

Approved by special resolution on 3 November 2020

ARTICLES OF ASSOCIATION OF
NEWHAM PARTNERSHIP WORKING LIMITED

Company no. 07869426

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THE COMPANIES ACT 2006

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

ARTICLES OF ASSOCIATION OF NEWHAM PARTNERSHIP WORKING LIMITED

1 NAME

The name of the Company is Newham Partnership Working Limited ("the Company").

2 REGISTERED OFFICE

The registered office of the Company is to be in England and Wales.

3 PURPOSE AND PRINCIPLES

The purpose of the Company (the "Purpose") is to advance the education of children and young people and improve the lives of all members of the community of Newham and other areas by improving educational opportunities and outcomes for children and young people in Newham and other areas in accordance with the following principles ("the Principles"). The members of the Company agree to:

- 3.1 enhance the provision for learning of all children and young people;
- 3.2 work collaboratively within the Company and within the wider educational community, encouraging and supporting strong partnerships between schools and other agencies;
- 3.3 deploy resources available to the Company to best effect wherever possible, through an approach which links together related initiatives across Newham and supports effective leadership.
- 3.4 develop and work towards a common purpose, sharing and developing excellent educational practice;
- 3.5 address educational disadvantage and secure the highest standards of achievement for all learners;
- 3.6 provide opportunities for continuous learning and professional development through reflective practice;
- 3.7 involve service providers and other community partners to help to bring about improvement in the quality and range of teaching and learning opportunities;

3.8 value the diversity and differences within the Company and strive to be inclusive in all aspects of its work, acknowledging different needs and structures. Welcoming members from all schools and educational structures whatever their legal status; and

3.9 encourage innovation, piloting new ideas and collectively agreeing to take on new functions that support the core purpose of the organisation.

It is intended that the activities of the Company will place an emphasis on, and include a commitment to students learning about, the Co-operative values of self-help, self responsibility, democracy, equality, equity, solidarity, honesty, openness, social responsibility and caring for others with the aim of encouraging all students to become better citizens, not only while they are students but during the rest of their lives

4 OBJECTS

The Objects of the Company are to fulfil the Company's Purpose by:

4.1 supplying goods, services, advice and assistance to members of the Company and others;

4.2 entering into contracts and commissioning and purchasing goods and services in its own right and on behalf of members of the Company and others;

4.3 developing joint strategy between members of the Company;

4.4 encouraging and facilitating the professional development of staff employed by the members of the Company;

4.5 encouraging and facilitating joint working, shared resources, interchange of staff and students and the sharing of best practice between members of the Company; and

4.6 exercising any other functions which a Local Authority is able to contract out.

5 POWERS

5.1 The Company may do anything which appears to it to be necessary or desirable for the purposes of or in connection with its Objects.

5.2 Without limiting the generality of Article 5.1, the Company may establish one or more subsidiaries and establish or acquire interests (directly or indirectly) in other bodies corporate, and may provide (directly or indirectly) resources to any such subsidiaries or bodies, for any purpose connected with its Purpose and/or Objects.

6 INCOME AND PROPERTY

The income and property of the Company shall be applied in accordance with the Objects and powers of the Company and subject to Article 20 no portion shall be paid or transferred directly or indirectly to the members of the Company except by way of

payment in good faith of reasonable and proper wages, and repayments (including loans) or expenses to any member or employee of the Company in return for any services actually rendered to the Company or any subsidiary or body referred to in Article 5.2.

7 MEMBERSHIP

7.1 The Company must maintain a register of members.

7.2 The subscribers to the Memorandum are the first members of the Company.

7.3 Newham Council shall be a member.

7.4 The Co-operative College shall be a member.

7.5 The Board may admit to membership:

7.5.1 any school, 16-19 education providers or other provider of education;

7.5.2 any persons employed by the Company;

that are committed to promoting the Objects, are approved by the Board and agree to be bound by the Principles.

