

Guildford Office
The Oriel
Sydenham Road
Guildford GU1 3SR

T (+44) 01483 543210
F (+44) 01483 464260
www.moorebarlow.com

moore
barlow

Company No: 00937890

THE COMPANIES ACT 2006

COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

OF

ALDRO SCHOOL EDUCATIONAL TRUST LIMITED

Incorporated on 27 August 1968

**BARLOW
ROBBINS
SOLICITORS**

Guildford London Lymington Richmond Southampton Woking

Barlow Robbins Solicitors
The Oriel
Sydenham Road
Guildford, Surrey
GU1 3SR

Moore Barlow is the trading name of Moore Barlow LLP, which is a limited liability partnership registered in England and Wales, registration number OC335180. The registered office is Gateway House, Chandler's Ford, Eastleigh SO53 3TG. We use the word 'partner' to refer to a member of the LLP, or an employee or consultant who is a lawyer with equivalent standing and qualifications (a non-member). A list of the members is open to inspection at our registered office, together with a list of those non-members who are referred to as partners.

Authorised and regulated by the Solicitors Regulation Authority. SRA ID: 487618.

T: +44 (0)1483 562901

F: +44 (0)1483 464260

DX 2407 GUILDFORD

www.barlowrobbins.com

Company No: 00937890

THE COMPANIES ACT 2006

COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

OF

ALDRO SCHOOL EDUCATIONAL TRUST LIMITED

Incorporated on 27 August 1968

1. **THE COMPANY'S NAME IS:** ALDRO SCHOOL EDUCATIONAL TRUST LIMITED
(and in this document it is called the "Trust").

2. **REGISTERED OFFICE**
The registered office of the Trust will be situated in England.

3. **INTERPRETATION**
In the Articles:

"address" means a postal address or, for the purposes of electronic communication, a fax number, an e-mail or postal address, in each case registered with the Trust;

"the Articles" means the Trust's articles of association;

"Board of Governors" means the governing body/board of directors of the Trust;

"the Chair" means the chair of the Board of Governors, elected in accordance with Article 20;

"the Charities Act" means the Charities Act 2011;

"clear days" in relation to the period of a notice means a period excluding:

Guildford London Lymington Richmond Southampton Woking

Moore Barlow is the trading name of Moore Barlow LLP, which is a limited liability partnership registered in England and Wales, registration number OC335180. The registered office is Gateway House, Chandler's Ford, Eastleigh SO53 3TG. We use the word 'partner' to refer to a member of the LLP, or an employee or consultant who is a lawyer with equivalent standing and qualifications (a non-member). A list of the members is open to inspection at our registered office, together with a list of those non-members who are referred to as partners.

Authorised and regulated by the Solicitors Regulation Authority. SRA ID: 487618.

the day when the notice is given or deemed to be given; and

the day for which it is given or on which it is to take effect;

“the Commission” means the Charity Commission for England and Wales;

“Companies Acts” means the Companies Acts (as defined in Section 2 of the Companies Act 2006) insofar as they apply to the Trust;

“connected person” means any of the following:

- a) any parent, child (including stepchild or illegitimate child), brother, sister, grandparent or grandchild of a Governor;
- b) the spouse or civil partner of a Governor or of any person in (a), including anyone living as the spouse or civil partner of any of the above;
- c) any person carrying on business in partnership with a Governor or any person in a) to b) above;
- d) any institution which is controlled either by a Governor alone or in combination with any one or more of the persons in a) to c) above;
- e) any body corporate in which a Governor, either alone or in combination with any one or more of the persons in a) to c) above, holds more than 20% of the share capital or more than 20% of the voting rights in the body corporate.

Any person who is a connected person in relation to any Governor is referred to in these Articles as ‘connected’ to that Governor;

“Court” means the High Court of Justice of England & Wales, and particularly the Chancery Division or any Division which has jurisdiction over charities;

“Deputy Chair” means the deputy chair of the Board of Governors, if any;

“document” includes, unless otherwise specified, any document sent or supplied in electronic form;

“electronic form” has the meaning given in section 1168 of the

Companies Act 2006;

"Governor"	means a governor of the school. The Governors are charity trustees, as defined by section 177 of the Charities Act, and also company directors and company members;
"Investment Manager"	an Investment Manager shall be authorised to carry on investment business under the provisions of the Financial Services Act 1986 or the Financial Services and Markets Act 2000 as amended from time to time or any legislation enacted in substitution thereof;
"the Memorandum"	means the Memorandum of Association of the Trust;
"Objects"	means the objects of the Trust as described in Article 5;
"Officers"	includes the Governors and the Secretary or Clerk;
"the Seal"	means the common seal of the Trust if it has one;
"Secretary"	means any person appointed to perform the duties of the secretary of the Trust including a Clerk to the Governors;
"Trust"	means the company intended to be regulated by these Articles;
"the United Kingdom"	means Great Britain and Northern Ireland.

