

Company number: 5774260

CERTIFIED

To be a true copy of the original

Bates Wells & Braithwaite

Bates Wells & Braithwaite London LLP

Registered OC325522

Dated 19 04.11

Written Special Resolutions

of

SOUTHERN EDUCATIONAL LEADERSHIP TRUST

("the Company")

The members of the Company propose that the following resolutions are passed as special resolutions. This document (containing the written resolutions) may be signed in counterparts and each signed counterpart is taken to be an original of this document.

Written Special Resolutions


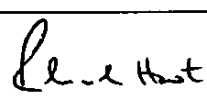
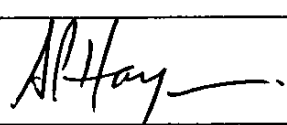

THAT:

1. The Company's Articles of Association be amended by the adoption of the Articles of Association attached to this resolution in substitution for, and to the exclusion of, the Company's existing Articles of Association
2. That the existing Memorandum of Association of the Company be amended and restated such that it conforms with the draft Memorandum of Association attached to this resolution.

AGREEMENT

The undersigned, a person entitled to vote on the Special Resolutions, hereby irrevocably agrees to both the above Special Resolutions:

Name	Signature	Date
Dr Hazel BRYAN		
Rose COLLINSON	<i>Rose Collinson</i>	2-3-11
Michele FROST		
Cynthia JONES	<i>Cynthia Jones</i>	2-3-11

Name	Signature	Date
Reverend Nigel GENDERS		
William GODDARD		2-3-11
Richard HART		2-3-11
Dr Anthony HAYES		2-3-11
Shalini NORMAN		
Christopher PHILPOTT		
Prof John WEST-BURNHAM		2-3-11
Alison YOUNG		

NOTES

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2. If you do not agree with the Special Resolution, you do not need to do anything: you will not be deemed to agree if you fail to reply.
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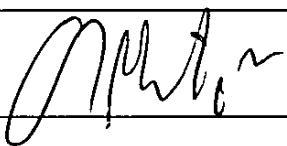
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William GODDARD		
Richard HART		
Dr Anthony HAYES		
Shalini NORMAN		
Christopher PHILPOTT		25/3/14
Prof John WEST-BURNHAM		
Alison YOUD		

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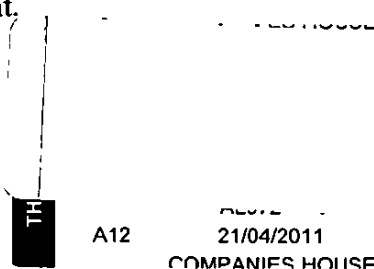
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Dr Hazel BRYAN	<i>H Bryan</i>	8.3.11
Rose COLLINSON		
Michele FROST		
Cynthia JONES		

Name	Signature	Date
Reverend Nigel GENDERS		
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Michele FROST	<i>M. Frost</i>	7.3.11
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A12

21/04/2011

COMPANIES HOUSE

89

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The Companies Acts 1985 and 2006

Company Limited by Guarantee and not Having a Share Capital

Registered Charity No. 1117330 Company Limited by Guarantee No. 5774260

Memorandum of Association

of

SOUTHERN EDUCATIONAL LEADERSHIP TRUST



A12

COMPANIES HOUSE

21/04/2011
COMPANIES HOUSE

93

Bates, Wells & Braithwaite London LLP
2-6 Cannon St
London EC4M 6YH
Tel: 020 7551 7777
JB/EC/204373/0008

We the subscribers to this Memorandum, wish to be formed into a company in accordance with this Memorandum

Signatures, Names and Addresses of Subscribers

Guarantee

1. JOHN WEST-BURNHAM £1

3 The Walled Garden
Harmston, Lincoln LN5 9WG
7 April 2006

WITNESS: I J Pearce
24 Fitzjohn Avenue
London
SW14 8SZ

Consultant

2. ROSE G COLLINSON £1

Mary's Cottage
High Street
Limpsfield
Surrey
RH8 0DT

1 March 2006

WITNESS: I J Pearce
24 Fitzjohn Avenue
London
SW14 8SZ

Consultant

3. WILLIAM DAVID GODDARD £1
2 Hazel Grove
Bexhill on Sea
East Sussex
TN39 5JW

1 March 2006

WITNESS: I.J. Pearce
24 Fitzjohn Avenue
London
SW14 8SZ

Consultant

4 PATRICIA MARGARET BOYD £1

13 Arthroe Road
Hale
Altringham
Cheshire
WA15 QNM

WITNESS I.J. Pearce
24 Fitzjohn Avenue
London
SW14 8SZ

Consultant

The Companies Acts 1985 to 2006

Company Limited by Guarantee and not having a Share Capital

Registered Charity No. 1117330 Company Limited by Guarantee No. 5774260

**Articles of Association
of
SOUTHERN EDUCATIONAL LEADERSHIP TRUST**

**Bates Wells & Braithwaite London LLP
2-6 Cannon Street
London EC4M 6YH
(Telephone: 020 7551 7777)
www.bwbllp.com
JB/EC/204373/0008/000818544**

The Companies Acts 1985 to 2006

Company Limited by Guarantee and not having a Share Capital

Articles of Association of Southern Educational Leadership Trust

INTERPRETATION

1 Defined terms

The interpretation of these Articles is governed by the provisions set out in Schedule 1 at the end of the Articles.