7.6 A member that is not an individual shall by resolution of its governing body appoint an authorised representative, who shall during the continuance of their appointment be entitled to exercise in any General Meeting of the Company all such rights and powers as the school would exercise if it were an individual person. The representative so appointed shall be a member of the governing body of the member.

7.7 The Board may create a category or categories of membership or associate membership on such terms and with such rights as it thinks fit.

7.8 The Board may set and charge a membership subscription upon such terms as it thinks fit, including terms providing for different subscriptions from different categories of member.

7.9 No person employed by the Company may be admitted to membership of the Company if, following their admission to membership more than one third of the Company's total membership would be employees of the Company.

7.10 Membership of the Company is not transferable.

7.11 Membership is terminated if the member concerned:

7.11.1 gives written notice of resignation to the Company;

7.11.2 ceases to exist;

7.11.3 is employed by the Company and ceases to be employed by the Company; or

- 7.11.4 is removed from membership by resolution of the General Meeting on the ground that the member's continued membership is harmful to the Company. Such a resolution may only be passed after the member has been notified in writing and given a period of at least 14 clear days in which to put forward written representations for consideration by the meeting.

8 GENERAL MEETINGS

- 8.1 Members are entitled to attend general meetings by their authorised representative. General Meetings are called on at least 14 clear days' written notice specifying the business to be discussed.
- 8.2 General Meetings may be called either by the Board or on the requisition of members pursuant to the provisions of the Companies Act. At least one General Meeting shall be held in each academic year.
- 8.3 Notice of every general meeting shall be given in writing to every member of the Company and to the Auditors (if any) and shall be given personally or by sending it by post to them or their registered office or any address given by them for this purpose within the United Kingdom.
- 8.4 The Notice shall specify the place and exact time of the meeting and the nature of the business to be dealt with.
- 8.5 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate proceedings at that meeting.
- 8.6 Every member and such other persons as receive notice shall be entitled to attend and speak at a General Meeting.
- 8.7 The Chair or (if the Chair is unable or unwilling to do so) some other person elected by those present presides at a general meeting.
- 8.8 There is a quorum at a general meeting if the number of members represented at the meeting is at least one fifth of those members of the Company eligible for membership under Article 7.5.1.
- 8.9 If within half an hour from the time appointed for the meeting a quorum is not present or if at any time during the meeting members shall leave such that a quorum is no longer present the meeting shall stand adjourned until the same day in the next week at the same time and same place, or otherwise as the Board may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the members present shall be a quorum.
- 8.10 The Chair may with the consent of the meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time

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

- 8.11 Except where otherwise provided by the Companies Act, or the Schools Companies Regulations 2002, every issue is decided by a majority of the votes cast.
- 8.12 Votes may be given by the authorised representative of a member.
- 8.13 In the event that the authorised representative of a member is unable to attend a General Meeting, the member may delegate the responsibilities of the authorised member to another member of the governing body or staff as Delegated Attendee. The Delegated Attendee may exercise the same rights and duties as the authorised Representative at the General Meeting in question.
- 8.14 Every member present, either in accordance with 8.12 or 8.13, has one vote on each issue.
- 8.15 At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is demanded before or upon the declaration of the result of the show of hands by:
 - 8.15.1 the Chair, or
 - 8.15.2 by a member or members representing not less than one tenth of the total voting rights of all the members having the right to vote at the meeting.
- 8.16 If a poll is duly demanded it shall be taken in such a manner as the Chair of the meeting directs and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The demand for a poll may be withdrawn.
- 8.17 Unless a poll be so demanded a declaration by the Chair that a resolution has been carried or lost and an entry to that effect in the minutes of the proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against the resolution.
- 8.18 A written resolution signed by such number of members as required if it had been proposed at a general meeting is as valid as a resolution actually passed at a general meeting. For this purpose the written resolution may be set out in more than one document and will be treated as passed on the date of the last signature.