Words importing one gender shall include all genders, and the singular includes the plural and vice versa.

Unless the context otherwise requires, words or expressions contained in the Articles have the same meaning as in the Companies Acts but excluding any statutory modification not in force when this constitution becomes binding on the Trust.

Apart from the exception in the previous paragraph, a reference to an Act of Parliament includes any statutory modification or re-enactment of it for the time being in force.

4. **LIABILITY OF THE MEMBERS**

- 4.1 The liability of the members, as defined in Article 11, is limited to a sum not exceeding **£1**, being the amount that each member undertakes to contribute to the assets of the Trust in the event of its being wound up while he or she is a member, or within one year after he or she ceases to be a member, for
- 4.1.1 payment of the Trust's debts and liabilities incurred before he, she or it ceases to be a member;
 - 4.1.2 payment of the costs, charges and expenses of winding up; and
 - 4.1.3 adjustment of the rights of the contributories among themselves.

5 OBJECTS

- 5.1 The Trust's Objects are restricted to the following:
- "the advancement of education".

6 POWERS

The Trust has power to do anything which is calculated to further its Objects or is conducive or incidental to doing so. In particular, the Trust has power:

- 6.1 to provide for the education, training and instruction of pupils in any school acquired or established, in every branch of learning and knowledge and in arts of all kinds, and to provide such pupils with spiritual, moral, mental and physical training;
- 6.2 to provide a school or schools, class rooms, offices and other facilities for pupils, teachers and others educated by the Trust, including books, equipment and facilities for study, research, recreation and performance of artistic and cultural activities of every description;
- 6.3 to provide playing fields, games courts, gymnasias, recreation grounds and buildings, swimming baths and other accommodation in connection with sports, games and pastimes of all kinds at any school owned by the Trust;
- 6.4 to provide for the board, accommodation and other facilities for pupils, teachers and other staff attending or attached to or teaching or working at any school for the time being carried on by the Trust;
- 6.5 to provide, at the absolute discretion of the Governors, means-tested bursaries and other awards for pupils or prospective pupils in financial need, to enable them to attend the school or schools and enable them to participate in curricular and extra-curricular activities undertaken for educational purposes;

- 6.6 to institute, establish, contribute towards and administer scholarships, exhibitions, grants, prizes, awards or allowances tenable at the school or schools, to pupils or prospective pupils selected on the grounds of merit for proficiency in studies, conduct or physical education, or otherwise considered worthy of suitable reward or mark of distinction;
- 6.7 to give scholarships and exhibitions and to make grants and allowances to any pupil or past pupil of any school owned or managed by the Trust for the purpose of proceeding to any University or other place of education, or who undertake any special course of instruction or research work;
- 6.8 to provide grants or allowances to any person engaged in the teaching profession, or a student of the teaching profession, for the purpose of training at any University or other educational establishment or attending any other training course in the theory and practice of education, or to train such persons in the School or Schools;
- 6.9 to share the school's facilities and resources where appropriate with individuals, groups or organisations within the local community in the pursuit of educational and other associated activities for the benefit of the local or wider community, whether gratuitously or otherwise, at the discretion of the Governors and subject to Article 6.20;
- 6.10 to carry out research into the development and application of new techniques in education, in particular in relation to its approach to curriculum development and delivery, to publish the results of such research and to develop means of benefiting from application of the experience of industry, commerce, other schools and the voluntary sector to the education of pupils;
- 6.11 to compile, print, purchase, edit and publish such books, periodicals, reports, films, videos, software and works as the Trust may think fit and to make appropriate charges for such materials;
- 6.12 to adopt such means of publicising the Trust and its Objects and activities as may seem expedient, and in particular by advertising in any media;
- 6.13 to raise funds and to invite and receive contributions from any person or persons whatsoever by way of fees, subscriptions, donations, contributions, 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 a special trust or not Provided always that any moneys so received by the Trust shall be used or applied by the Trust for or towards its charitable Objects and, in relation to any contributions subject to any special trusts or conditions, the Trust shall hold and apply the same in accordance with the trusts and conditions on which they were transferred and shall only deal with or apply the same in such manner allowed by law, having regard to such trusts;

