

File Copy



CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company Number **10039594**

The Registrar of Companies for England and Wales, hereby certifies that

B4SCHOOLS LTD

is this day incorporated under the Companies Act 2006 as a private company, that the company is limited by guarantee, and the situation of its registered office is in England and Wales

Given at Companies House, Cardiff, on **3rd March 2016**



N10039594I

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

IN01(ef)

Application to register a company

Received for filing in Electronic Format on the: 02/03/2016



X51WPDZU

*Company Name
in full:*

B4SCHOOLS LTD

Company Type:

Private limited by guarantee

*Situation of Registered
Office:*

England and Wales

*Proposed Register
Office Address:*

**FARNBOROUGH PRIMARY SCHOOL FARNBOROUGH HILL
ORPINGTON
UNITED KINGDOM
BR6 7EQ**

I wish to adopt entirely bespoke articles

Company Director 1

Type: **Person**
Full forename(s): **MRS PAULA**

Surname: **FARROW**

Former names:

Service Address recorded as Company's registered office

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: ****/10/1966** *Nationality:* **BRITISH**

Occupation: **HEADTEACHER**

The subscribers confirm that the person named has consented to act as a director.

Company Director 2

Type: **Person**
Full forename(s): **MISS JENNIFER ANNE**

Surname: **MAYHEW**

Former names:

Service Address recorded as Company's registered office

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: ****/12/1972** *Nationality:* **BRITISH**

Occupation: **HEADTEACHER**

The subscribers confirm that the person named has consented to act as a director.

Company Director **3**

Type: **Person**
Full forename(s): **MR KEITH JAMES**

Surname: **SEED**

Former names:

Service Address recorded as Company's registered office

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: ****/08/1959** *Nationality:* **BRITISH**

Occupation: **HEADTEACHER**

The subscribers confirm that the person named has consented to act as a director.

Company Director **4**

Type: **Person**
Full forename(s): **MRS LEAH ZOE**

Surname: **CRAWLEY**

Former names: **ATTLESEY, TREGENT**

Service Address recorded as Company's registered office

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: ****/08/1962** *Nationality:* **BRITISH**

Occupation: **HEADTEACHER**

The subscribers confirm that the person named has consented to act as a director.

Company Director **5**

Type: **Person**
Full forename(s): **MRS JULIA**

Surname: **EVISON**

Former names: **DAY**

Service Address recorded as Company's registered office

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: ****/05/1963** *Nationality:* **BRITISH**

Occupation: **HEADTEACHER**

The subscribers confirm that the person named has consented to act as a director.

Statement of Guarantee

I confirm that if the company is wound up while I am a member , or within one year after I cease to be a member, I will contribute to the assets of the company by such amount as may be required for :

- payment of debts and liabilities of the company contracted before I cease to be a member;*
- payments of costs, charges and expenses of winding up, and;*
- adjustment of the rights of the contributors among ourselves, not exceeding the specified amount below.*

Name: BICKLEY PRIMARY SCHOOL

Address: BICKLEY PRIMARY SCHOOL NIGHTINGALE *Amount Guaranteed:* GBP1
 LANE
 WEST WICKHAM
 BROMLEY
 UNITED KINGDOM
 BR1 2SQ

Name: GLEBE SCHOOL

Address: GLEBE SCHOOL HAWES LANE *Amount Guaranteed:* GBP1
 WEST WICKHAM
 BROMLEY
 UNITED KINGDOM
 BR4 9AE

Name: NEXUS EDUCATION SCHOOLS TRUST

Address: FARNBOROUGH PRIMARY SCHOOL *Amount Guaranteed:* GBP1
 FARNBOROUGH HILL
 ORPINGTON
 KENT
 UNITED KINGDOM
 BR6 7EQ

Statement of Compliance

I confirm the requirements of the Companies Act 2006 as to registration have been complied with.

Authorisation

Authoriser Designation: **subscriber**

Authenticated: **Yes**

COMPANY NOT HAVING A SHARE CAPITAL

Memorandum of Association of

B4Schools Ltd

Each subscriber to this Memorandum of Association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company.

Name of each subscriber	Authentication by each subscriber
Bickley Primary School	Bickley Primary School
Glebe School	Glebe School
Nexus Education Schools Trust	Nexus Education Schools Trust

Dated 2/3/2016

THE COMPANIES ACT 2006

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

ARTICLES OF ASSOCIATION

OF

B4SCHOOLS LTD

COMPANIES ACT 2006
COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL
ARTICLES OF ASSOCIATION
OF
B4SCHOOLS LTD

1 NAME

The name of the company is B4Schools Ltd (the “**Company**”).

