

---

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

---

**DRAFT**

**MEMORANDUM**

**AND**

**ARTICLES OF ASSOCIATION**

**OF**

**EKO BOYS HIGH SCHOOL TRUST**

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

**MEMORANDUM OF ASSOCIATION OF EKO BOYS HIGH SCHOOL TRUST (EBHST)**

1. The name of the Association (hereinafter called “the Company”) is EKO BOYS HIGH SCHOOL TRUST
2. The registered office of the Company will be situated in Nigeria.
3. The Company is established to promote the vision of the founder of EKO BOYS HIGH SCHOOL;(EBHS) which is to advance the educational, social, spiritual, emotional and moral development of children and young people in Lagos, Nigeria principally by assisting & supporting the parents and teachers of such children.

Our vision is “to enhance the life skills and chances of children in an equal, caring, multi-cultural and meritocratic society.”

It is and shall be the vision of EBHST in perpetuity:

- To offer children of suitable age an education of such breadth and excellence as will fit them pre-eminently for work and service in society in their generation; and in particular to enable them to compete confidently with their peers for opportunities in further education and careers;
- To develop first the skills, learning habits, independence of mind and spiritual awareness that will enable and motivate them to continue to educate themselves throughout their lives; and second, a high sense of responsibility towards themselves, their families, their associates and to society at large, such as to form a permanent foundation of their training and character;
- To be responsible for all assets of the school;
- To have regard especially to children of families in social, financial or other needs, in the choice of pupils; that choice to remain the prerogative of the Trust;
- To maintain and further the close connection between the Trust, the school and the Old students who have passed through the school since its foundation in 1913.

Our mission statement is “to provide first class day and / or boarding educational, social and cultural activities for children and young people in order to create an equal, caring, multi-cultural and meritocratic society.”

Our statement of purpose: The purpose of EKO BOYS HIGH SCHOOL TRUST is to contribute to the effective delivery of educational programmes by informing policy development, facilitating effective linkages of students, parents and teachers and implementing support programmes in order to improve the life skills and chances of children and young people.

Our values are: respecting diversity; respecting rules and regulations; appreciating and celebrating diverse cultural heritage; respecting family values; promoting self respect; providing positive role models; recognition that we can

## Memorandum and Articles of Association of E.B.H.S.T

change ourselves and our environment; developing self esteem and empowerment; and taking responsibility for ourselves and our actions.

In furtherance of the said objects, but not further or otherwise, the Company shall have power:

- a) To admit students by competitive assessment, give advice and information and support to students, parents and teachers on education, training and other related issues that affect children and young people.
- b) To promote awareness within the community and amongst children and young people, of Nigeria's history and culture.
- c) To promote awareness of the issues that affect children including, mental, and physical health; and social issues.
- d) To work together with students, parents and teachers including providing training in the interest of children.
- e) To cause to be written, and printed or otherwise, reproduced and circulated, gratuitously or otherwise, periodicals, magazines, books, leaflets or other documents or films or recorded tapes relating to the activities of EBHS and EBHST.
- f) To hold exhibitions, meetings, lectures, classes, seminars and courses, either alone or with others on educational related issues.
- g) To foster and undertake research into any aspect of the objects of the Company and its work and to disseminate the results of any such research.
- h) To co-operate and enter into arrangements with other schools, charitable organisations that may be local, national or international.
- i) To charge fees including tuition fees, accept subscriptions, donation(s), devise and bequest of and to purchase, take on lease or in exchange, hire or otherwise acquire and hold any real or personal estate; maintain and alter of any of the same as are necessary for any of the objects of the company and (subject to such consents as may be required by law) sell, lease or otherwise dispose of or mortgage any such real or personal estate.
- j) To issue appeals, hold public meetings and take such other steps as may be required for the purpose of procuring contributions to the funds of the Company in the shape of donation(s), subscriptions or otherwise.
- k) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments, and to operate bank accounts.
- l) To borrow and raise money for the objects of the company on such terms and (with such consents as are required by law) on such security as may be thought fit PROVIDED THAT the Company shall not undertake any permanent trading activities in raising funds for the objects of the Company.