- 6.14 to purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges which the Trust may think necessary for the promotion of the Objects, to manage and improve such property and to provide, construct, maintain, alter and equip any facilities, buildings or erections necessary or conducive to the Objects, subject to such consents as may be required by law;
- 6.15 to exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, develop, grant easements or other rights, manage and improve all or any part of the property or assets of the Trust 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 Trust may be obliged or required or ought to do as the owner of such property or assets or to otherwise deal with any of the property and rights of the Trust as may be necessary or conducive to the Objects. In exercising this power, the Trust must comply as appropriate with sections 117 and 122 of the Charities Act;
- 6.16 to borrow and raise money and to enter into any derivative arrangement relating to such borrowing and in particular by the issue of debentures or debenture stock charged upon all or any of the Trust's property; to charge the whole or any part of the property belonging to the Trust as security for repayment of the money borrowed or as security for a grant or the discharge of an obligation. The Trust must comply as appropriate with sections 124 to 126 of the Charities Act if it wishes to mortgage land;
- 6.17 to co-operate with other charities, voluntary bodies and statutory authorities and to exchange information and advice with them;
- 6.18 to confer, co-operate and enter into arrangements with, and to obtain charters, rights, orders and concessions from, education authorities and such other bodies as may be necessary or conducive to the Objects;
- 6.19 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, or aid in the establishment or support of, any charitable trusts, associations, institutions, societies or Schools established for charitable purposes only;
- 6.20 to promote any charitable company or companies for the purpose of carrying on any school or schools;
- 6.21 to acquire, merge with or to enter into any partnership or joint venture arrangement with any other charitable trusts, associations, institutions, societies, Schools, social enterprises or voluntary bodies with similar charitable purposes Provided that the Trust shall not amalgamate, affiliate with or subscribe to any organisation which shall not prohibit the distribution of its income and property among its members to an extent at least as great as is imposed on the Trust under or by virtue of Article 7 hereof;

- 6.22 in exchange for full consideration, and subject to Part 7 of the Charities Act, to grant licences or make any disposition of the property or assets of the Trust to a trading company or subsidiary company formed and operated for the purpose of benefiting the Trust, provided that the Trust shall not undertake any permanent taxable trading activity and must comply with relevant statutory regulations. 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 Trust for non-charitable purposes;
- 6.23 to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts in the name of the Trust;
- 6.24 to lend and advance money or give credit on any terms, with or without security, to any person, firm or company, including a trading company formed and operated in accordance with Article 6.22, to enter into contracts of indemnity and guarantees 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;
- 6.25 to make any charitable donation either in cash or assets for the furtherance of the Objects or for the promotion of education;
- 6.26 to set aside income as a reserve against future expenditure but only in accordance with a written policy about reserves;
- 6.27 to deposit or invest funds in any manner (but to invest only after obtaining advice from a financial expert when considered appropriate by the Governors, and having regard to the suitability of investments and the need for diversification) Provided that the Trust shall have power to retain any investments donated to it;
- 6.28 to delegate the management of investments to an Investment Manager, but only on terms that:
 - 6.28.1 the investment policy, as determined by the Governors, is set down in writing for the Investment Manager;
 - 6.28.2 the performance of the investments is reviewed regularly with the Board of Governors and the investment policy and the delegation arrangement are reviewed at least once a year;
 - 6.28.3 the Governors are entitled to cancel the delegation arrangement at any time;

- 6.28.4 all payments due to the Investment Manager are on a scale or at a level which is agreed in advance and are notified promptly to the Governors on receipt;
- 6.28.5 the Investment Manager must only operate within the powers of the Governors.
- 6.29 to arrange for investments or other property of the Trust to be held in the name of a nominee (being a corporate body registered or having an established place of business in England and Wales) under the control of the Governors or of an Investment Manager acting under their instructions and to pay any reasonable fee required;
- 6.30 to appoint, employ, or otherwise engage and train such Head teacher or Head teachers (by whatever title known) and such other teaching and non-teaching staff, officers, administrative staff and other persons as the Governors thinks fit and who are considered necessary for the attainment of the Objects, and to fix and pay the remuneration of all or any such persons for his, her or their services and, where necessary, to terminate any such employment on such terms as the Governors may decide and which is within their power to agree. The Trust may employ or remunerate a Governor only to the extent it is permitted to do so by Article 7;
- 6.31 subject to Article 7, to grant pensions, allowances and gratuities to past or present officers or employees of the Trust or to the dependants of such persons and to establish and maintain or participate in trust funds or schemes (whether contributory or non-contributory) for providing pensions or other benefits for any such persons mentioned above;
- 6.32 to insure at the expense of the Trust 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 Governors (or any of them), so far as is permitted by Article 6.33.
- 6.33 to provide indemnity insurance for the Governors in accordance with Article 7.1.6 below;
- 6.34 to insure the Trust and the Trust's property against such risks as the Governors shall consider it prudent or necessary to insure;
- 6.35 to do all such other lawful things as shall further the Objects of the Trust.