OBJECTS AND POWERS

2. Objects

The objects of the Charity are the advancement of education, in particular (without prejudice to the generality) by promoting, improving and developing educational leadership in schools, local education authorities and other organisations supporting or providing education regionally, nationally and internationally.

3. Powers

To further its objects the Charity may

- 3 1 carry out education and training,
- 3.2 provide and assist in the provision of money, materials or other help,
- 3.3 organise and assist in the provision of conferences, courses of instruction, exhibitions, lectures and other educational activities,
- 3 4 plan, develop, undertake and otherwise promote any projects and programmes,
- 3 5 collaborate, form partnerships with and exchange information, ideas and good practice with organisations in the public, private and voluntary sectors,
- 3.6 publish and distribute books, pamphlets, reports, leaflets, journals, films, tapes and instructional matter on any medium,
- 3.7 promote, encourage, carry out or commission research, surveys, studies or other work, making the useful results available,
- 3.8 provide or procure the provision of counselling and guidance,
- 3.9 provide or procure the provision of advice,

- 3 10 alone or with other organisations seek to influence public opinion and make representations to and seek to influence governmental and other bodies and institutions regarding the reform, development and implementation of appropriate policies, legislation and regulations provided that all such activities shall be confined to those which an English and Welsh charity may properly undertake,
- 3 11 enter into contracts to provide services to or on behalf of other bodies;
- 3 12 acquire or rent any property of any kind and any rights or privileges in and over property and construct, maintain, alter and equip any buildings or facilities;
- 3 13 dispose of or deal with all or any of its property with or without payment and subject to such conditions as the Trustees think fit (in exercising this power the Charity must comply as appropriate with the Charities Act 1993),
- 3 14 borrow or raise and secure the payment of money for any purpose including for the purposes of investment or of raising funds, including charging property as security for the repayment of money borrowed or as security for a grant or the discharge of an obligation (the Charity must comply as appropriate with the Charities Act 1993 if it wishes to mortgage land),
- 3.15 set aside funds for special purposes or as reserves against future expenditure,
- 3 16 invest the Charity's money not immediately required for its objects in or upon any investments, securities, or property,
- 3 17 arrange for investments or other property of the Charity to be held in the name of a nominee or nominees (being a corporate body registered or having an established place of business in England and Wales) under the control of the Trustees or of a Financial Expert or Experts acting under their instructions and pay any reasonable fee required,
- 3.18 lend money and give credit to, take security for such loans or credit and guarantee or give security for the performance of contracts by any person or company,
- 3.19 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- 3.20 accept (or disclaim) gifts of money and any other property,
- 3.21 raise funds by way of subscription, donation or otherwise,
- 3 22 trade in the course of carrying out the objects of the Charity and carry on any other trade which is not expected to give rise to taxable profits;
- 3.23 incorporate and acquire subsidiary companies to carry on any trade,

- 3 24 subject to Article 4 (limitation on private benefits)
- 3.24.1 engage and pay employees, consultants and professional or other advisers; and
- 3 24 2 make reasonable provision for the payment of pensions and other retirement benefits to or on behalf of employees and their spouses and dependants;
- 3 25 establish and support or aid in the establishment and support of any other organisations and subscribe, lend or guarantee money or property for charitable purposes,
- 3 26 become a member, associate or affiliate of or act as trustee or appoint trustees of any other organisation (including without limitation any charitable trust of permanent endowment property held for any of the charitable purposes included in the Charity's objects),
- 3 27 undertake and execute charitable trusts,
- 3 28 amalgamate or merge with or acquire or undertake all or any of the property, liabilities and engagements of any body,
- 3 29 insure the property of the Charity against any foreseeable risk and take out other insurance policies as are considered necessary by the Trustees to protect the Charity;
- 3.30 provide indemnity insurance to cover the liability of the Trustees 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 Charity Provided that any such insurance shall not extend to any claim arising from any act or omission which the Trustees knew to be a breach of trust or breach of duty or which was committed by the Trustees in reckless disregard to whether it was a breach of trust or breach of duty or not provided also that any such insurance shall not extend to the costs of any unsuccessful defence to a criminal prosecution brought against the Trustees in their capacity as directors of the company, and
- 3.31 do all such other lawful things as may further the Charity's objects

LIMITATION ON PRIVATE BENEFITS

4. The income and property of the Charity shall be applied solely towards the promotion of its objects and (except as provided below) no part may be paid or transferred directly or indirectly by way of benefit to the members of the Charity and no Trustee may receive any remuneration or other benefit in money or money's worth from the Charity. This shall not prevent any payment in good faith by the Charity of:

- 4 1 any payments made to any beneficiary of the Charity (including a member),
- 4.2 reasonable and proper remuneration to any person (not being a Trustee) for any services rendered to the Charity,
- 4.3 interest on money lent by any person at a reasonable and proper rate,
- 4 4 any reasonable and proper rent for premises let by any person;
- 4.5 fees, remuneration or other benefits in money or money's worth to a company of which a Trustee or a member of his or her immediate family holds less than one per cent of the capital,
- 4.6 reasonable and proper out-of-pocket expenses of Trustees;
- 4 7 reasonable and proper premiums in respect of indemnity insurance effected in accordance with Article 3 30;
- 4 8 reasonable remuneration to any Trustee who possesses special skills or knowledge and any firm or company of which such Trustee is a member, partner or employee for work carried out for the Charity on the instructions of the Trustees including payments in respect of loss of earnings but
 - 4 8 1 only if the procedure described in Article 27 of the Articles is followed in selecting the Trustee; and
 - 4 8 2 provided that this provision and Article 4.9 may not apply to more than half the Trustees in any financial year.
- 4.9 A reasonable payment of £5000 per year for three years to the first Independent Chair of the Charity appointed on, or immediately following, incorporation. Such payment shall be subject to review and renewal at an appropriate and reasonable level in the light of prevailing circumstances after three years in the event that the first Independent Chair is reappointed for a second three year term.

LIMITATION OF LIABILITY AND INDEMNITY

5 Liability of members

The liability of each member is limited to £1, being the amount that each member undertakes to contribute to the assets of the Charity 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:

- 5 1 payment of the Charity's debts and liabilities contracted before he or she ceases to be a member,
- 5.2 payment of the costs, charges and expenses of winding up, and

5 3 adjustment of the rights of the contributories among themselves

6. **Indemnity**

Subject to the provisions of the Companies Acts but without prejudice to any indemnity to which a Trustee may otherwise be entitled, every Trustee or other officer of the Charity shall be indemnified out of the assets of the Charity:

6 1 against all costs charges expenses or liabilities incurred by him or her

- (a) in defending any civil or criminal proceedings in which judgment is given in his or her favour or in which he or she is acquitted, and
- (b) in connection with any application in which relief from liability is granted to him or her by the court

where such proceedings or application arise as a result of any actual or alleged negligence, default, breach of duty or breach of trust in relation to the Charity, and

6 2 against all costs, charges, losses, expenses or liabilities incurred by him or her in the proper execution and discharge of his or her duties or in relation to the Charity.

TRUSTEES

TRUSTEES' POWERS AND RESPONSIBILITIES

7 The Board shall comprise

7 1 an Independent Chair appointed by the Trustees for a term of three years which may be renewed for one further term of three years;

7 2 up to fourteen Nominated Trustees appointed by the Trustees in accordance with Article 8, comprising.

7.2.1 Two senior local authority officers;

7.2 2 One business representative,

7.2.3 One representative of a diocesan educational authority;

7 2.4 Up to five Head teachers or leading education practitioners,

7 2 5 Up to five representatives of higher education institutions; and

7 3 up to two Co-opted Trustees appointed by the Trustees in accordance with Article 9

8. Nominated Trustees

- 8 1 Nominations for appropriately qualified and experienced Nominated Trustees shall be sought by the Trustees through consultation with appropriate local and national organisations
- 8 2 The Nominated Trustees shall be appointed (subject to Article 12.10) by the Trustees to serve for a maximum of two consecutive three year renewable terms.
- 8 3 If the Trustees, before the date of retirement of a Nominated Trustee, do not resolve to fill the vacancy, the retiring Nominated Trustee shall, if willing to act, be deemed to have been reappointed unless the Trustee has at the date of retirement served for a continuous period of six years or the Trustees resolve not to fill the vacancy or a resolution for the reappointment of the Trustee is put to a meeting of the Trustees and lost

9 Co-opted Trustees

- 9 1 Co-opted Trustees may be appointed at any time by the Board of Trustees to serve for the period to August 31 following their appointment. Any Co-opted Trustee may be re-coopted by the Trustees or appointed as a Nominated Trustee to fill a vacancy
- 9 2 When making the co-options the Trustees shall have regard to the particular composition of the Board of Trustees with a view to maintaining a balance of experience, skills and representation among the Board of Trustees Co-opted Trustees shall not be Associated Persons
- 9.3 Subject to Article 12.10, if the Trustees, at their last meeting prior to August 31 in any year, do not fill a vacancy left by a retiring Co-opted Trustee the retiring Co-opted Trustee shall, if willing to act, be deemed to have been re-coopted from the date of their retirement unless at the meeting it is resolved not to fill the vacancy or a resolution for the re-cooption of the Trustee is put to the meeting and lost.

10 Appointment and Rotation of Trustees

- 10 1 The notice of any meeting at which a person is proposed to be appointed a Trustee shall give the particulars of that person as the Trustees shall require to assist them in considering the appointment
- 10 2 Every person who is appointed a Trustee shall be deemed to have consented to be a member
- 10.3 A Trustee (including the Independent Chair appointed under Article 7 1) who has served the maximum continuous term of six years shall remain out of office for at least one year

11 Criteria for appointment of Trustees

No person may be appointed as a Trustee:

- 11 1 unless he or she has attained the age of 18 years, or
- 11 2 in circumstances such that, had he or she already been a Trustee, he or she would have been disqualified from acting under the provisions of these Articles.