## Memorandum and Articles of Association of E.B.H.S.T

- m) To take and accept any gift of money, property or other assets, whether subject to any special trust or not, for any one or more of the objects of the Company.
- n) To invest the monies of the Company not immediately required for its objects in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided.
- o) To make any charitable donation(s) either in cash or assets for the furtherance of the objects of the Company.
- p) To establish and support any charitable association or body and to subscribe and guarantee money for charitable purposes calculated to further the objects of the Company.
- q) To employ or terminate the employment of teachers, non teaching staff, any person or persons; to supervise and / or carry out appraisal of all staff employed by the trust.
- r) To insure and arrange insurance cover for its staff, officers, servants and voluntary workers and those of its members from and against all such risks incurred in the course of the performance of their duties as may be thought fit.
- s) Subject to the provisions of clause 4 in the Articles of association, to pay reasonable annual sums or premiums for or towards the provision of pensions for teachers, staff, officers or servants or their dependants throughout the existence of the Company.
- t) To amalgamate with any companies, institutions, societies or associations which are charitable at law and have objects altogether or mainly similar to those of the Company and prohibit the payment of any dividend or profit to and the distribution of any of their assets amongst their members at least to the same extent as such payments or distributions are prohibited in the case of members of the Company by this Memorandum of Association.
- u) To pay out of the funds of the Company the cost, charges and expenses of and incidental to the formation and registration of the Company.
- v) To provide bursaries and / or scholarships wherever possible and practicable.
- w) To promote debate, music, sports, drama, cultural exchange programs with other schools within and outside Nigeria.
- X) To ensure the standard and quality of education provided by the trust is of very high standard comparable to the best schools anywhere in the world.
- Y) To be accredited with international organisations that promotes and preserve high standard in education such as Council of British International Schools

Memorandum and Articles of Association of E.B.H.S.T

(COBIS), Independent Schools Council (ISC), The Headmasters and Headmistresses' Conference (HMC), and similar organisations.

- Z) To do all such other lawful activities as shall further the above objects or any closely related objects of the company.

The income and properties of the Company shall be applied wholly, exclusively and necessarily to promote the objects of the Company as set forth in the 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 Company and no member of its Management shall be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit or money's worth from the Company. Provided that nothing herein shall prevent any payment in good faith by the Company:

- a. of reasonable and proper remuneration to any member, officer or employee of the Company not being a member of its Management for any services rendered to the Company;
- b. of a reasonable rate of interest on money lent by any member of the Company or of its Committee;
- c. of a reasonable and proper rent for premises demised or let by any member of the Company or of its Committee;
- d. of fees, remuneration or other benefit in money or money's worth to a company of which a member of the Management may be a member holding not more than 1/100<sup>th</sup> part of the capital of that company; and
- e. to any member of the Management of reasonable out-of-pocket expenses.

The liability of the members is limited.

- aa) Every member of the Company undertakes to contribute to the assets of the Company, in the event of the Company 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 Company 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 one thousand Naira.
- bb) 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, and which shall prohibit the distribution of its or their income and property to extent at least as great as is imposed on the Company under or by virtue of Clause 4 hereof, such institution or institutions to be determined by the members of the Company at or before the

Memorandum and Articles of Association of E.B.H.S.T

time of dissolution, and in so far as effect cannot be given to such provision, then to some other charitable object.

Memorandum and Articles of Association of E.B.H.S.T

Chief Idowu Sofola SAN MON  
President EKOPA  
Address  
Address  
Address

Signature: \_\_\_\_\_

Mr xxxxxx xxxxxx  
Address  
Address  
Address  
Address  
(Treasurer)

Signature : \_\_\_\_\_

---

Dated :

Witness to the above Signatures :

Name

Signature : \_\_\_\_\_

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

**ARTICLES OF ASSOCIATION OF EKO BOYS HIGH SCHOOL TRUST**

**INTERPRETATION**

1. In these Articles :

“The Act” means the Companies Act of the Federal Republic of Nigeria.

“The Board” means the Management Board of the Company.

“The seal” means the common seal of the Company.

“The Company” means Eko Boys High School Trust.

“Secretary” means any person appointed to perform the duties of the secretary of the Company.

“Nigeria” means Federal Republic of Nigeria.

Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography, and other modes of representing or reproducing works in a visible form.

Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which these Articles become binding on the Company.

“Address” means in relation to electronic communications any number or address used for the purpose of such communication.

“Electronic communication” means the same as email, faxes, and texts, telephones and mobile phones.

Words importing gender shall mean and include any other gender and words importing persons shall include corporations and natural persons.