2 REGISTERED OFFICE

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

3 OBJECTS

3.1 The objects of the Company are to:

- 3.1.1 provide procure supply and/or commission non-teaching and teaching support services for the benefit of its Member Schools and other educational institutions;
- 3.1.2 promote co-operation and collaboration between its Member Schools and with other educational institutions; and
- 3.1.3 undertake such other charitable or non-charitable activities as the Directors consider appropriate,

(the “**Objects**”).

4 POWERS

The Company has the following powers which may be exercised only in promoting the Objects:

- 4.1 to carry on any trade or business to trade or sell or otherwise deal in any goods and/or services with or to any maintained school, academy, free school, college or other educational institution, local authority or any other public or private body or individual or association whether at cost, commercially, for profit or otherwise;
- 4.2 to provide and/or commission the provision of educational support services to schools local authorities and other educational institutions;
- 4.3 to procure and deliver, or assist with the procurement and delivery of, goods and services to schools and other educational institutions;
- 4.4 to promote or carry out research surveys, studies or other work, making the useful results available;

- 4.5 to provide advice;
- 4.6 to provide, publish or distribute information;
- 4.7 to advertise in such manner as may be thought expedient;
- 4.8 to co-operate with other bodies;
- 4.9 to support, administer or set up other companies or charities;
- 4.10 to raise funds in the course of carrying out the Objects;
- 4.11 to receive and administer donations;
- 4.12 to borrow money and give security for loans provided that the Company shall not borrow any funds, whether secured or unsecured, without the permission of the Company's Supervising Authority;
- 4.13 to acquire or hire property of any kind;
- 4.14 to let or dispose of property of any kind;
- 4.15 to make grants or loans of money and to give guarantees provided that where any payment is made to the treasurer or other proper official of a company the receipt of such treasurer or official shall be a complete discharge to the Directors;
- 4.16 to set aside funds for special purposes or as reserves against future expenditure;
- 4.17 to deposit or invest funds in any manner;
- 4.18 to arrange for investments or other property of the Company to be held in the name of a nominee company acting under the direction of the Directors or controlled by a Financial Expert acting under their instructions and to pay any reasonable fee required;
- 4.19 to deposit documents and physical assets with a company registered or having a place of business in England or Wales as custodian, and to pay any reasonable fee required;
- 4.20 to insure the property of the Company against any foreseeable risk and take out other insurance policies to protect the Company when required;
- 4.21 to provide indemnity insurance for the Directors or any other officer of the Company to the extent permitted by the Act;
- 4.22 subject to Article 5 to employ paid or unpaid agents staff or advisers;
- 4.23 to enter into contracts to provide services to or on behalf of other bodies;
- 4.24 to establish or acquire subsidiary companies;
- 4.25 to pay the costs of forming the Company;

- 4.26 to operate bank accounts; and
- 4.27 to do anything else within the law which promotes or helps to promote the Objects.

5 BENEFITS AND CONFLICTS FOR MEMBERS AND DIRECTORS

- 5.1 Any surplus or profits generated by the Company are to be applied to further the Objects and shall not be distributed among the Members. The property and funds of the Company must be used only for promoting the Objects and do not belong to the Members but:

- 5.1.1 Members who are not Directors may be employed by or enter into contracts with the Company and receive reasonable payment for goods or services supplied; and

subject to compliance with Article 5.4:

- 5.1.2 Members and Directors may be paid interest at a reasonable rate on money lent to the Company;

- 5.1.3 Members and Directors may be paid a reasonable rent or hiring fee for property let or hired to the Company; and

- 5.1.4 Members and Directors who are beneficiaries may receive benefits in that capacity.

- 5.2 A Director must not receive any payment of money or other material benefit (whether directly or indirectly) from the Company except:

- 5.2.1 as mentioned in Articles 4.21, 5.1.2, 5.1.3, 5.1.4 or 5.3;

- 5.2.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Company;

- 5.2.3 an indemnity in respect of any liabilities properly incurred in running the Company (including the costs of a successful defence to criminal proceedings);

- 5.2.4 payment to any company in which a Director has no more than a one per cent shareholding; or

- 5.2.5 in exceptional cases, other payments or benefits.

- 5.3 A Director may be employed by the Company and may enter into a written contract with the Company to supply goods or services in return for a payment or other material benefit, in each case subject to compliance with Articles 5.4 and 14.2.