12 Disqualification and removal of Trustees

The office of a Trustee shall be vacated if:-

- 12.1 he or she ceases to be a director by virtue of any provision of the Companies Acts or he or she becomes prohibited by law from being a director,
- 12 2 he or she is disqualified under the Charities Act 1993 from acting as a Trustee of the Charity;
- 12 3 a bankruptcy order is made against him or her, or an order is made against him or her in individual insolvency proceedings in a jurisdiction other than England and Wales which have an effect similar to that of bankruptcy,
- 12.4 a composition is made with his or her creditors generally in satisfaction of his or her debts,
- 12.5 the Trustees reasonably believe he or she has become physically or mentally incapable of managing his or her own affairs and they resolve that he or she be removed from office;
- 12 6 he or she resigns by notice to the Charity (but only if at least three Nominated Trustees will remain in office when the notice of resignation is to take effect);
- 12.7 he or she fails to attend three consecutive meetings of the Trustees and the Trustees resolve that he or she be removed for this reason;
- 12 8 in the case of a Nominated Trustee the Trustee ceases to hold an office by which he or she qualified for nomination and appointment under Article 7 2 and the Trustees resolve that the office of the Nominated Trustee concerned shall be vacated;
- 12.9 at a meeting of the Trustees at which at least half of the Trustees are present, a resolution is passed that he or she be removed from office. Such a resolution shall not be passed unless the Trustee has been given at least fourteen clear days' notice in writing that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office and has been afforded a reasonable opportunity of being heard by or of making written representations to the Trustees,

12.10 subject to Article 10 3 the Trustee has completed six continuous years in office, and/or

12.11 he or she ceases to be a member of the Charity.

13 Powers of Trustees

13 1 Subject to the provisions of the Companies Acts and the Articles, the business of the Charity shall be managed by the Trustees who may exercise all the powers of the Charity.

13.2 When applying surplus unrestricted funds which they have not designated for another purpose, the Trustees will, subject to prudent financial management, apply approximately 80% of such surplus funds for the work of or for work requested by Partnership Organisations which is within the objects of the Charity provided that such application of funds is, in the reasonable opinion of the Trustees, in the best interests of the Charity

13 3 No alteration of the Memorandum or Articles shall invalidate any prior act of the Trustees which would have been valid if that alteration had not been made

13.4 The continuing Trustees or a sole continuing Trustee may act despite any vacancies in their number but while there are fewer Trustees than required for a quorum the Trustees may only act for the purpose of increasing the number of Trustees.

13 5 All acts done by a person acting as a Trustee shall, even if afterwards discovered that there was a defect in his or her appointment or that he or she was disqualified from holding office or had vacated office be as valid as if such person had been duly appointed and was qualified and had continued to be a Trustee

13 6 Subject to the provisions of the Articles the Trustees may regulate their proceedings as they think fit.

14 Trustees may delegate

14.1 Subject to the Articles, the Trustees may delegate any of their powers or functions to any committee

14 2 Subject to the Articles, the Trustees may delegate the implementation of their decisions or day to day management of the affairs of the Charity to any person or committee

14 3 Any delegation by the Trustees may be

14 3 1 by such means,

14.3 2 to such an extent,

14.3.3 in relation to such matters or territories, and

14.3.4 on such terms and conditions;

as they think fit

14 4 The Trustees may authorise further delegation of the relevant powers, functions, implementation of decisions or day to day management by any person or committee to whom they are delegated

14 5 The Trustees may revoke any delegation in whole or part, or alter its terms and conditions.

14 6 The Trustees may by power of attorney or otherwise appoint any person to be the agent of the Charity for such purposes and on such conditions as they determine

15. Committees

15 1 In the case of delegation to committees:

15.1.1 the resolution making the delegation must specify those who shall serve or be asked to serve on the committee (although the resolution may allow the committee to make co-options up to a specified number);

15 1 2 the composition of any committee shall be entirely in the discretion of the Trustees and may include such of their number (if any) as the resolution may specify,

15 1 3 the deliberations of any committee must be reported regularly to the Trustees and any resolution passed or decision taken by any committee must be reported promptly to the Trustees and every committee must appoint a secretary for that purpose;

15.1 4 the Trustees may make such regulations and impose such terms and conditions and give such mandates to any committee as they may from time to time think fit, and

15.1.5 no committee shall knowingly incur expenditure or liability on behalf of the Charity except where authorised by the Trustees or in accordance with a budget which has been approved by the Trustees

15 2 The meetings and proceedings of any committee shall be governed by the Articles regulating the meetings and proceedings of the Trustees so far as they apply and are not superseded by any regulations made by the Trustees

16 Delegation of day to day management powers

In the case of delegation of the day to day management of the Charity to a chief executive or other manager or managers:

- 16 1 the delegated power shall be to manage the Charity by implementing the policy and strategy adopted by and within a budget approved by the Trustees and (if applicable) to advise the Trustees in relation to such policy, strategy and budget,
- 16 2 the Trustees shall provide any manager with a description of his or her role and the extent of his or her authority, and
- 16.3 any manager must report regularly to the Trustees on the activities undertaken in managing the Charity and provide them regularly with management accounts which are sufficient to explain the financial position of the Charity

17 Delegation of investment management

The Trustees may delegate the management of investments to a Financial Expert or Experts provided that:

- 17 1 the investment policy is set down in Writing for the Financial Expert or Experts by the Trustees,
- 17 2 timely reports of all transactions are provided to the Trustees,
- 17.3 the performance of the investments is reviewed regularly with the Trustees;
- 17.4 the Trustees are entitled to cancel the delegation arrangement at any time;
- 17 5 the investment policy and the delegation arrangements are reviewed regularly;
- 17.6 all payments due to the Financial Expert or Experts are on a scale or at a level which is agreed in advance, and
- 17 7 the Financial Expert or Experts must not do anything outside the powers of the Trustees.