PROVIDED always and it is hereby declared that the Trust exists only for those purposes which are both charitable and educational and, notwithstanding anything contained in these Articles, nothing shall be an object of the Trust which is not both a charitable and an educational object.

7 APPLICATION OF INCOME AND PROPERTY

- 7.1 The income and property of the Trust shall be applied solely towards the promotion of the Objects and no part shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to members of the Trust, and no Governor shall be appointed to any office of the Trust paid by salary or fees, or receive any remuneration or other benefit in money, or money's worth from the Trust

Provided that nothing in these Articles shall prevent payment in good faith by the Trust:

- 7.1.1 of reasonable and proper remuneration for any services rendered to the Trust by any member, officer or servant of the company who is not a Governor;
 - 7.1.2 of interest on money lent by any member or Governor at a reasonable or proper rate per annum not exceeding 2% less than the published base lending rate of a clearing bank to be selected by the Governors;
 - 7.1.3 of the payment of reasonable fees for the supply of professional services to the Trust by any partnership, limited liability partnership or company of which a Governor is a partner, member or shareholder, subject to the restrictions on remuneration in section 185 Charities Act;
 - 7.1.4 of reasonable and proper rent for property demised and let by any member or Governor to the Trust;
 - 7.1.5 to any Governor of reasonable out-of-pocket expenses;
 - 7.1.6 of any premium in respect of any indemnity insurance to cover the liability of the 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 Trust: Provided that any such insurance shall not extend to any claim arising from any act or omission which the Governors knew to be a breach of trust or breach of duty or which was committed by the Governors in reckless disregard to whether it was a breach of trust or breach of duty or not and provided that any such insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the Governors in their capacity as directors of the Trust.
- 7.2 In this Article 7 "Trust" shall include any company in which the Trust:
- holds more than 50% of the shares; or
 - controls more than 50% of the voting rights attached to the shares; or

- has the right to appoint one or more directors to the board.

8 INDEMNITY

- 8.1 The Company shall indemnify any relevant Governor against any liability incurred by them in that capacity, to the extent permitted by sections 232 to 234 of the Companies Act 2006.
- 8.2 In this Article a "relevant Governor" means any Governor or former Governor of the Company.

9 DECLARATION OF GOVERNORS' INTERESTS

- 9.1 A Governor must declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the Trust or in any transaction or arrangement entered into by the Trust which has not previously been declared. A Governor must absent himself or herself from any discussions of the Governors in which it is possible that a conflict will arise between his or her duty to act solely in the interests of the Trust and any personal or other interest (including but not limited to any personal financial interest).

10 CONFLICTS OF INTEREST

- 10.1 If a conflict of interest arises for a Governor because of a duty of loyalty owed to another organisation or person and the conflict is not authorised by virtue of any other provision in the Articles, the unconflicted Governors may authorise such a conflict of interest where the following conditions apply:
- 10.1.1 the conflicted Governor is absent from the part of the meeting at which there is discussion of any arrangement or transaction affecting that other organisation or person;
- 10.1.2 the conflicted Governor does not vote on any such matter and is not to be counted when considering whether a quorum of Governors is present at the meeting; and
- 10.1.3 the unconflicted Governors consider it is in the interests of the Trust to authorise the conflict of interests in the circumstances applying.
- 10.2 In this Article a conflict of interest arising because of a duty of loyalty owed to another organisation or person only refers to such a conflict which does not involve a direct or indirect benefit of any nature to a Governor.

11 MEMBERS

- 11.1 The members of the Trust shall be the Governors for the time being.
- 11.2 Membership is not transferable.
- 11.3 The Governors must keep a register of names and addresses of the members.
- 11.4 No person shall be admitted to membership unless he is first approved by the Board and the Board may in its absolute discretion and without assigning any reason decline to admit any person to membership.
- 11.5 Unless otherwise determined at a General Meeting there shall be no entrance fee or annual subscription in respect of membership of the Trust.

12 TERMINATION OF MEMBERSHIP

- 12.1 Membership is terminated if:
 - 12.1.1 the member ceases to be a Governor;
 - 12.1.2 the member dies;
 - 12.1.3 the member resigns by written notice to the Trust unless, after the resignation, there would be less than **five** members;

13 GENERAL MEETINGS

- 13.1 The Governors may call a general meeting at any time and shall hold an Annual General Meeting which must be held not more than fifteen months after the last preceding Annual General Meeting.
- 13.2 General meetings must be held in accordance with the provisions regarding such meetings in the Companies Acts, including notice provisions and the appointment of proxies.
- 13.3 No business shall be transacted at a general meeting unless a quorum is present.
- 13.4 A member shall not be counted in the quorum on any matter on which they are not entitled to vote.
- 13.5 A quorum shall be **five** members present in person or by proxy and entitled to vote upon the business to be conducted at the meeting.