- 8.19 A general meeting may be called at any time by the Board and must be called in accordance with the provisions of the Companies Act on the requisition of members pursuant to the provisions of the Companies Act.
- 8.20.1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.
- 8.20.2 A person is able to exercise the right to vote at a general meeting when—
- (a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
 - (b) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.
- 8.20.3 The Board may make whatever arrangements it considers appropriate to enable those attending a general meeting to exercise their rights to speak or vote.
- 8.20.4 In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.
- 8.20.5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.
- 8.21.1 Proxies may only validly be appointed by a notice in writing (a "proxy notice")
- Which
- (a) states the name and address of the member appointing the proxy;
 - (b) identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;
 - (c) is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the Board may determine
- 8.21.2 the instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority shall be deposited at the Office or at such other place within the United Kingdom (if any) as is specified for that purpose in the notice convening the meeting, not less than 48 hours before the time for holding the meeting or adjourned meeting, at which the person named in the instrument proposes to vote.

9 THE BOARD

- 9.1 The number of Directors shall not be less than two, and not more than 18.
- 9.2 Directors are appointed or co-opted by the Directors. There shall be the following Directors;
 - 9.2.1 The Chief Executive;
 - 9.2.2 At least 8 Directors (and at least 9 if the total number of Directors is more than 15) who shall be senior employees of member schools, as nominated by member schools;
 - 9.2.3 Other Directors who have been appointed by the Directors following nominations by NPW employees, Newham Council, governors and/or trustees of school members and the Co-operative College;
- 9.3 Subject to Article 9.1, the Board may at any time co-opt any individual who is qualified to be appointed as a Director, subject to there being a maximum of 3 co-opted Directors at any given time.
- 9.4 Subject to Articles 9.8 and 22, in relation to terms of office for Directors:
 - 9.4.1 the normal term of office for a Director shall be three years, at the end of which a Director shall retire and may be re-appointed, if otherwise eligible;
 - 9.4.2 terms of office shall begin (and end) at the conclusion of a General Meeting. If a Director is appointed between General Meetings his or her term of office shall be deemed to begin at the conclusion of the General Meeting closest to the date the Director is appointed;
 - 9.4.3 the term of office for a Director may be varied, by the Board, in order to allow a staggered succession.
- 9.5 A Director's term of office automatically terminates if he or she:
 - 9.5.1 ceases to be a Director by virtue of any provision of the Companies Act or becomes prohibited by law from being a Director;
 - 9.5.2 is incapable, whether mentally or physically, of managing his or her own affairs;
 - 9.5.3 is absent from three consecutive meetings of the Board and is asked by a majority of the other Directors to resign;

- 9.5.4 Is a senior employee of a member school, and was appointed in that capacity and ceases to be a senior employee of the member school;
 - 9.5.5 was a nominee of Newham Council; the governors and / or trustees of school members or the Co-operative College and that nomination is withdrawn, in writing;
 - 9.5.6 (in the case of a Director nominated by the employees of the company) the Director ceases to be an employee of the company;
 - 9.5.7 in the case of the Chief Executive, the Director ceases to be Chief Executive;
 - 9.5.8 resigns by written notice to the Directors (but only if at least two Directors will remain in office);
 - 9.5.9 is removed by the Board; or
 - 9.5.10 is removed by resolution of the members present and voting at a general meeting after the meeting has invited the views of the Director concerned and considered the matter in the light of any such views.
- 9.6 A technical defect in the appointment of a Director of which the Board are unaware at the time does not invalidate decisions taken at a meeting.
- 9.7 If the number of Directors appointed under 9.2.2 falls below 51% of the total membership of the Board the Board may continue to meet for up to six months whilst the matter is resolved. If the matter is not resolved after that time the Board may only meet to appoint Directors under 9.2.2, or to remove Directors appointed under 9.2.3, or co-opted, to bring the proportion back to at least 51%.
- 9.8 Any Director in office prior to the date of adoption of these Articles may continue to be a Director until their current term expires. At the first Board meeting following the adoption of these Articles Directors serving at the time of the adoption of these Articles, other than the Chief Executive, shall be allotted by the Board to be either a Director appointed under 9.2.2; or a Director appointed under 9.2.3, or a co-opted Director.

