

The Companies Acts 1985 and 1989
COMPANY LIMITED BY GUARANTEE AND NOT
HAVING A SHARE CAPITAL
NEW MEMORANDUM OF ASSOCIATION OF THE
SLOUGH SIKH SCHOOL TRUST.

1. The name of the Company
(hereinafter called "the Trust") is:

**“The Slough Sikh
School Trust”.**

2. The registered office of the Trust is to
be situated in England and Wales.

3. The objects for which the Trust is
established shall be to further the
Education of members of the public
living or residing within the City of
Slough or the neighbourhood thereof, in
particular by the provisions of School
conducted in accordance with the
principles and traditions of the Sikh
religion. In discharging the Objects of the
Trust it is hereby declared that the Trust
shall be a non political body and shall
discharge its Objects without
discrimination on grounds of race, sex or
sexual orientation.

And the Trust shall have the following
powers exercisable in furtherance of its
said objects but not otherwise, namely
to:-

(i) Administer and manage the School
maintained by the Charity and to take all
such steps as are necessary to ensure that
the School is administered and

managed in accordance with the
principles and traditions of the Sikh
religion, including liaison with and
advice to any Board of Governors
concerning the principles and traditions
of the Sikh religion so as to ensure that

the School adheres to those principles
and traditions.

(ii) Raise Funds and invite and receive
contributions whether in the United
Kingdom or elsewhere: Provided that in
raising funds the Trust shall not
undertake any substantial permanent
trading activity and shall conform to any
relevant statutory regulations.

(iii) Make grants or loans including
grants or loans to any other institution,
whether established for Charitable
purposes only or otherwise, save that the
Trust shall ensure that if any such grant
or loan shall be made the same shall be
applied for Charitable purposes only
falling within the objects of the Trust.

(iii) To found or to assist in founding any
other Charitable Organisation, institution
or Trust established for the Charitable
objects of the Trust or for objects falling
within the objects of the Trust.

(iv) Co-operate with other organisations.
Trusts, individuals or bodies corporate,
whether or not established for charitable
purposes only;

(v) Employ and pay such officers and
staff, including any necessary teaching or
other support staff (who shall not be
Directors of the Company) as may be
thought fit.

(vi) Bring together in conference
representatives of voluntary
organisations, government departments,
statutory authorities and individuals.

(vii) Promote and carry out or assist in promoting and carrying out research, surveys and investigations and to publish the useful results of such research, surveys and investigations.

(viii) Arrange and provide for or join in arranging and providing for the holding of exhibitions meetings, lectures, classes seminars and training courses.

(ix) Collect and disseminate information on all matters affecting the objects of the Trust and exchange such information with other bodies having similar objects, whether in this Country or overseas.

(x) To publish any materials and to issue any memoranda, whether written or oral (or partly in writing and partly oral).

(xi) To issue statements or to publish any materials designed to further the objects of the Trust and generally to make representations to any Government, whether of the United Kingdom or abroad and to any Government Department or Agency or other institution or body whatsoever on any matter or issue, and to express views and issue statements, whether of a public or private nature, on any such matter or thing or issue;

(xii) Undertake, execute, manage or assist any charitable trusts which may lawfully be undertaken, executed, managed or assisted by the Trust.

(xiii) Procure to be written and print, publish, issue and circulate gratuitously or otherwise such papers, books,

periodicals, pamphlets or other documents and to produce and market files, sound recordings, and other visual and aural aids relating to the objects of the Trust.

(xiv) Purchase, take on lease or in exchange hire or otherwise acquire any property and any rights and privileges necessary for the promotion of the objects of the Trust and construct, maintain and alter any buildings or erections.

(xv) Make regulations for any property, rights and privileges which may be so acquired.

(xvi) Sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Trust, subject to such consents as may be required by law.

(xvii) Accept gifts and borrow or raise money for the objects of the Trust on such terms and on such security as shall be thought fit.

(xviii) Procure contributions to the Trust by personal or written appeals, public meetings or otherwise.

(xix) Invest the cash and other property of the Trust in or upon such investments, securities or other property, whether real or personal, or on deposit or loan, whether in the United Kingdom or elsewhere, as may be thought fit: Provided that the Trust shall not invest by way of underwriting any new issue of shares, stock or other securities or in the acquisition or sale of any futures

contract, warrants or options to acquire or dispose of property except that the Trust may invest:-

(a) by way of underwriting an issue of stock eligible to be held by the Trust where it does so in order to secure an allocation of the new issue (and not for the sole or main purpose of obtaining commission) and is satisfied that to do so is not unduly hazardous or speculative;

(b) in the acquisition or sale of such a futures contracts, warrants or options where the Trust does so in order to protect the property of the Trust against some risk and is satisfied that to do so is not unduly hazardous or speculative.