- 5.4 Subject to Articles 5.5 and 5.6, any Director who becomes a Conflicted Director in relation to any matter must:

- 5.4.1 declare the nature and extent of his or her interest at or before discussion begins on the matter;

- 5.4.2 withdraw from the meeting for that item after providing any information requested by the Directors;

- 5.4.3 not be counted in the quorum for that part of the meeting; and
 - 5.4.4 be absent during the vote and have no vote on the matter.
- 5.5 When any Director is a Conflicted Director, the Directors who are not Conflicted Directors, if they form a quorum without counting the Conflicted Director and are satisfied that it is in the best interests of the Company to do so, may by resolution passed in the absence of the Conflicted Director authorise the Conflicted Director, notwithstanding any conflict of interest or duty which has arisen or may arise for the Conflicted Director:
- 5.5.1 to continue to participate in discussions leading to the making of a decision and or to vote, except where a Conflicted Director is to receive any payment or material benefit from the Company; or
 - 5.5.2 to disclose information confidential to the Company to a third party; or
 - 5.5.3 to take any other action not otherwise authorised which does not involve the receipt by the Conflicted Director of any payment or material benefit from the Company, or to refrain from taking any step required to remove the conflict.
- 5.6 Where a Director is a Conflicted Director by reason of a conflict of interest arising (or being reasonably expected to arise) in relation to a transaction or arrangement between the Company and a Member or Participating School, such conflict or potential conflict of interest is expressly authorised by this Article 5.6 and the provisions of Article 5.4 shall not apply to such conflict or potential conflict of interest. The requirements of Article 5.2 shall however continue to apply in respect of any payment of money or other material benefit received by a Director (whether directly or indirectly) from the Company.
- 5.7 A Conflicted Director who obtains (other than through his or her position as Director) information that is confidential to a third party, shall not be in breach of his or her duties to the Company if he or she declares the conflict in accordance with Article 5.4 and then withholds such confidential information from the Company.
- 5.8 For any transaction or arrangement authorised under Articles 4.21, 5.1.2 to 5.1.4, 5.2 and 5.3, the Director's duty under the Act to avoid a conflict of interest with the Company shall not be infringed provided the relevant provisions of Article 5.4 have been followed.

6 MEMBERSHIP

- 6.1 The first Members of the Company shall be the subscribers to the Memorandum.
- 6.2 Subsequent Members of the Company shall be any Qualifying Entity appointed under Article 6.4.
- 6.3 The Company must maintain a register of Members and their authorised representatives.
- 6.4 Membership is open to any Qualifying Entity which is interested in promoting the Objects and which:
 - 6.4.1 is not prohibited from becoming a Member by virtue of Schedule 1, School Companies Regulations 2002;

- 6.4.2 applies to the Company in such form as prescribed by the Directors;
- 6.4.3 is approved by the Directors;
- 6.4.4 pays any joining fee and/or annual subscription required; and
- 6.4.5 consents in writing to become a Member.
- 6.5 Where a Qualifying Entity is a maintained school, it will only be eligible to apply for Membership where the Governing Body of the maintained school has requested and received consent from the local authority to become a Member of the Company.
- 6.6 Where a Qualifying Entity is a Multi Academy Trust, the Multi Academy Trust shall in its application to the Company under Article 6.4 state in respect of which Academy or Academies its application is made. The Multi Academy Trust shall be entered into the register of Members as the Member, with the name of their Participating School(s) noted next to them.
- 6.7 A Multi Academy Trust which is already a Member may apply to the Company for additional Academies operated by it to become Participating Schools by complying with the procedure set out at Articles 6.4 and 6.6.
- 6.8 Membership is terminated if the Member concerned:
- a) gives 12 weeks' written notice of resignation to the Company and every Member of the Company;
 - b) ceases to be eligible to remain a Member by virtue of Schedule 1, School Companies Regulations 2002;
 - c) ceases to exist;
 - d) is six months in arrears in paying the relevant subscription (if any) (but in such a case the Member may be reinstated, at the Directors' discretion, on payment of the amount due);
 - e) is a maintained school whose Governing Body's delegated budget has been suspended under s17 of the School Standards and Framework Act 1998 and the Member has not complied with requirements under Regulation 15 and 32 of the School Companies Regulations 2002;
 - f) is removed from Membership by a resolution of the Directors on the ground that in their reasonable opinion the Member's continued Membership is harmful to the Company (but only after notifying the Member in writing and considering the matter in the light of any written representations which the Member concerned puts forward within fourteen Clear Days after receiving notice); or
 - g) is a Multi Academy Trust and ceases to have any Participating Schools .
- 6.9 Membership of the Company is not transferable.
- 6.10 The Directors may establish different classes of Membership and set out their respective rights and obligations.

- 6.11 Any Member of the Company may nominate (and remove and replace) any one person to act as its duly authorised representative at any meeting of the Company, provided that:

6.11.1 the Member must give written notice to the Company of the name of its nominated representative. The nominee shall not be entitled to represent the Member at any meeting unless the written notice has been received by the Company. The nominee may continue to represent the Member until written notice to the contrary is received by the Company; and

6.11.2 any notice given to the Company will be conclusive evidence that the nominee is entitled to represent the Member or that his or her authority has been revoked. The Company shall not be required to consider whether the nominee has been properly appointed by the Member.