10 BOARD PROCEEDINGS

- 10.1 The Board must hold at least four meetings each academic year.
- 10.2 A Director may, and the Secretary shall on the instruction of the Board, summon a meeting of the Board at any reasonable time. A meeting of the Board may be held either in person or by suitable electronic means agreed by the Board in which all participants may communicate with all the other participants.
- 10.3 A quorum is present at a meeting of the Board if more than one half of the Directors in office at any given time and entitled to attend are present in person.
- 10.4 The Board shall appoint the Chair from amongst their number and decide the term of office of the Chair. The Board may agree that a Chair so appointed may have an executive role in the affairs of the Company and may receive such remuneration as the Board shall decide.
- 10.5 The Chair or (if the Chair is unable or unwilling to do so) some other Director chosen by the Board present presides at each meeting.
- 10.6 Every issue may be determined by a simple majority of the votes cast at a meeting, but a resolution in writing agreed by a majority of the Directors (other than any Conflicted Director who has not been authorised to vote) is as valid as a resolution passed at a meeting, provided all Directors have received notification of the resolution. For this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature.
- 10.7 Except for the chair of the meeting, who has a casting vote, every Director has one vote on each issue.
- 10.8 A procedural defect of which the Board are unaware at the time does not invalidate decisions taken at a meeting.

11 POWERS OF THE BOARD

- 11.1 The business of the Company shall be managed by the Board who may exercise all such powers of the Company as may be exercised and done by the Company and as are not required by the Companies Act or by these Articles to be exercised or done by the Company in General Meeting.
- 11.2 No resolution passed by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid had that resolution not been passed.
- 11.3 The Board may delegate any of its powers to sub-committees consisting of such Directors or others as it thinks fit. Any sub-committee so formed shall conform to any regulations that may be imposed on it by the Board. In

particular, the Board shall record the extent of the delegation and the arrangements for reporting.

- 11.4 The Board may from time to time make such rules or bye laws as they may deem necessary for the proper conduct and management of the Company. The Company in General Meeting shall have power to alter or repeal the rules or bye laws and to make additions there to and the Board shall adopt such means as they deem sufficient to bring to the notice of members of the Company all such rules or bye laws, which so long as they shall be in force, shall be binding on all members of the Company. No rule or bye law shall be inconsistent with, or shall affect or repeal anything contained in the Articles.

12 **DIRECTORS' INTERESTS**

- 12.1 Directors shall disclose to the Board any material interests (as defined below) held by them, or by a connected person, which shall be recorded in the register of interests of the Directors.

- 12.2 Subject to paragraph 12.4, a material interest is:

12.2.1 any interest (excluding a holding of shares in a company whose shares are listed on any public exchange where the holding is less than 1% of the total shares in issue) or position held by a Director in any firm, company or business which has or is likely to have a trading or commercial relationship with the Company; and

12.2.2 any connection with any organisation, entity or company considering entering into a financial arrangement with the Company including but not limited to lenders or banks.

- 12.3 Any Director who has an interest in a matter to be considered by the Board (whether because the matter involves a firm, company, business or organisation in which they or a connected person has a material interest or otherwise) shall declare such interest to the Board and:

12.3.1 shall withdraw from the meeting and play no part in the relevant discussion or decision;

12.3.2 shall not vote on the issue (and if by inadvertence they do remain and vote, their vote shall not be counted); and

12.3.3 details of any such interest shall be recorded in the register of interests of the Directors.

- 12.4 For the purposes of paragraph 12.3 a Director has an interest in a matter to be considered by the Board where:

- 12.4.1 the member school of which they are a senior employee, head teacher or a member of the governing body provides or is to provide goods or services to the Company; or
- 12.4.2 the matter concerns the provision of goods or services by the Company and the member school of which they are a senior employee, head teacher or a member of the governing body provides or intends to provide those goods or services in competition or potential competition with the Company; or
- 12.4.3 terms particular to the member school of which they are a senior employee, head teacher or a member of the governing body are included or to be included in a contract relating to the supply of goods or services by the Company; or
- 12.4.4 issues specific to the relationship between the Company and the member school of which they are a senior employee, head teacher or a member of the governing body are to be discussed.