(xx) to appoint as an investment manager for the Trust a competent person to act in that capacity who is either:

(a) an individual of repute with at least 15 years experience of investment management and is an authorised person within the meaning of the Financial Services Act, 1986;

Or

(b) a Company or firm of repute which is an authorised or exempted person with the meaning of that Act otherwise than by virtue of S.45(1)(J) of that Act, and to delegate to an investment manager so appointed power, at his discretion, to buy and sell investments for the Trust in accordance with the investment policy laid down by the Trust provided that where the Trust makes any delegation in accordance with the provisions of this sub-clause it shall do so on terms that:-

(a) the investment manager shall comply with the terms of delegated authority and shall not do anything which the Trust does not have power to do; save that nothing in this Clause shall prevent any investment manager so appointed (or any firm or Company associated with that manager) from acting as a market maker or from buying or selling securities as both principle and agent without being liable to account in respect thereof for any profit earned so long as he or they shall have complied with the relevant statutory and regulatory requirements imposed on them in the conduct of "investment business" within the meaning of the Financial Services Act, 1986.

(b) the Trust may revoke any such delegation or vary any of its terms on reasonable and proper notice;

(c) the Trust shall give directions to the investment manager as to the manner in which he is to report to them all sales and purchases of investments made on their behalf.

(xxi) Make such arrangements as it thinks fit for any investments of the Trust or the income from those investments to be held by a corporate body as the Trust's nominee and to pay reasonable and proper remuneration to any such Nominee acting in pursuance of this Clause.

(xxii) Do all such other lawful things as are necessary, conducive or incidental to this attainment of the said objects or any of them.

Provided that:-

(a) In case the Trust shall take or hold any property which may be subject to any trusts, the Trust shall only deal with or invest the same in such manner as is allowed by law, having regard to such Trusts.

(b) In case the Trust shall take or hold any property in England, Scotland, Wales or Northern Ireland subject to the jurisdiction of the Charity

Commissioners for England and Wales, the Trust 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 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 Council have been if no incorporation had been effected and the incorporation of the Trust shall not diminish or impair any control or authority exercisable by the Chancery Division or the Charity Commissioners over such Council, but they shall as regards any such property be subject jointly and separately to such control or authority as if the Trust were not incorporated.

4. The income and property of the Trust shall be applied solely towards the promotion of its objects 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 members of the Trust and no member of its

Council shall be appointed to any office of the Trust paid by salary or fees, or, save as hereinafter provided, receive any remuneration or other benefit in money or moneys worth from the Trust other than in respect of reasonable and proper expenses for any services rendered to the Trust. Provided that nothing herein shall prevent any payment in good faith by the Trust:-

(a) of all usual and proper professional or other charges to any member of the Council who is a Solicitor, Accountant or otherwise engaged in a profession for work done by him or his firm in connection with the discharge of the objects of the Trust;

(b) of reasonable and proper remuneration to any member, officer or servant of the Trust (not being a Member of its Board) for any services rendered to the Trust;

(c) of interest on money lent by any member of the Board at a rate not exceeding 2 per cent per annum over the rate at which deposits in sterling of an amount equivalent to the amount of any loan are, at the date of such loan available in the London Interbank market for a period of 12 months to the Trust's bankers;

(d) of reasonable and proper rent for premises or property demised or let by any member of the Trust, or of its Board;

(e) of any premium in respect of indemnity insurance under Article 56 of

the Articles of Association with which the Trust is incorporated;

(f) to any Member of its Board of out of pocket expenses.

5.No additional, alteration, or amendment shall be made to or in the provisions of the Memorandum or Articles of Association for the time being in force which would have the effect that the Trust shall cease to be a Company to which Section 30 Companies Act 1985 applies.

6. The liability of the Members is limited.

7. Every Member of the Trust undertakes to contribute such amount as may be required (not exceeding one pound) to the assets of the Trust if it should be wound up while he is a Member or within one year after he ceases to be a Member, for payment of the Trust's debts and liabilities contracted before he ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributors among themselves.

8. If the Trust is wound up or dissolved and after all its debts and liabilities have been satisfied there remains any property it shall not be paid to or distributed among the Members of the Trust, but shall be given or transferred to such other Charitable institution or institutions having objects similar to the Trust's objects, which prohibits the distribution of its or their income and property to an extent at least as great as is imposed on the Trust by Clause 4 above, chosen by

the Board of the Trust at or before the time of dissolution and if and in so far as effect cannot be given to this provision then to some other Charitable object.

9. Words and expressions used herein shall have the same meanings (where the context permits) as they are given in the Articles of Association with which the Trust is incorporated.