18. Strategic Partnership Board

The Strategic Partnership Board shall be established by the Trustees to review policies and programmes of the Charity and to advise and make formal representations to the Trustees on the development of the Charity's work.

- 18.1 For the avoidance of doubt members of the SPB shall not be Trustees or members of the Charity for the purpose of the Companies Acts
- 18 2 Trustees may attend and speak at SPB meetings but may not vote on formal recommendations to be made by the SPB to the Trustees

- 18.3 The members of the SPB shall be organisations which support the work of the Charity including, for example, local educational authorities and higher education institutes, and are approved by the Trustees (**“Partnership Organisations”**) The Board shall maintain a register of all the Partnership Organisations it accepts as members of the SPB and for each such Partnership Organisation shall note on the register the name and address of its authorised representative Each Partnership Organisation shall notify the Secretary of any change in its registered details The Board of Trustees shall have the power to refuse to approve admission of any organisation applying to be a Partnership Organisation and/or to remove any Partnership Organisation from the SPB whenever necessary in the best interests of the Charity
- 18.4 The Trustees will convene an annual meeting of the SPB with the Board of Trustees: “the SPB Annual Meeting”. Twenty-one clear days’ notice of the SPB Annual Meeting setting out a summary of the matters to be discussed at the meeting shall be given by the Secretary to the authorised representatives of all the Partnership Organisations noted on the SPB Register The Board of Trustees will present a report on the Charity’s activities in the previous year to the SPB Annual Meeting and set the agenda of the meeting The Independent Chair of the Board of Trustees will chair the SPB Annual Meeting or in his or her absence the Board will choose another Trustee present and willing to chair the meeting
- 18.5 The SPB may, in accordance with any administrative regulations laid down by the Trustees, arrange its own programme of meetings in each calendar year in addition to the SPB Annual Meeting and may submit written representations to the Trustees at any time
- 18.6 The Trustees may invite individual members of the SPB to sit on policy committees established by the Trustees from time to time. The provisions of Article 15 will apply to the operation of such policy committees
- 18.7 The Board will draw up criteria and procedures for the acceptance of partnership organisations on to the SPB register and procedures for the SPB Annual Meeting.
- 18.8 The Trustees will consider and respond formally to any recommendations made officially to it by the SPB within 90 days
- 19 **Power to change name of Charity**
- 19.1 The Trustees may change the name of the Charity at any time by majority decision of the Trustees at a meeting

DECISION-MAKING BY TRUSTEES

20. Trustees to take decisions collectively

Subject to Article 19 any decision of the Trustees must be either

20 1 by decision of a majority of the Trustees present and voting at a quorate Trustees' meeting, or

20.2 a unanimous decision taken in accordance with Article 26.

21. Calling a Trustees' meeting

21.1 Two Trustees may (and the Secretary, if any, must at the request of two Trustees) call a Trustees' meeting

21.2 A Trustees' meeting must be called by at least seven Clear Days' notice unless either.

21.2.1 all the Trustees agree, or

21 2 2 urgent circumstances require shorter notice.

21.3 Notice of Trustees' meetings must be given to each Trustee

21.4 Every notice calling a Trustees' meeting must specify

21 4 1 the place, day and time of the meeting,

21 4.2 the general nature of the business to be considered at such meeting; and

21.4.3 if it is anticipated that Trustees 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 5 Notice of Trustees' meetings need not be in Writing

21 6 Article 36 shall apply, and notice of Trustees' meetings may be sent by Electronic Means to an Address provided by the Trustee for the purpose.

22. Participation in Trustees' meetings

22 1 Subject to the Articles, Trustees participate in a Trustees' meeting, or part of a Trustees' meeting, when:

22 1 1 the meeting has been called and takes place in accordance with the Articles; and

22 1 2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

22 2 In determining whether Trustees are participating in a Trustees' meeting, it is irrelevant where any Trustee is or how they communicate with each other

- 22 3 If all the Trustees participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is

23 Quorum for Trustees' meetings

No business shall be transacted at any meeting unless a quorum is present Three Nominated Trustees present and entitled to vote shall be a quorum If such a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and places the Trustees may determine and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting those present and entitled to vote shall be a quorum.

24 Chairing of meetings

The Independent Chair appointed under Article 7 1, or in his or her absence another Trustee nominated by the Trustees, shall preside as chair of each company, Trustee and SPB meeting.

25 Casting vote

- 25 1 If the numbers of votes for and against a proposal at a Trustees' meeting are equal, the chair of the meeting has a casting vote in addition to any other vote he or she may have.

- 25.2 Article 25 1 does not apply if, in accordance with the Articles, the chair of the meeting is not to be counted as participating in the decision-making process for quorum or voting purposes.

26 Unanimous decisions without a meeting

- 26 1 A decision is taken in accordance with this Article when all of the Trustees indicate to each other by any means (including without limitation by Electronic Means) that they share a common view on a matter The Trustees cannot rely on this Article to make a decision if one or more of the Trustees has a conflict of interest or duty which, under Article 27, results in them not being entitled to vote.