7 SUBSCRIPTIONS

- 7.1 Each Member shall pay such subscription relevant to his class of membership as shall be from time to time recommended by the Directors and approved by the Members.

- 7.2 Notice of any recommendation by the Directors to increase or decrease the amount of any such subscription shall be published with the notice of the General Meeting at which that recommendation is to be considered.

- 7.3 Annual subscriptions for each calendar year shall be paid on or before a date prescribed by the Directors to a bank account nominated by the Directors and notified to the Members.

- 7.4 Each Member's annual subscription shall be applied by the Company only for its object under Articles 3.1.1 and 3.1.2 or such other purposes which are merely incidental thereto, unless such Member has expressly agreed by written notice to the Company that its annual subscription may be applied towards some other purpose.

8 LIMITED LIABILITY

The liability of Members is limited.

9 GUARANTEE

Every Member promises if the Company is dissolved while he she or it remains a Member or within twelve months afterwards to contribute up to one pound (£1) towards the costs of dissolution and the liabilities incurred by the Company while he she or it was a Member.

10 GENERAL MEETINGS OF MEMBERS

10.1 General Meetings

10.1.1 Members are entitled to attend general meetings through their authorised representative or by proxy. A general meeting may be called at any time by the Directors and must be called within 21 days of a written request from at least five percent of the Members having the right to vote at general meetings of the Company if the request is issued in accordance with the Act.

- 10.1.2 A Director or Secretary shall, notwithstanding that he or she is not a Member, be entitled to attend and speak at any general meeting.
- 10.1.3 Nothing in these Articles is to be taken to preclude the holding and conducting of a general meeting by such suitable Electronic Means as the Directors may decide which provide for all Members who are not present together at the same place to be able to communicate with all the other participants simultaneously, to speak and to vote during the general meeting.

10.2 **Notice**

- 10.2.1 Subject to Article 10.2.2, general meetings are called on at least fourteen and not more than twenty eight Clear Days' notice (unless the Act requires a longer notice period) specifying: the time, date and place of the meeting; the general nature of the business to be transacted, including any proposed special resolution; and notifying Members of their right to appoint a proxy.
- 10.2.2 A general meeting may be called by shorter notice if ninety per cent of the Members entitled to vote upon the business to be transacted so agree.
- 10.2.3 Notice of general meetings should be given to every Member and Director, and to the Company's auditors.
- 10.2.4 The proceedings at a general meeting shall not be invalidated because a person who was entitled to receive notice of the meeting did not receive it because of an accidental omission by the Company.

10.3 **Quorum**

- 10.3.1 No business shall be transacted at any meeting unless a quorum is present. There is a quorum at a general meeting if the number of Members present by proxy or by their duly authorised representative is at least two or fifty percent (whichever is the higher) of the total number of Members, provided that any member which is a Multi Academy Trust shall count only once for the purpose of calculating a quorum, regardless of the number of Participating Schools in respect of which it is a Member.
- 10.3.2 If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such day, time and place as the Directors may determine.

10.4 **Chair of the Meeting**

- 10.4.1 The Chair or (if the Chair is unable or unwilling to do so) some other Director elected by the board of Directors presides at a general meeting.
- 10.4.2 If no Director is willing to act as Chair, or if no Director is present within fifteen minutes after the time appointed for holding the meeting, the Members present and entitled to vote shall choose one of their number to be Chair. Save that a proxy who is not a Member entitled to vote shall not be entitled to be appointed as Chair.

10.5 **Adjournment**

The Chair may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a

meeting is adjourned for fourteen days or more, at least seven Clear Days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.

10.6 **Voting General**

10.6.1 Except where otherwise provided by the Act, every issue is decided by a majority of the votes cast.

10.6.2 On a show of hands or a poll every Member who is present by a duly authorised representative or by proxy shall have one vote on each issue, save that a Member which is a Multi Academy Trust and operates more than one Participating School shall have one vote in respect of each of its Participating Schools.

10.6.3 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the Chair whose decision shall be final and conclusive.

10.7 **Poll Voting**

10.7.1 A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded:

(A) by the Chair; or

(B) by at least two Members having the right to vote at the meeting; or

(C) 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;

and a demand by a person as the duly authorised representative of a Member or as proxy for a duly authorised representative of such Member, shall be the same as a demand by the Member.

10.7.2 Unless a poll is duly demanded a declaration by the Chair that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

10.7.3 A demand for a poll may be withdrawn if the poll has not yet been taken; and the Chair consents to the withdrawal. A demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.

10.7.4 A poll shall be taken as the Chair directs and he or she may appoint scrutineers (who need not be Members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

10.7.5 A poll demanded on the election of a Chair or on a question of adjournment shall be taken immediately. A poll demanded on any other question shall be taken either immediately or at such time and place as the Chair directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent the

continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.