- 13.6 In respect of a quorum, if a quorum is not present within half an hour from the time appointed for the meeting or, during a meeting a quorum ceases to be present, the meeting shall be adjourned to such time and place as the Governors then present shall determine.
- 13.7 General meetings shall be chaired by the person who has been elected as Chair by the Governors, in accordance with Article 20.
- 13.8 If the Chair is not present within fifteen minutes after the time appointed for the meeting, or is conflicted or is unwilling to, the Deputy Chair, if any, shall chair the meeting. If the Deputy Chair is not present within fifteen minutes after the time appointed for the meeting, or is conflicted, or is unwilling to preside, the members present may appoint one of the Governors to chair that meeting.
- 13.9 If the members attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the Chair of the meeting must adjourn it and shall decide the date, time and place at which the meeting is to be reconvened. The members present in person or by proxy at a meeting may resolve by ordinary resolution that the meeting be adjourned.
- 13.10 If a meeting is adjourned for more than seven days, at least seven clear days' notice shall be given of the reconvened meeting, stating the date, time and place of the meeting. No business shall be conducted at a reconvened meeting unless it could properly have been conducted at the meeting had the adjournment not taken place.
- 13.11 A member shall be entitled to appoint a proxy to attend, speak or vote, either on a show of hands or on a poll, at a general meeting. The Trust may require proxy notices to be delivered in a particular form and may specify different forms for different purposes.
- 13.12 The accidental omission to give notice of a meeting to or the non-receipt of such notice by "any person entitled to receive notice thereof" shall not invalidate any resolution passed or proceeding had, at any meeting.

14 VOTES OF MEMBERS

- 14.1 Every member shall have one vote.
- 14.2 In the case of an equality of votes, whether on a show of hands or on a poll, the Chair shall be entitled to a second or casting vote.
- 14.3 The following shall require a special resolution of the members:

- 14.3.1 the closure of any school or schools;
 - 14.3.2 the merger of any school or schools with any other;
 - 14.3.3 the opening of a new school;
 - 14.3.4 the removal of a Governor;
 - 14.3.5 the amendment of these Articles of Association;
 - 14.3.6 a change of name for the Trust.
- 14.4 A resolution put to the vote at a meeting shall be decided on a show of hands unless a poll is called for. A poll on a resolution may be demanded:
- 14.4.1 in advance of the general meeting where it is to be put to the vote, or
 - 14.4.2 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.
- 14.5 A poll may be demanded by:
- 14.5.1 the Chair of the meeting;
 - 14.5.2 the Governors;
 - 14.5.3 three or more persons having the right to vote on the resolution; or
 - 14.5.4 a person or persons representing not less than **one tenth** of the total voting rights of all the members having the right to vote on the resolution.
- 14.6 A demand for a poll may be withdrawn if:
- 14.6.1 the poll has not yet been taken, and
 - 14.6.2 the Chair of the meeting consents to the withdrawal.
- 14.7 No poll shall be demanded on the election of a Chair of a meeting or any question of adjournment.
- 14.8 Polls must be taken immediately and in such manner as the Chair of the meeting directs.

- 14.9 Any objection to the qualification of any voter must be raised at the meeting at which the vote is tendered and the decision of the person who is chairing the meeting shall be final.

15 WRITTEN RESOLUTIONS

- 15.1 Any special resolutions that are required to be passed by the members, including those decisions in Article 14.3, may be passed by written resolution, with the exception of removal of a Governor or an auditor.
- 15.2 A resolution in writing agreed by a simple majority (or in the case of a special resolution by a majority of not less than 75%) of the members who would have been entitled to vote had it been proposed at a general meeting, shall be effective provided that:
- 15.2.1 a copy of the proposed resolution has been sent to every eligible member;
 - 15.2.2 a simple majority (or in the case of a special resolution a majority of not less than 75%) of members has signified its agreement to the resolution; and
 - 15.2.3 it is contained in an authenticated document which has been received by the Trust within the period of 28 days beginning with the circulation date.
- 15.3 A resolution in writing may comprise several copies to which one or more members have signified their agreement.