- 26 2 Such a decision may, but need not, take the form of a resolution in Writing, copies of which have been signed by each Trustee or to which each Trustee has otherwise indicated agreement in Writing

- 26 3 A decision which is made in accordance with this Article 26 shall be as valid and effectual as if it had been passed at a meeting duly convened and held, provided the following conditions are complied with

- 26.3 1 approval from each Trustee must be received by one person being either such person as all the Trustees have nominated in advance for

that purpose or such other person as volunteers if necessary (“the Recipient”), which person may, for the avoidance of doubt, be one of the Trustees,

26.3.2 following receipt of responses from all of the Trustees, the Recipient must communicate to all of the Trustees (by any means) whether the resolution has been formally approved by the Trustees in accordance with this Article 26.3;

26.3.3 the date of the decision shall be the date of the communication from the Recipient confirming formal approval, and

26.3.4 the Recipient must prepare a minute of the decision in accordance with Article 40 (minutes)

27 Conflicts of interest

Declaration of interests

27.1 Unless Article 27.2 applies, a Trustee must declare the nature and extent of

27.1.1 any direct or indirect interest which he or she has in a proposed transaction or arrangement with the Charity, and

27.1.2 any duty or any direct or indirect interest which he or she has which conflicts or may conflict with the interests of the Charity or his or her duties to the Charity

27.2 There is no need to declare any interest or duty of which the other Trustees are, or ought reasonably to be, already aware

Participation in decision-making

27.3 If a Trustee’s interest or duty cannot reasonably be regarded as likely to give rise to a conflict of interest or a conflict of duties with or in respect of the Charity, he or she is entitled to participate in the decision-making process, to be counted in the quorum and to vote in relation to the matter. Any uncertainty about whether a Trustee’s interest or duty is likely to give rise to a conflict shall be determined by a majority decision of the other Trustees taking part in the decision-making process.

27.4 If a Trustee’s interest or duty gives rise (or could reasonably be regarded as likely to give rise) to a conflict of interest or a conflict of duties with or in respect of the Charity, he or she may participate in the decision-making process and may be counted in the quorum and vote unless:

27.4.1 the decision could result in the Trustee or any person who is Connected with him or her receiving a benefit other than

- (a) any benefit received in his, her or its capacity as a beneficiary of the Charity (as permitted under Article 4 1 and which is available generally to the beneficiaries of the Charity),
- (b) the payment of premiums in respect of indemnity insurance effected in accordance with Article 3 30,
- (c) payment under the indemnity set out at Article 6, and
- (d) reimbursement of expenses in accordance with Article 4 6; or

27.4 2 a majority of the other Trustees participating in the decision-making process decide to the contrary;

in which case he or she must comply with Article 27 5

27.5 If a Trustee with a conflict of interest or conflict of duties is required to comply with this Article 27 5, he or she must:

27 5 1 take part in the decision-making process only to such extent as in the view of the other Trustees is necessary to inform the debate,

27 5 2 not be counted in the quorum for that part of the process , and

27.5.3 withdraw during the vote and have no vote on the matter.

Continuing duties to the Charity

27 6 Where a Trustee has a conflict of interest or conflict of duties and the Trustee has complied with his or her obligations under these Articles in respect of that conflict:

27.6 1 the Trustee shall not be in breach of his or her duties to the Charity by withholding confidential information from the Charity if to disclose it would result in a breach of any other duty or obligation of confidence owed by him or her, and

27.6.2 the Trustee shall not be accountable to the Charity for any benefit expressly permitted under these Articles which he or she or any person Connected with him or her derives from any matter or from any office, employment or position.

28. Register of Trustees' interests

The Trustees must cause a register of Trustees' interests to be kept.

29. Validity of Trustee actions

All acts done by a person acting as a Trustee shall, even if afterwards discovered that there was a defect in his or her appointment or that he or she

was disqualified from holding office or had vacated office, be as valid as if such person had been duly appointed and was qualified and had continued to be a Trustee.

30 Trustee's discretion to make further rules

Subject to the Articles, the Trustees may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to Trustees.

PATRONS

31. Patrons

The Trustees may appoint and remove any individual(s) as patron(s) of the Charity on such terms as they shall think fit. A patron (if not a member) shall have the right to be given notice of, to attend and speak (but not vote) at any general meeting of the Charity and shall also have the right to receive accounts of the Charity when available to members.

MEMBERS

BECOMING AND CEASING TO BE A MEMBER

32 Trustees as members

32.1 The Trustees from time to time shall be the only members of the Charity.

32.2 A Trustee shall become a member on becoming a Trustee.

33 Termination of membership

33.1 A member shall cease to be a member if he or she ceases to be a Trustee.

33.2 Membership is not transferable and shall cease on death.

DECISION-MAKING BY MEMBERS

34 Members' Meetings

34.1 The Trustees may call a general meeting of the members at any time.

34.2 Such meetings must be held in accordance with the provisions regarding such meetings in the Companies Acts.

WRITTEN RESOLUTIONS

35 Written resolutions

35.1 Subject to this Article 35 a written resolution agreed by:

35.1 1 members representing a simple majority; or

35.1 2 (in the case of a special resolution) members representing not less than 75%;

of the total voting rights of eligible members shall be effective.