**OBJECTS**

2. The Company is established for the objects expressed in the Memorandum of Association.

**MEMBERS**

3. The subscribers to the Memorandum of Association and such other persons as the Board shall admit to membership shall be members of the Company.

## Memorandum and Articles of Association of E.B.H.S.T

4. Membership of the Company shall be open to all students who have passed through EKO BOYS HIGH SCHOOL.
5. Paid employees of the Company are not eligible for membership.
6. An application for membership may be approved or rejected by the Board. The Board shall have the right for good and sufficient reason to terminate the membership of any member PROVIDED THAT the member concerned shall have a right to be heard before a final decision is made.
7. Unless the members of the Board or the Company in General Meeting shall make other provision pursuant to the powers contained in Article 54 the Board members may in their absolute discretion permit any member of the Company to retire provided that after such retirement the number of members is not less than seven.

### GENERAL MEETINGS

8. The Company shall each year hold a General Meeting as its Annual General Meeting in addition to any other meetings in that year, and shall specify the meeting as such in the notices calling it; and not more than fifteen months shall elapse between the date of one Annual General Meeting of the Company and that of the next. Provided that so long as the Company holds its first Annual General Meeting within eighteen months of its incorporation, it need not hold it in the year of its incorporation or in the following year. The Annual General Meeting shall be held at such time and place as the Board shall appoint. All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings.
9. The Board or the Chairperson may, whenever they see fit convene an Extraordinary General Meeting, and Extraordinary General Meetings shall also be convened by such requisitions, as provided by the Act.
10. The Company may invite any person to attend General Meetings as an observer or adviser but without the power to vote.

### NOTICE OF GENERAL MEETINGS

11. An Annual General Meeting and a meeting called for the passing of a special resolution shall be called by at least twenty-one days' notice in writing. Other meetings shall be called by at least fourteen days' notice in writing. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day of the meeting and shall specify the place, the day and the hour of meeting and, in case of special business, the general nature of that business shall be given, in manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Company in General Meeting, to such persons as are, under the Articles of the company, entitled to receive such notices from the Company :

## Memorandum and Articles of Association of E.B.H.S.T

Provided that a meeting of the Company shall, notwithstanding that it is called by shorter notice than that specified in this Article, be deemed to have been duly called if it is so agreed:

(a) in the case of the Annual General Meeting, all the members are entitled to attend and vote; and

(b) in the case of any other meeting, by a majority of the members having a right to attend and vote at the meeting being a majority together representing not less than ninety-five per cent of the total voting rights at that meeting of all the members.

**12.** 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.

### PROCEEDINGS AT GENERAL MEETINGS

**13.** The business to be transacted at an Annual General Meeting shall include the consideration of the accounts, balance sheets, and the reports of the Board and auditors, the election of members of the Board in the place of those retiring and the appointment of, and the fixing of the remuneration of, the auditors.

**14.** No business shall be transacted at any General Meeting unless a quorum of members is present at the time when the meeting proceeds to business; one-third of the membership shall be a quorum. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved; in any other case it shall be adjourned to the same day in the next week in the same time and place, or to such other day and at such other time and place as the Board may determine. If at the adjourned meeting a quorum is not present within half an hour after the appointed starting time, the members present will be a quorum.

**15.** The Chairperson of the Company shall chair every General Meeting of the Company, or if there is no such Chairperson, or if he shall not be present within fifteen minutes after the time appointed for the holding of the meeting or is unwilling to act, the members of the Board present shall elect one of their number to chair the meeting.

**16.** 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, but no other business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Otherwise it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

**17.** At any General meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded :

(a) by the Chairperson; or

(b) by at least two members present; or

(c) by any member or members present in person and representing not less than one-third of the total voting rights of all the members having the right to vote at the meeting.

Unless a poll is so 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 and an entry to that effect in the minutes of proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

The demand for a poll may be withdrawn.

**18.** 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 second or casting vote but a motion passed only on the casting vote of the chairperson shall be deemed to have been lost.

**19.** A poll demanded on the election of a Chairperson, or on a question of adjournment, shall be taken immediately. A poll demanded on any other question shall be taken at such time and in such manner as the Chairperson of the meeting directs, and any business other than that upon which a poll has been demanded may proceed pending the taking of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

**20.** Subject to the provisions of the Act, a resolution in writing signed by all the members entitled to receive notice of and to attend and vote at General Meetings (or being organisations by their duly authorised representatives) shall be as valid and effective as if it had been passed at a general meeting of the Company duly convened and held. Any such resolution in writing may consist of two or more documents in like form each signed by one or more members.

