,
(Butler).