A Director shall not otherwise have an interest in any matter by reason only of being employed by the Company or being a senior employee, head teacher or a member of the governing body of a member school. Any question as to whether a Director has an interest in a matter shall be decided by the Board.

- 12.5 Any Director who fails to disclose any interest or material interest required to be disclosed under these provisions must permanently vacate their office if required to do so by a majority of the remaining Directors.

13 REMUNERATION OF DIRECTORS

- 13.1 Subject to Article 13.2, no Director of the Company (other than the Chief Executive or a Director who is also an employee of the Company) shall be entitled to remuneration from the Company for their services as a Director. Directors may be paid all reasonable expenses incurred by them in connection with the business of the Company.

- 13.2 Notwithstanding Article 13.1, the Board may agree that:

- 13.2.1 a Director appointed under paragraph 9.3; and/or
- 13.2.2 the Chair appointed under paragraph 10.4,

shall be entitled to remuneration from the Company for their respective services to the Company, the terms of such remuneration to be determined by the Board.

14 SECRETARY AND OTHER EXECUTIVE OFFICERS

Subject to the provisions of the Companies Act, the Secretary and other executive officers shall be appointed by the Board for such term, at such remuneration and upon

such conditions as they may think fit, and any secretary or executive officer so appointed may be removed by them.

15 RECORDS AND ACCOUNTS

15.1 The Board may delegate responsibility to the Company Secretary but must still comply with the requirements of the Companies Act as to keeping financial records, the audit or other scrutiny of accounts and the preparation and transmission to the Registrar of Companies of:

15.1.1 annual returns;

15.1.2 annual reports; and

15.1.3 annual statements of account.

15.2 The Board must keep proper records of:

15.2.1 all proceedings at general meetings;

15.2.2 all proceedings at meetings of the Board;

15.2.3 all reports of committees; and

15.2.4 all professional advice obtained.

15.3 Accounting records relating to the Company must be made available for inspection by any Director at any time during normal office hours.

15.4 A copy of the Company's latest available statement of account must be supplied on request to any Director or member. A copy must also be supplied, within two months, to any other person who makes a written request and pays the Company's reasonable costs.

16 NOTICES

16.1 Notices under the Articles may be sent by hand, by post or by suitable electronic means.

16.2 The only address at which a member is entitled to receive notices sent by post is an address shown in the register of members.

16.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:

16.3.1 24 hours after being sent by electronic means or delivered by hand to the relevant address;

16.3.2 two clear days after being sent by first class post to that address;

16.3.3 three clear days after being sent by second class or overseas post to that address;

16.3.4 on the date of publication of a newspaper containing the notice;

16.3.5 on being handed to the member (or, in the case of a member organisation, its authorised representative) personally; or, if earlier,

16.3.6 as soon as the member acknowledges actual receipt.

16.4 A technical defect in the giving of notice of which the Boards of Directors are unaware at the time does not invalidate decisions taken at a meeting.

17 INDEMNITY

Every member, Director, Company Secretary, auditor (if any) and other officer for the time being of the Company may be indemnified out of the assets of the Company against any losses or liabilities incurred by him/her in or about the execution or discharge of the duties of her/his office subject to the provisions of the Companies Act, except to the extent that such losses or liabilities shall be attributable to:

17.1 fraud or other matters in respect of which the member concerned shall be convicted of a criminal offence; or

17.2 negligence; or

17.3 actions knowingly beyond the scope of a specific authority or limit thereon on the part of the person in question.

18 LIMITED LIABILITY

The liability of members is limited.

19 GUARANTEE

Every member promises, if the Company is wound up while he, she or it remains a member, or within 12 months afterwards, to pay up to £1 towards the costs of winding up, towards adjusting the rights of the contributories amongst themselves and towards discharging the liabilities incurred by the Company while he, she or it was a member.