- 10.7.6 No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven Clear Days' notice shall be given specifying the time and place at which the poll is to be taken.

10.8 **Proxy Voting**

- 10.8.1 On a poll or a show of hands, votes may be given by the duly authorised representative of a Member or by proxy.

- 10.8.2 The appointment of a proxy shall be executed by or on behalf of the appointor and shall be in a form approved by the Directors which:

- (A) states the name and address of the Member, or the duly authorised representative of an organisation, appointing the proxy;
- (B) identifies the person appointed to be that Member's, or the duly authorised representative of an organisation's, proxy and the general meeting in relation to which that person is appointed;
- (C) is executed by or on behalf of the Member, or the duly authorised representative of an organisation, appointing the proxy; and
- (D) is delivered to the Company in accordance with these Articles and any instructions contained in the notice of the general meeting to which the proxy relates.

- 10.8.3 The appointment of a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the Directors may:

- (A) in the case of an instrument in Hard Copy Form be deposited at the Company's registered office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting not less than forty eight hours (excluding public holidays and weekends) before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or
- (B) in the case of an appointment contained in an Electronic Form, where an address has been specified for the purpose of receiving information by Electronic Means:
 - (i) in the notice convening the meeting, or
 - (ii) in any instrument of proxy sent out by the Company in relation to the meeting, or

- (iii) in any invitation which is sent by Electronic Means to appoint a proxy issued by the Company in relation to the meeting,

be received at such address not less than forty eight hours (excluding public holidays and weekends) before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote;

- (C) in the case of a poll taken more than forty eight hours (excluding public holidays and weekends) after it is demanded, be deposited or received as aforesaid after the poll has been demanded and not less than twenty four hours (excluding public holidays and weekends) before the time appointed for the taking of the poll; or
- (D) where the poll is not taken immediately but is taken not more than forty eight hours (excluding public holidays and weekends) after it was demanded, be delivered at the meeting at which the poll was demanded to the Chair or to the Secretary or to any Director;

and an appointment of proxy which is not deposited, delivered or received in a manner so permitted shall be invalid.

10.8.4 A vote given or poll demanded by the duly authorised representative of an organisation or by proxy shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Company at its registered office or at such other place at which the instrument of proxy was duly deposited or, where the appointment of the proxy was sent by Electronic Means, at the address at which such appointment was duly received before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

10.8.5 An appointment of a proxy may be revoked by delivering to the Company a notice given by or on behalf of the person by whom or on whose behalf the proxy notice was given. A notice revoking the appointment of a proxy only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

10.9 **Written Resolutions**

Subject to the provisions of the Act:

10.9.1 A written resolution is passed as an ordinary resolution if it is agreed to by Members representing a simple majority of the total voting rights of Eligible Members.

10.9.2 A written resolution is passed as a special resolution if it is agreed to by Members representing not less than seventy five per cent of the total voting rights of Eligible Members and states that it is a special resolution.

10.9.3 A copy of the written resolution must be sent to every Eligible Member together with a statement informing them of the date by which the resolution must be passed if it is not to lapse, and how to indicate their agreement to the resolution.

10.9.4 A Member indicates its agreement to a written resolution when the Company receives from the Member an authenticated document identifying the written resolution and indicating its agreement to it:

- (A) by the signature of the Member's authorised representative if the document is in Hard Copy Form; or
- (B) by the signature of the Member's authorised representative, or other confirmation of the identity of the Member's authorised representative in a manner specified by the Company, accompanied by a statement of the identity of the Member's authorised representative which the Company has no reason to doubt, if the document is in Electronic Form.

10.9.5 The resolution may consist of several instruments in the like form each agreed by one or more Members.

10.9.6 A written resolution lapses if the required number of agreements has not been obtained by twenty eight days beginning with the Circulation Date of the resolution.

10.10 AGMs

10.10.1 Except at first, the Company must hold an AGM in every year which all Members are entitled to attend. The first AGM must be held within eighteen months after the Company's incorporation.

10.10.2 At an AGM the Members:

- (A) receive the accounts of the Company for the previous financial year;
- (B) receive the Directors' report on the Company's activities since the previous AGM;
- (C) accept the retirement of those Directors who wish to retire or who are retiring by rotation;
- (D) elect persons to be Directors to fill vacancies arising;
- (E) consider and if thought fit approve any recommendation by the Directors to increase or decrease the amount of the annual subscription referenced in Article 7;
- (F) appoint independent examiners or auditors for the Company; and
- (G) discuss and determine any issues of policy or deal with any other business put before them by the Directors.