35.2 On a written resolution each member shall have one vote

35 3 A written resolution is not a special resolution unless it stated that it was proposed as a special resolution

35 4 A members' resolution under the Companies Acts removing a Trustee or auditor before the expiry of his or her term of office may not be passed as a written resolution.

Circulation

35 5 A copy of the proposed written resolution must be sent to every eligible member together with a statement informing the member how to signify his or her agreement and the date by which the resolution must be passed if it is not to lapse.

35 6 In relation to a resolution proposed as a written resolution of the Charity the eligible members are the members who would have been entitled to vote on the resolution on the Circulation Date of the resolution.

35 7 The required majority of eligible members must signify their agreement to the written resolution within the period of 56 days beginning with the Circulation Date.

35.8 Communications in relation to written resolutions must be sent to the Charity's auditors in accordance with the Companies Acts.

Signifying agreement

35.9 A member signifies his or her agreement to a proposed written resolution when the Charity receives from him or her (or from someone acting on his or her behalf) an authenticated Document

35 9 1 identifying the resolution to which it relates; and

35.9 2 indicating the member's agreement to the resolution

35.10 For the purposes of Article 35 9

35.10 1 a Document sent or supplied in Hard Copy Form is sufficiently authenticated if it is signed by the person sending or supplying it, and

35 10 2 a Document sent or supplied in Electronic Form is sufficiently authenticated if

- (a) the identity of the sender is confirmed in a manner specified by the Charity, or
- (b) where no such manner has been specified by the Charity, if the communication contains or is accompanied by a statement of the identity of the sender and the Charity has no reason to doubt the truth of that statement

35 11 If the Charity gives an electronic Address in any Document containing or accompanying a written resolution, it will be deemed to have agreed that any Document or information relating to that resolution may be sent by Electronic Means to that Address (subject to any conditions or limitations specified in the Document).

ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS

36 Communications by the Charity

Methods of communication

36 1 Subject to the Articles and the Companies Acts, any Document or information (including any notice) sent or supplied by the Charity under the Articles or the Companies Acts may be sent or supplied in any way in which the Companies Act 2006 provides for Documents or information which are authorised or required by any provision of that Act to be sent or supplied by the Charity, including without limitation:

36.1.1 in Hard Copy Form,

36 1.2 in Electronic Form, or

36 1 3 by making it available on a website

36 2 A Document or information may only be sent or supplied in Electronic Form or by making it available on a website if the recipient has agreed that it may be sent or supplied in that form or manner or is deemed to have so agreed under the Companies Acts (and has not revoked that agreement)

36 3 Subject to the Articles, any notice or Document to be sent or supplied to a Trustee in connection with the taking of decisions by Trustees may also be sent or supplied by the means which that Trustee has asked to be sent or supplied with such notices or Documents for the time being

Deemed delivery

- 36.4 A member present in person or by proxy at a meeting of the Charity shall be deemed to have received notice of the meeting and the purposes for which it was called.
- 36 5 Where any Document or information is sent or supplied by the Charity to the members.
- 36.5.1 where it is sent by post it is deemed to have been received 48 hours (including Saturdays, Sundays, and Public Holidays) after it was posted;
- 36.5.2 where it is sent or supplied by Electronic Means, it is deemed to have been received on the same day that it was sent,
- 36 5 3 where it is sent or supplied by means of a website, it is deemed to have been received:
- (a) when the material was first made available on the website, or
 - (b) if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website
- 36.6 Subject to the Companies Acts, a Trustee or any other person may agree with the Charity that notices or Documents sent to that person in a particular way are deemed to have been received within a specified time, and for the specified time to be less than 48 hours.

Failed delivery

- 36.7 Where any Document or information has been sent or supplied by the Charity by Electronic Means and the Charity receives notice that the message is undeliverable.
- 36 7.1 if the Document or information has been sent to a member and is notice of a general meeting of the Charity, the Charity is under no obligation to send a Hard Copy of the Document or information to the member's postal address as shown in the Charity's register of members, but may in its discretion choose to do so,
- 36 7 2 in all other cases, the Charity shall send a Hard Copy of the Document or information to the member's postal address as shown in the Charity's register of members (if any), or in the case of a recipient who is not a member, to the last known postal address for that person (if any), and
- 36.7 3 the date of service or delivery of the Documents or information shall be the date on which the original electronic communication was sent, notwithstanding the subsequent sending of Hard Copies

Exceptions

36.8 Copies of the Charity's annual accounts and reports need not be sent to a person for whom the Charity does not have a current Address

36.9 Notices of general meetings need not be sent to a member who does not register an Address with the Charity, or who registers only a postal address outside the United Kingdom, or to a member for whom the Charity does not have a current Address

37 Communications to the Charity

The provisions of the Companies Acts shall apply to communications to the Charity

38. Secretary

A Secretary may be appointed by the Trustees for such term, at such remuneration and upon such conditions as they may think fit, and may be removed by them. If there is no Secretary

38.1 anything authorised or required to be given or sent to, or served on, the Charity by being sent to its Secretary may be given or sent to, or served on, the Charity itself, and if addressed to the Secretary shall be treated as addressed to the Charity, and

38.2 anything else required or authorised to be done by or to the Secretary of the Charity may be done by or to a Trustee, or a person authorised generally or specifically in that behalf by the Trustees