16 GOVERNORS

- 16.1 A Governor must be a natural person aged 16 years or older.
- 16.2 No one may be appointed a Governor if he or she would be disqualified from acting under the provisions of Article 19.
- 16.3 No Head teacher or member of staff or anyone in receipt of a salary, fees, remuneration or other benefit in money or money's worth from the Trust (save as permitted by Article 7) shall be eligible to be a Governor.
- 16.4 The number of Governors shall be not less than **five** and not more than **fifteen**, unless determined otherwise by the Board of Governors.
- 16.5 A Governor may not appoint an alternate Governor or anyone to act on his or her behalf at meetings of the Governors.
- 16.6 Any person who is not a member of the Trust shall not be eligible for an appointment as a Governor.

17 POWERS OF GOVERNORS

- 17.1 The Governors shall manage the business of the Trust and may exercise all the powers of the Trust unless they are subject to any restrictions imposed by the Companies Act, the Articles, any special resolution, or by charity law Provided that they shall not deliberate upon or negotiate the acquisition of, nor shall the Trust acquire, whether by purchase or gift or otherwise, any school of which a Governor for the time being is the proprietor or one of the proprietors or in which they are financially interested. In the exercise of such powers, and all other powers conferred on the Governors by these Articles, decisions or actions required by the Governors must be made by the Board of Governors in accordance with the provisions of these Articles.
- 17.2 No alteration of the Articles or any special resolution shall have retrospective effect to invalidate any prior act of the Governors.
- 17.3 Any meeting of Governors at which a quorum is present at the time the relevant decision is made may exercise all the powers exercisable by the Governors.

18 APPOINTMENT OF GOVERNORS

- 18.1 A Governor shall be appointed for a term of office of **three** years.
- 18.2 Any Governor in office at the time that this revision of the Articles is adopted, shall serve for the remainder of the three-year period commencing with the date they were last elected as Governor.
- 18.3 A retiring Governor shall be eligible for re-election for consecutive periods not exceeding **three** terms in office from the date of his or her original appointment. This may be extended at the discretion of, and subject to any conditions imposed by, the Governors. For the avoidance of doubt, the three terms of office shall be calculated for existing Governors from their original date of appointment.
- 18.4 A Governor shall be appointed by the Board of Governors by such process as they in their absolute discretion shall determine.
- 18.5 The appointment of a Governor must not cause the number of Governors to exceed any number fixed as the maximum number of Governors.

19 DISQUALIFICATION AND REMOVAL OF GOVERNORS

- 19.1 A Governor shall cease to hold office if he or she:
- 19.1.1 ceases to be a director by virtue of any provision in the Companies Acts or is prohibited by law from being a director;

- 19.1.2 is disqualified from acting as a trustee by virtue of sections 178 and 179 of the Charities Act (or any statutory re-enactment or modification of that provision);
- 19.1.3 in the written opinion, given to the Trust, of a registered medical practitioner treating that person, has become physically or mentally incapable of acting as a Governor and may remain so for more than three months;
- 19.1.4 resigns as a Governor by giving one month's written notice to the Trust (but only if at least **five** Governors will remain in office when the notice of resignation is to take effect);
- 19.1.5 is requested in writing to resign by all the other Governors for the time being, having passed a resolution at a quorate and duly convened meeting of the Board of Governors; or
- 19.1.6 is absent without the permission of the Governors from all their meetings held within a period of one year and the Governors resolve that his or her office be vacated.

20 CHAIR

- 20.1 The Governors shall appoint a Governor to act as Chair and to chair their meetings, and may at any time revoke such appointment.
- 20.2 The Governors may appoint a Governor to act as Deputy Chair and may at any time revoke such appointment
- 20.3 The Chair and Deputy Chair, if any, shall be appointed by a simple majority of the Governors and shall be appointed or re-appointed every **three** years.
- 20.4 The Chair shall be eligible to serve for a maximum of **two** consecutive terms of **three** years. This may be extended at the discretion of, and subject to any conditions imposed by, the Governors.
- 20.5 The Chair and Deputy Chair shall have no functions or powers except those conferred by the Articles or delegated to them by the Governors.

21 PROCEEDINGS OF THE BOARD OF GOVERNORS

- 21.1 The Governors may regulate their proceedings as they think fit, subject to the provisions of the Articles, but they shall hold at least **three** Governors' meetings a year.
- 21.2 Any Governor may call a meeting of the Governors.
- 21.3 The Secretary must call a meeting of the Governors if requested to do so by a Governor.
- 21.4 A Governors' meeting must be called by at least **twelve** Clear Days' notice unless either:
- 22.4.1 all the Governors agree; or
- 22.4.2 urgent circumstances require shorter notice.
- 21.5 Notice of Governors' meetings must be given to each Governor but may be sent by electronic form to an electronic address provided by the Governor for that purpose;
- 21.6 Every notice calling a Governors' meeting must specify:
- 21.6.1 the place, day and time of the meeting; and
- 21.6.2 if it is anticipated that Governors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- 21.7 Questions arising at a meeting shall be decided by a majority of votes.
- 21.8 In the case of an equality of votes, the Chair shall have a second or casting vote.
- 21.9 A meeting may be held by suitable electronic means agreed by the Board of Governors in which each participant may communicate with all the other participants.
- 21.10 No decision may be made by a meeting of the Board of Governors unless a quorum is present at the time the decision is purported to be made. 'Present' includes being present by suitable electronic means agreed by the Board of Governors in which a participant or participants may communicate with all the other participants.
- 21.11 The quorum shall be **five** Governors or such larger number as may be decided from time to time by the Governors.
- 21.12 A Governor shall not be counted in the quorum present when any decision is made about a matter upon which that Governor is not entitled to vote.