11 THE DIRECTORS

11.1 The Directors as company directors have control of the Company and its property and funds.

11.2 Unless otherwise determined by ordinary resolution, the number of directors shall not be less than three or more than five. At least 40% of the Directors at any one time must be non-executive Directors.

- 11.3 The first Directors shall be those persons named in the statement delivered pursuant to sections 9 and 12 of the Companies Act 2006.
- 11.4 Future Directors shall be elected by the Members of the Company at a general meeting, as set out in 11.6.
- 11.5 One-third (or the number nearest one-third) of the Directors must retire at each AGM, those longest in office retiring first and the choice between any of equal service being made by drawing lots. If a Director is required to retire at an AGM by a provision of these Articles the retirement shall take effect upon the conclusion of the meeting. A retiring Director shall be eligible for re-election for consecutive periods not exceeding in aggregate nine years from the date of his or her original appointment but thereafter a Director shall not be eligible for re-appointment until one year after his or her retirement. In this Article a 'year' means the period between one AGM and the next.
- 11.6 No person other than a Director retiring by rotation shall be appointed or re-appointed a Director at any general meeting unless;
- 11.6.1 he or she is recommended by the Directors; or
- 11.6.2 not less than seven Clear Days before the date appointed for the meeting, notice executed by a Member qualified to vote at the meeting has been given to the Company of the intention to propose that person for appointment or re-appointment stating the particulars which would if he or she were so appointed or re-appointed be required to be filed by the Company at Companies House together with a notice executed by that person of his or her willingness to be appointed or re-appointed.
- 11.7 A Director's term of office automatically terminates if:
- 11.7.1 he or she is disqualified from acting as a director under the Act, the Education Acts or is otherwise prohibited by law from being a director;
- 11.7.2 a registered medical practitioner who is treating that person gives a written opinion to the Company stating that he or she has become physically or mentally incapable of acting as a Director and may remain so for three months;
- 11.7.3 he or she is absent without permission of the Directors from three consecutive meetings of the Directors and is asked by a majority of the Directors to resign;
- 11.7.4 he or she resigns by written notice to the Directors (but only if there remains in office at least three Directors); or
- 11.7.5 he or she is removed by resolution passed by 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.
- 11.8 A technical defect in the appointment of a Director of which the Directors are unaware at the time does not invalidate decisions taken at a meeting.

12 PROCEEDINGS OF DIRECTORS

- 12.1 The Directors must hold at least three meetings each year.

- 12.2 At least seven Clear Days' written notice of every Directors' meeting shall be sent to each Director, specifying the place, day and hour of the meeting and the business to be discussed, provided that where the Chair so determines on the ground that there are matters demanding urgent consideration, it shall be sufficient if the written notice of a meeting is given within such shorter period as he directs.
- 12.3 No business may be transacted at a Directors' meeting unless a quorum is present. A quorum at a meeting of the Directors is 3 Directors, excluding any Conflicted Director who has not been authorised to participate in discussions or a vote under Article 5.
- 12.4 A meeting of the Directors may be held either in person or by suitable Electronic Means agreed by the Directors in which all participants may communicate with all the other participants simultaneously.
- 12.5 The Chair or (if the Chair is unable or unwilling to do so) some other Director chosen by the Directors present presides at each meeting.
- 12.6 Every question to be decided at a meeting of the Directors shall be determined by a simple majority of the votes cast at a Directors' meeting.
- 12.7 A resolution in writing agreed by all the Directors (other than any Conflicted Director who has not been authorised to vote) is as valid as a resolution passed at a meeting. 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.
- 12.8 Except for the Chair of the meeting, who has a second or casting vote in the event that voting is otherwise tied, every Director has one vote on each issue.
- 12.9 A Director 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 Company or in any transaction or arrangement entered into by the Company which has not previously been declared; and a Director must comply with the requirements of Article 5.
- 12.10 Notwithstanding the requirements of Article 5, Directors of the Company may vote upon benefits, including the provision of pensions and insurance, which are provided equally for all directors or all executive directors of the Company.
- 12.11 A procedural defect of which the Directors are unaware at the time does not invalidate decisions taken at a meeting.

13 POWERS OF DIRECTORS

The Directors have the following powers:

- 13.1 to appoint (and remove) any person (who may be a Director) to act as Secretary to the Company in accordance with the Act;
- 13.2 to appoint a Chair from among their number for such term as they consider fit;

- 13.3 to delegate any of their functions to committees consisting of two or more individuals appointed by them (but at least one member of every committee must be a Director and all proceedings of committees must be reported promptly to the Directors);
- 13.4 to make standing orders consistent with these Articles and the Act to govern proceedings at general meetings;
- 13.5 to make rules consistent with these Articles and the Act to govern proceedings at their meetings and at meetings of committees;
- 13.6 to make regulations consistent with these Articles and the Act to govern the administration of the Company and the use of its seal (if any);
- 13.7 to establish procedures to assist the resolution of disputes within the Company;
- 13.8 to exercise any powers of the Company which are not reserved to the Members; and
- 13.9 to change the name of the Company.