#### VOTES OF MEMBERS

**21.** Every full member shall have one vote.

**22.** No member shall be entitled to vote at any General Meeting unless all monies presently payable by him to the company have been paid.

#### ORGANISATIONS ACTING BY REPRESENTATIVES AT MEETINGS

**23.** Any Organisation which is a member of the Company may by resolution of its Board or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Company, and the person so authorised

shall be entitled to exercise the same powers on behalf of the organisation which he represents as that organisation could exercise if it were an individual member of the Company.

#### BOARD OF TRUSTEES

- 24.** The maximum number of Trustees shall be determined by the Company in General Meeting and for the time being shall consist of a minimum of seven and a maximum of twenty.
- 25.** Only Old Ekorians of HIGH INTEGRITY whose names have not been tainted or associated with something bad can be board members (i.e. good role models for current and future students of the school). It does not matter that the person was not found guilty in a court of Law, an administrative / disciplinary panel or a commission of inquiry.
- 26.** To be appointed as a board member, the Old Ekorians must be educated to a degree level or its equivalent and must have a verifiable, honest means of livelihood.
- 27.** The Trustees shall be paid all reasonable expenses properly incurred by them in attending and returning from Board meetings or General Meetings of the Company or any expenses wholly, exclusively and necessarily incurred in connection with the business of the Company.

#### BORROWING POWERS

- 28.** The Board may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking and property, or any part thereof, and to issue debentures, debenture stock and other securities, whether outright or as security for any debt, liability or obligation of the company or any third party.

#### POWERS AND DUTIES OF THE BOARD

- 29.** The business of the Company shall be managed by the Board who may pay all expenses incurred in the formation of the Company, and may exercise all such powers of the Company as are not required to be exercised by the Company in General Meeting. Any such requirement may be imposed either by the Act or by these Articles or by any regulation made by the Company in General Meeting; but no such regulation shall invalidate any prior act of the Board which would have been valid if that regulation had not been made.
- 30.** All cheques and other negotiable instruments, and all receipts for monies paid to the Company, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Board shall from time to time determine.

**31.** The Board shall cause minutes to be made :

(a) of the names of the Board members present at each Board Meeting.

(b) of all resolutions and proceedings at all meetings of the Company, and of the Board.

#### DISQUALIFICATION OF BOARD MEMBERS

**32.** A Board member shall cease to hold office if the member :

( a ) ceases to be a Board member by virtue of any provision in the Act or is disqualified from acting as a Board member by virtue of applicable law(s) of the Federal Republic of Nigeria (or any statutory re-enactment or modification of that law(s));

(b) becomes incapable by reason of mental disorder, illness or injury of managing and administering his or her own property and affairs;

(c) subject to Article 13 resigns office by written notice to the Company;

(d) ceases to be a member of the Company;

(E) is absent without the agreement of the Board from four consecutive meetings and the Board resolve that his office be vacated;

(f) is removed from office by a seventy five percent of majority vote of the Board at a special meeting called for that purpose, when in the opinion of the Board, it appears that the member in question is acting in a manner detrimental or prejudicial to the well being of the Company.

**33.** (g) becomes tainted or associated with something bad that will not be good for the image of E.B.H.S. i.e. no longer a good role model for the current or future students of the school. It does not matter that the person was not found guilty in a court of law, an administrative / disciplinary panel or a commission of inquiry.

**34.** A Board member shall not vote in respect of any contract in which he or she is interested or any matter arising there of, and if he or she does so vote his vote shall not be counted. Board members are required to complete a declaration of form to avoid conflict of interest.

#### ELECTION OF BOARD MEMBERS

**35.** At the Annual General Meeting the Company shall elect a Chairperson, Secretary, Treasurer, and such other honorary officers and other Board members as the Company may from time to time determine.

**36.** A retiring Board member shall be eligible for re-election.

- 37.** The Company at the meeting at which a Board member retires in manner aforesaid may fill the vacated office by electing a person thereto, and in default the retiring Board member shall, if offering himself for re-election, be deemed to have been re-elected, unless at such meeting it is expressly resolved not to fill such vacated office or unless a resolution for the re-election of such member shall have been put to the meeting at lost.
- 38.** Subject to Article 23 the Company may from time to time increase or reduce the number of Board members.
- 39.** The Board shall have power at any time to appoint any person to be a Board member either to fill a casual vacancy or as an addition to the existing members but so that the total number of Board members shall not at any time exceed any maximum number fixed in accordance with these Articles and the total number of co-opted members shall not exceed one-quarter of the total number of elected Board members serving at the date of co-option. Any Board member so appointed shall hold office only until the next Annual General Meeting, and shall then be eligible for re-election.
- 40.** Former paid employees of the company are ineligible for election of the Board until one year has passed from the date of their resignation.