- 21.13 If the number of Governors is less than the number fixed as the quorum, the continuing Governors or Governor may act only for the purpose of filling vacancies or of calling a general meeting.
- 21.14 If the number of Governors is less than the minimum number, the Governors must proceed to appoint additional Governors as soon as possible.
- 21.15 If the Chair is not present within ten minutes after the time appointed for the meeting, or is conflicted or is unwilling to preside and has not otherwise appointed a chair for the meeting, the Deputy Chair, if any, shall chair the meeting. If the Deputy Chair is not present within ten minutes after the time appointed for the meeting, or is conflicted, or is unwilling to preside, the Governors may appoint one of their number to chair that meeting.
- 21.16 A resolution in writing or in electronic form agreed by a simple majority of all the Governors entitled to receive notice (and notified in accordance with Article 30) of a meeting of the Board of Governors or of a committee of Governors and to vote upon the resolution, shall be as valid and effectual as if it had been passed at a meeting of the Board of Governors duly convened and held.
- 21.17 The resolution in writing may comprise several documents containing the text of the resolution in like form to each of which one or more Governors has signified their agreement.

22 DELEGATION

- 22.1 The Board of Governors may delegate any of its powers or functions to a committee including three or more Governors. The terms of any delegation must be recorded in the minute book.
- 22.2 The sub-Committees may include, but shall not be limited to, the following:
- 22.2.1 Education Committee
 - 22.2.2 Finance and General Purposes Committee
 - 22.2.3 Governance Committee
- 22.3 The Governors may impose conditions when delegating, including the conditions that:
- 22.3.1 the relevant powers are to be exercised exclusively by the committee to whom they delegate;

22.3.2 no expenditure may be incurred on behalf of the Trust except in accordance with a budget previously agreed with the Governors.

22.4 The Governors may revoke or alter a delegation at any time.

22.5 All acts and proceedings of any committee must be fully reported to the next meeting of the Governors, or earlier if appropriate.

22.6 The quorum for any sub-committee shall be three.

23 VALIDITY OF GOVERNORS' DECISIONS

23.1 Subject to Article 23.2, all acts done by a meeting of the Governors, or of a committee of Governors, shall be valid notwithstanding the participation in any vote of a Governor who was disqualified from holding office, who had previously retired or who had been obliged by these Articles to vacate office or who was not entitled to vote on the matter, whether by reason of a conflict of interests or otherwise, or it being afterwards discovered that there was some defect in the appointment of that Governor, if without the vote of that Governor, and that Governor being counted in the quorum, the decision has been made by a majority of the Governors at a quorate meeting.

23.2 Article 23.1 does not permit a Governor to keep any benefit that may be conferred upon him or her by a resolution of the Governors or of a committee of Governors if, but for Article 23.1, the resolution would have been void, or if the Governor has not complied with Article 9.

24 SEAL

24.1 If the Trust has a seal, it must only be used by the authority of the Governors or of a committee of Governors authorised by the Governors. The Governors may determine who shall sign any instrument to which the seal is affixed and, unless otherwise so determined, it shall be signed by a Governor and by the Secretary or by a second Governor.

25 MINUTES

25.1 The Governors must keep minutes of all:

25.1.1 proceedings at general meetings of the Trust;

25.1.2 proceedings at meetings of the Board of Governors and committees of Governors; and

25.1.3 appointments of officers made by the Governors or by the Members.

25.2 Meeting minutes should include:

25.2.1 the names of the Governors present at the meeting;

25.2.2 the decisions made at the meetings; and

25.2.3 where appropriate, the reasons for the decisions.

26 ACCOUNTS

26.1 The Governors must prepare for each financial year accounts as required by the Companies Acts. The accounts must be prepared to show a true and fair view and follow accounting standards issued or adopted by the Accounting Standards Board or its successors and adhere to the recommendations of applicable Statements of Recommended Practice.