14 REMUNERATION COMMITTEE

- 14.1 To the extent that any Director is to receive remuneration for his or her role, the Directors shall appoint a remuneration committee:
 - 14.1.1 the members of the remuneration committee shall all be non-executive Directors;
 - 14.1.2 the remuneration committee shall recommend to the Directors of the Company the terms of service and remuneration of the executive Directors (if any); and
 - 14.1.3 the terms of service and remuneration of the executive Directors (if any) shall be determined by the Directors of the Company on the recommendation of the remuneration committee.
- 14.2 Director(s) may not be present or vote at meetings where their remuneration or terms of service are being discussed.

15 RECORDS & ACCOUNTS

- 15.1 The Directors must comply with the requirements of the Act as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies of:
 - 15.1.1 annual reports;
 - 15.1.2 annual returns; and
 - 15.1.3 annual statements of account.
- 15.2 The Directors must keep records of:
 - 15.2.1 all proceedings at general meetings;
 - 15.2.2 all proceedings at meetings of the Directors;

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 reasonable time during normal office hours and may be made available for inspection by Members who are not Directors if the Directors so decide.

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 of a request, to any other person who makes a written request and pays the Company's reasonable costs.

16 MEANS OF COMMUNICATION TO BE USED

(In this Article "**Document**" includes without limitation a notice, proxy form, guarantee certificate or other information, except where expressly excluded.)

16.1 Any Document to be given to or by any person pursuant to these Articles must be in writing and sent or supplied in Hard Copy Form or Electronic Form, or (in the case of communications by the Company) by making it available on a website, to an address for the time being notified for that purpose to the person giving the Document.

16.2 A Document may only be given in Electronic Form where the recipient has agreed (specifically or generally) that the document or information may be sent in that form, and this agreement has not been revoked.

16.3 A Document may only be given by being made available on a website if the recipient has agreed (specifically or generally) that the document or information may be sent in that form, or if the recipient is deemed to have agreed in accordance with the Act.

16.4 The Company may deliver a Document to a Member:

16.4.1 by delivering it by hand to the postal address recorded for the Member on the register;

16.4.2 by sending it by post or other delivery service in an envelope (with postage or delivery paid) to the postal address recorded for the Member on the register;

16.4.3 by fax (except a guarantee certificate) to a fax number notified by the Member in writing;

16.4.4 by electronic mail (except a guarantee certificate) to an address notified by the Member in writing;

16.4.5 by a website (except a guarantee certificate) the address of which shall be notified to the Member in writing; or

16.4.6 by advertisement in at least two national newspapers.

This Article does not affect any provision in any relevant legislation or these Articles requiring notices or documents to be delivered in a particular way.

- 16.5 If a Document is delivered by hand, it is treated as being delivered at the time it is handed to or left for the Member.
- 16.6 If a Document is sent by post or other delivery service not referred to below, it is treated as being delivered:
- 16.6.1 forty eight hours after it was posted, if first class post was used; or
- 16.6.2 seventy two hours after it was posted or given to delivery agents, if first class post was not used;
- provided it can be proved conclusively that a Document was delivered by post or other delivery service by showing that the envelope containing the Document was:
- 16.6.3 properly addressed; and
- 16.6.4 put into the post system or given to delivery agents with postage or delivery paid.
- 16.7 If a Document (other than a guarantee certificate) is sent by fax, it is treated as being delivered twenty four hours after it was sent.
- 16.8 If a Document (other than a guarantee certificate) is sent by electronic mail, it is treated as being delivered twenty four hours after it was sent.
- 16.9 If a Document (other than a guarantee certificate) is sent by a website (in the case of communications by the Company), it is treated as being delivered when the material was first made available on the website, or if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.
- 16.10 If a Document is given by advertisement, it is treated as being delivered at midday on the day when the last advertisement appears in the newspapers.
- 16.11 A technical defect in the giving of notice of which the Directors are unaware at the time does not invalidate decisions taken at a meeting.
- 16.12 A Member present by duly authorised representative or by proxy at any general meeting of the Company shall be deemed to have received notice of the meeting, and where necessary of the purpose for which it was called.
- 16.13 A Member who does not register an address with the Company or who registers only a postal address that is not within the United Kingdom shall not be entitled to receive any notice from the Company.

17 EXCLUSION OF MODEL ARTICLES

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

18 INDEMNITY

Subject to the provisions of the Act, every Director or other officer of the Company shall be indemnified out of the assets of the Company against any liability incurred by him or her in that capacity in defending any proceedings whether civil or criminal in which judgment is

given in his or her favour or in which he or she is acquitted or in connection with any application in which relief is granted to him or her by the court from liability for negligence default breach of duty or breach of trust in relation to the affairs of the Company.