39 Irregularities

The proceedings at any meeting or on the taking of any poll or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice

40 Minutes

The Trustees must cause minutes to be made

40.1 of all appointments of officers made by the Trustees;

40.2 of all resolutions of the Charity and of the Trustees (including, without limitation, decisions of the Trustees made without a meeting), and

- 40.3 of all proceedings at meetings of the Charity and of the Trustees, and of committees of Trustees, including the names of the Trustees present at each such meeting;

and any such minute, if purported to be signed (or in the case of minutes of Trustees' meetings signed or authenticated) by the chair of the meeting at which the proceedings were had, or by the chair of the next succeeding meeting, shall, as against any member or Trustee of the Charity, be sufficient evidence of the proceedings.

41 Records and accounts

The Trustees shall comply with the requirements of the Companies Acts and of the Charities Act 1993 as to maintaining a members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commission of

- 41.1 annual reports;
- 41 2 annual returns; and
- 41 3 annual statements of account

42. Exclusion of model articles

The relevant model articles for a company limited by guarantee are hereby expressly excluded.

43 Winding up

- 44 If any property remains after the Charity has been wound up and the debts and liabilities have been satisfied it may not be paid to or distributed among the members of the Charity, but must be given to some other charitable institution or institutions with similar objects. The institution or institutions to benefit shall be chosen by the Trustees.

SCHEDULE 1

INTERPRETATION

Defined terms

- 1 In the Articles, unless the context requires otherwise, the following terms shall have the following meanings:

Term	Meaning
1.1 “Address”	includes a number or address used for the purposes of sending or receiving documents by Electronic Means,
1.2 “Articles”	The Charity’s articles of association;
1.3 “Associated Persons”	a person who falls within the definition of “associated person” given in s 69(5) of the Local Government and Housing Act 1989 (as amended) For ease of reference the definition applicable at the date when the new Articles were adopted in 2010 is set out in Schedule 2 at the end of these Articles,
1.4 “Board of Trustees” or “Board”	the board of trustees of the Charity,
1.5 “Charity”	Southern Educational Leadership Trust;
1.6 “Circulation Date”	in relation to a written resolution, has the meaning given to it in the Companies Acts;
1.7 “Clear Days”	in relation to the period of a notice, that period excluding 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,
1.8 “Companies Acts”	the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Charity,
1.9 “Co-opted Trustees”	Trustees appointed in accordance with Articles 7.3 and 9,
1.10 “Connected ”	in relation to a Trustee means any person falling within any of the following categories:

		<p>(a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of the Trustee; or</p> <p>(b) the spouse or civil partner of any person in (a), or</p> <p>(c) any other person in a relationship with the Trustee which may reasonably be regarded as equivalent to such a relationship as is mentioned at (a) or (b), or</p> <p>(d) any company, partnership or firm of which the Trustee is a paid director, member, partner or employee, or shareholder holding more than 1% of the capital,</p>
1 11	“Document”	includes summons, notice, order or other legal process and includes, unless otherwise specified, any document sent or supplied in Electronic Form,
1.12	“Electronic Form” and “Electronic Means”	have the meanings respectively given in Section 1168 of the Companies Act 2006,
1 13	“Financial Expert”	an individual, company or firm who, or which, is authorised to give investment advice under the Financial Services and Markets Act 2000,
1 14	“Hard Copy” and “Hard Copy Form”	have the meanings respectively given to them in the Companies Act 2006,
1 15	“Independent Chair”	the chair of the Trustees appointed in accordance with Article 7.1;
1 16	“Nominated Trustees”	Trustees appointed in accordance with Articles 7 2 and 8,
1.17	“Partnership Organisations”	organisations admitted by the Trustees to the Strategic Partnership Board in accordance with Article 18 3,
1 18	“Public Holiday”	means Christmas Day, Good Friday and any day that is a bank holiday under the Banking

and Financial Dealings Act 1971 in the part of the United Kingdom where the company is registered,

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|------|---|---|
| 1 19 | “Secretary” | The secretary of the Charity (if any), |
| 1.20 | “Strategic Partnership Board” or “SPB” | has the meaning provided in Article 18; |
| 1 21 | “SPB Annual Meeting” | has the meaning provide in Article 18.4, |
| 1 22 | “Trustee” | a director of the Charity, and includes any person occupying the position of director, by whatever name called, and |
| 1 23 | “Writing” | the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in Electronic Form or otherwise |
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- | | | |
|----|---|--|
| 2. | Subject to paragraph 3 of this Schedule, any reference in the Articles to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it. | |
| 3. | Unless the context otherwise requires, words or expressions contained in the Articles which are not defined in paragraph 1 above bear the same meaning as in the Companies Act 2006 as in force on the date when the Articles became binding on the Charity | |

SCHEDULE 2

“Associated Person”

Section 69(5) Local Government and Housing Act 1989

For the purpose of this section, a person is at any time associated with a local authority if

- a he is at the time a member of the authority,
 - b he is at the time an officer of the authority;
 - c he is at that time both an employee and either a director, manager, secretary or other similar officer of a company which is under the control of the authority;
- or
- at any time within the preceding four years he has been associated with the authority by virtue of paragraph (a) above.