26.2 The Governors must keep accounting records as required by the Companies Acts and submit such annual returns and accounts as are required by company law.

27 ANNUAL REPORT AND RETURN AND REGISTER OF CHARITIES

27.1 The Governors must comply with the requirements of the Charities Act with regard to the:

27.1.1 transmission of the statements of account to the Commission;

27.1.2 preparation of an Annual Report and its transmission to the Commission;

27.1.3 preparation of an Annual Return and its transmission to the Commission.

27.2 The Governors must notify the Commission promptly of any changes to the Trust's entry on the Central Register of Charities.

28 SECRETARY

28.1 The Secretary of the Trust shall be appointed by the Board of Governors, for such term, at such remuneration and upon such conditions as may be thought fit and any Secretary so appointed may be removed by them. The Governors may from time to time by resolution appoint an assistant or deputy Secretary, and any person so appointed may act in place of the Secretary provided that there be no Secretary or no Secretary capable of acting, but so that no purchaser or person bona fide dealing with the Trust shall be concerned with this proviso.

29 MEANS OF COMMUNICATION TO BE USED

- 29.1 Subject to the Articles, anything sent or supplied by or to the Trust under the Articles may be sent or supplied in any way in which the Companies Acts 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Trust.
- 29.2 Subject to the Articles, any notice or document to be sent or supplied to a Governor in connection with the taking of decisions by Governors may also be sent or supplied by the means by which that Governor has asked to be sent or supplied with such notices or documents for the time being.
- 29.3 Any notice to be given to or by any person pursuant to the Articles:
- 29.3.1 must be in writing; or
- 29.3.2 must be given in electronic form.
- 29.4 The Trust may give any notice to a Governor or member either:
- 29.4.1 personally; or
- 29.4.2 by sending it by post in a prepaid envelope addressed to the Governor or member at his or her address; or
- 29.4.3 by leaving it at the address of the Governor or member; or
- 29.4.4 by giving it in electronic form to the electronic address provided by the Governor or member.
- 29.5 A Governor or member who does not register an address with the Trust or who registers only a postal address that is not within the United Kingdom, shall not be entitled to receive any notice from the Trust.
- 29.6 A Governor or member present in person at any meeting of the Trust shall be deemed to have received notice of the meeting and of the purposes for which it was called.
- 29.7 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given.
- 29.8 Proof that an electronic form of notice was given shall be conclusive where the Trust can demonstrate that it was properly addressed and sent, in accordance with section 1147 of the Companies Act 2006.

29.9 In accordance with section 1147 of the Companies Act 2006, notice shall be deemed to be given:

29.9.1 48 hours after the envelope containing it was posted; or

29.9.2 in the case of an electronic form of communication, 48 hours after it was sent.

30 RULES

30.1 The Governors may from time to time make such reasonable and proper rules or bye laws as they may deem necessary or expedient for the proper conduct and management of the Trust.

30.2 The bye laws may regulate the following matters but are not restricted to them:

30.2.1 the conduct of the Trust;

30.2.2 the admissions criteria for prospective pupils;

30.2.3 the Trust's terms, vacations and fees;

30.2.4 the conduct of members of the Trust in relation to one another, and to the Trust's employees and volunteers;

30.2.5 the qualifications of teaching and non-teaching staff;

30.2.6 the setting aside of the whole or any part or parts of the Trust's premises at any particular time or times or for any particular purpose or purposes;

30.2.7 the procedure at general meetings and meetings of the Board of Governors, or committee thereof, in so far as such procedure is not regulated by the Companies Acts or by these Articles;

30.2.8 generally, all such matters as are commonly the subject matter of company rules.

30.3 The Governors have the power to alter, add to or repeal the rules or bye laws.

30.4 The rules and bye laws shall be binding on all members. No rule or bye law shall be inconsistent with, or shall affect or repeal anything contained in, the Articles.

31 DISPUTES

- 31.1 If a dispute arises between members of the Trust about the validity or propriety of anything done by the members of the Trust under these Articles, and the dispute cannot be resolved by agreement, the parties to the dispute must first try in good faith to settle the dispute by mediation before resorting to litigation.

32 DISSOLUTION

- 32.1 If, upon the winding up or dissolution of the Trust, 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 Trust, but shall be given or transferred to some other charitable institution or institutions having objects similar to the Objects of the Trust, 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 Trust under or by virtue of Article 7 hereof, such institution or institutions to be determined by the members of the Trust at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then to some charitable objects being also an educational object.

33 EDUCATION

Any school acquired or established by the Trust shall provide an education in accordance with Christian teaching, values and ethos, underpinned by the Apostles' Creed and the authority of the Bible, whilst welcoming pupils of all faiths and none.