18.1 The Company shall indemnify every Director against any liability incurred in successfully defending legal proceedings in that capacity, or in connection with any application in which relief is granted by the Court from liability for negligence, default, or breach of duty or breach of trust in relation to the Company.

18.2 In this Article a “Director” means any Director or former Director of the Company.

18.3 The Company may indemnify an auditor against any liability incurred by him or her:

18.3.1 in defending proceedings (whether civil or criminal) in which judgement is given in his or her favour or he or she is acquitted; or

18.3.2 in connection with an application under section 1157 of the Act 2006 (power of Court to grant relief in case of honest and reasonable conduct) in which relief is granted to him or her or it by the Court.

19 **DISSOLUTION**

19.1 If the Company is dissolved the assets (if any) remaining after provision has been made for all its liabilities must be applied in one or more of the following ways as the Directors may decide:

19.1.1 by transfer to one or more other bodies established for purposes within, the same as or similar to the Objects (other than 3.1.3);

19.1.2 directly for the Objects or for other purposes which are within or similar to the Objects (other than 3.1.3).

20 **REQUIREMENTS OF EDUCATION ACTS**

20.1 For so long as any Member is a maintained school, these Articles shall be read and construed subject to any limitations and requirements which may be imposed on the Company under the Education Act 2002 and the School Companies Regulations 2002.

21 **INTERPRETATION**

21.1 References to an Act of Parliament are references to that Act as amended or re-enacted from time to time and to any subordinate legislation made under it.

21.2 In these Articles:

“**Academy**” means an educational institution which meets the requirements of either section 1A, 1B or 1C of the Academies Act 2010 and “Academies” means more than one such Academy;

“**Act**” means the Companies Acts as defined in section 2 of the Companies Act 2006, in so far as they apply to the Company;

“Address” includes a number or address used for the purposes of sending or receiving documents by Electronic Means;

“AGM” means an annual general meeting of the Company;

“the Articles” and **“these Articles”** means the Company’s Articles of Association and **“Article”** refers to a particular Article;

“Chair” means the person elected under Article 13.2 to chair Directors’ meetings and other meetings as laid out in these Articles;

“Circulation Date” subject to the Act, means the date on which copies of a written resolution are sent or submitted to Members (or if copies are sent or submitted to Members on different days to the first of those days);

“Clear Day” means 24 hours from midnight following the relevant event and **“Clear Days”** shall be construed accordingly;

“Company” means the company governed by these Articles;

“Conflicted Director” means a Director in respect of whom a conflict of interest arises or may reasonably arise because such Director stands to receive a benefit from the Company, or has some separate interest or duty in a matter to be decided, or in relation to information which is confidential to the Company;

“Director” means a director of the Company and **“Directors”** means the directors;

“Education Acts” means the Education Acts as defined in section 578 of the Education Act 1996 and any subsequent relevant legislation, including the Academies Act 2010 and any regulations made under the Education Acts;

“Electronic Form” and **“Electronic Means”** have the meanings respectively prescribed to them in the Act;

“Eligible Member” subject to the Act, means Members who would have been entitled to vote on the resolution at the time that the first copy of the resolution is sent or submitted to a Member for his or her agreement on the Circulation Date of the resolution;

“executed” includes any mode of execution;

“Financial Expert” means an individual company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;

“firm” includes Limited Liability Partnership;

“Hard Copy Form” has the meaning prescribed by the Act;

“Member” and **“Membership”** refer to company law membership of the Company;

“Member School” is a school or other educational institution which is a Member in its own right or which is a Participating School;

“Memorandum” means the Company’s memorandum of association;

“month” means calendar month;

“Multi Academy Trust” means a company limited by guarantee which is party to a master funding agreement and one or more supplemental funding agreements with the Secretary of State for Education in respect of one or more Academies;

“Objects” means the objects of the Company as defined in Article 3;

“Participating School” means an Academy or other educational institution in respect of which a Multi Academy Trust is a Member and which is listed on the register of Members next to the name of the Multi Academy Trust;

“Qualifying Entity” means a person who is permitted to be admitted to membership of a School Company pursuant to the School Companies Regulations 2002;

“Secretary” means the individual or entity appointed by the Directors to act as secretary of the Company;

“Supervising Authority” means a body designated in accordance with the School Companies Regulations 2002 to supervise a school company;

“written” or **“in writing”** means 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, without limitation by, Hard Copy, Electronic Means or otherwise; and

“year” means calendar year.

- 21.3 Terms or expressions not defined in these Articles shall have the meaning given to them in the Act, or otherwise in the Education Acts, as the case may be.