20 DISSOLUTION

If upon the dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever the same shall be paid to or distributed among the members in proportion to their contributions to such property or such other methodology as agreed by the members in General Meeting.

21 INTERPRETATION

21.1 In these Articles, unless the context indicates another meaning:

‘the Articles’ means the Company’s articles of association;

‘authorised representative’ means an individual who is authorised by a member organisation to act on its behalf at meetings of the Company and whose name is given to the Secretary;

‘Board’ means the board of directors of the Company

‘Chair’ means the chair of the Board;

‘clear day’ means 24 hours from midnight following the relevant event;

‘the Companies Act’ means the Companies Act 2006;

‘connected person’ means any spouse, partner, parent, child, brother, sister, grandparent or grandchild of a Director, any firm of which a Director is a member or employee, and any company of which a Director is a director, employee or shareholder having a beneficial interest in more than 1 per cent of the share capital;

‘Delegated Attendee’ means the nominated substitute of the authorised representative in the event the authorised representative cannot attend the General Meeting in question.

‘Director’ means a director of the Company and ‘Directors’ means the directors;

‘firm’ includes a limited liability partnership;

‘Head Teacher’ includes Principal or equivalent postholder;

‘material benefit’ means a benefit which may not be financial but has a monetary value;

‘member’ and ‘membership’ refer to company membership of the Company;

‘member school’ refers to any member appointed under 7.5.1

‘Memorandum’ means the Company’s Memorandum of Association;

‘Newham’ means the London Borough of Newham;

‘the Objects’ means the Objects of the Company as defined in paragraph 4 of the Articles;

‘Ordinary Resolution’ has the meaning prescribed by section 282 of the Companies Act 2006;

‘Secretary’ means the company secretary of the Company;

‘Senior employee’ means a permanent member of the senior leadership team of a member school, or as otherwise defined by the Board;

‘written’ or ‘in writing’ refers to a legible document on paper or in electronic form (provided the requirements of Part 3 of Schedule 5 to the Companies Act 2006 are met); and

‘year’ means a calendar year.

- 21.2 Expressions defined in the Companies Act have the same meaning.
- 21.3 References to an Act of Parliament are to that Act as amended or re-enacted from time to time and to any subordinate legislation made under it.
- 21.4 The relevant model articles for a company limited by guarantee are hereby expressly excluded.

22 START-UP ARRANGEMENTS

- 22.1 The provisions of the Articles shall apply, except where they are varied by the start-up arrangements below.
- 22.2 Persons not otherwise permitted by these Articles to be Members may be Members until the commencement of the first General Meeting of the Company at which Directors' terms of office are deemed to commence, at which point they shall retire.
- 22.3 The first Director(s) shall be the person or persons notified to Companies House as the first Director(s) of the Company.
- 22.4 The first Directors and any Directors appointed before the first General Meeting of the Company at which Directors' terms of office are deemed to commence shall all retire (but shall be eligible for election or re-appointment) at the conclusion of that General Meeting, and Directors shall be elected and appointed in the way provided in the Articles. Not less than a third of the Directors (to be determined by the Board before the first General Meeting at which Directors' terms of office are deemed to commence) shall retire after one year; not less than a third of them (to be determined likewise) shall retire after two years, and the remaining Directors shall retire after three years.
- 22.5 Any time served by a first Director before the Company's first General Meeting at which Directors' terms of office are deemed to commence shall not be counted as a term of office or part of a term of office if that Director is elected or appointed as a Director at that General Meeting of the Company.

23 SUPERVISING AUTHORITY

- 23.1 Where required by law to designate a supervising authority, the Company shall designate the Mayor and Burgesses of the London Borough of Newham who shall have the responsibilities and powers set out in The School Companies Regulations 2002 (as amended from time to time) (the “Regulations”) which includes a power to issue directions to the Company in so far as necessary to facilitate and ensure compliance by the Company with the Regulations.