#### PROCEEDINGS OF THE BOARD

- 41.** The Board shall meet together at least six times (preferably every six weeks) a year for the dispatch of business, adjourn, and otherwise regulate their meetings, as they think fit. Questions arising at any meeting shall be decided by a majority of votes. In the case of an equality of votes the Chairperson shall have a second or casting vote. A Board member may, and the Secretary on the request of a Board member shall, at any time summon a Board meeting. It shall not be necessary to give notice of a Board meeting to any member temporarily absent from the Nigeria.
- 42.** The quorum necessary for the transaction of the business of the Board may be fixed by the Board and unless so fixed shall be one-third of the membership of the Board, subject to a minimum of seven.
- 43.** The Board may act notwithstanding any vacancy in their body, but, if and so long as their number is reduced below the number fixed by or pursuant to the Articles of the Company as the necessary quorum of members; the Board may act for the purpose of increasing the number of board members by summoning a General Meeting of the Company, but for no other purpose.
- 44.** The Board may delegate powers to a Finance Committee or to other committees consisting of such persons as they think fit; any committee so formed shall

## Memorandum and Articles of Association of E.B.H.S.T

conform to any regulations that may be imposed on it by the Board and shall report all acts and proceedings to the Board as soon as is reasonably practicable. No committee shall be given power to co-opt more than one-quarter of the total membership.

- 45.** All acts done by any meeting of the Board or committee(s), or by any person acting as a Board member, shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such member or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Board member.
- 46.** A resolution in writing, signed by all the Board members entitled to receive notice of a Board meeting, shall be as valid and effectual as if it had been passed at a Board meeting duly convened and held, and may consist of several documents in like form each signed by one or more Board members.

### OFFICERS

- 47.** *The Board shall appoint (and may remove) any person to act as Company Secretary and a Treasurer in accordance with its Memorandum and Articles of Association provided that if a Board member is appointed he shall not be paid.*

### THE SEAL

- 48.** The Board shall provide for the safe custody of the seal if any, which shall only be used by the authority of the Board or of a committee authorised by the Board in that behalf and every instrument to which the seal shall be affixed shall be signed by a Board member and shall be countersigned by the secretary, and by a second Board member or by some other person appointed by the Board for the purpose.

### ACCOUNTS

- 49.** Accounts shall be prepared in accordance with the provision of companies' act of the Federal Republic of Nigeria.

### NOTICES

- 50.** Notices to be given to or by any person pursuant to the Articles shall either be in writing or by an electronic communication.
- 51.** The Company may give any notice to a Company member either :
- (a) Personally; or
  - (b) By leaving it at his registered address; or
  - (c) By sending it by post; or

## Memorandum and Articles of Association of E.B.H.S.T

(d) By an electronic communication to an address duly notified by the person concerned.

**52.** Notice of every General Meeting shall be given in any authorised manner to :

(a) every Company or Board member except those members who have not supplied to the Company an address for giving of notices to them; and

(b) The auditor for the time being of the Company.

No other person shall be entitled to receive notices of General Meetings.

### DISSOLUTION

**53.** A Company or Board member present in person at any meeting of the Company shall be deemed to have received notice of the meeting and, where necessary, of the purposes for which it was called.

**54.** Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of 48 hours after either the envelope containing it was posted or, in the case of a notice contained in an electronic communication, at the expiration of 48 hours after the time it was sent.

### PATRONS

**55.** *The Board may at its discretion appoint and remove any person to be a patron of the Company on such terms as they see fit.*

**56.** *A Patron shall have the right to attend and speak (but not vote) at any general meeting of the Company and to be given notice thereof as if a member shall have the right to receive accounts of the Company when available to members.*

### RULES OF BYE LAWS

**57.** The Board may from time to time make such rules as it may deem necessary or convenient for the proper conduct and management of the Company provided that no rule shall be inconsistent with, or shall affect or repeal anything contained in, the Memorandum of Articles of Association of the Company.

[GO BACK](#)