File Copy

CERTIFICATE OF INCORPORATION
OF A
PRIVATE LIMITED COMPANY

Company Number **10236797**

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

XAVIER CATHOLIC EDUCATION TRUST

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 **16th June 2016**

N10236797M

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: **16/06/2016**

X599HU3T

Company Name in full: XAVIER CATHOLIC EDUCATION TRUST

I confirm that the above proposed company meets the conditions for exemption from the requirements to have a name ending with 'Limited' or permitted alternative

Company Type: **Private limited by guarantee**

Situation of Registered Office: **England and Wales**

Proposed Register Office Address:
SALESIAN SCHOOL GUILDFORD ROAD
CHERTSEY
SURREY
UNITED KINGDOM
KT16 9LU

I wish to adopt entirely bespoke articles

Company Director 1

Type: **Person**

Full forename(s): **MRS CAROLE ANN SIMONNE**

Surname: **ROYCROFT**

Former names: **PRICE**

Service Address: **SALESIAN SCHOOL GUILDFORD ROAD**
CHERTSEY
SURREY
UNITED KINGDOM
KT16 9LU

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

Date of Birth: ****/07/1953** *Nationality:* **BRITISH**

Occupation: **SELF EMPLOYED**

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

Company Director 2

Type: **Person**

Full forename(s): **MR JOHN BERNARD**

Surname: **WELLS**

Former names:

Service Address: **SALESIAN SCHOOL GUILDFORD ROAD**
CHERTSEY
SURREY
UNITED KINGDOM
KT16 9LU

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

Date of Birth: ****/02/1947** *Nationality:* **BRITISH**

Occupation: **ACCOUNTANT**

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

Company Director 3

Type: **Person**

Full forename(s): **MR MICHAEL PATRICK**

Surname: **HARRINGTON**

Former names:

Service Address: **SALESIAN SCHOOL GUILDFORD ROAD**
CHERTSEY
SURREY
UNITED KINGDOM
KT16 9LU

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

Date of Birth: ****/02/1961** *Nationality:* **BRITISH**

Occupation: **HR OPERATIONS MANAGER**

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

Company Director 4

Type: **Person**

Full forename(s): **MR MIROSLAW JERZY FELIKS**

Surname: **GLINIECKI**

Former names:

Service Address: **SALESIAN SCHOOL GUILDFORD ROAD**
CHERTSEY
SURREY
UNITED KINGDOM
KT16 9LU

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

Date of Birth: ****/10/1967** *Nationality:* **BRITISH**

Occupation: **MANAGEMENT CONSULTANT**

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

Company Director 5

Type: **Person**

Full forename(s): **MR PETER JOHN**

Surname: **O'BRIEN**

Former names:

Service Address: **SALESIAN SCHOOL GUILDFORD ROAD**
CHERTSEY
SURREY
UNITED KINGDOM
KT16 9LU

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

Date of Birth: ****/08/1953** *Nationality:* **BRITISH**

Occupation: **RETIRED**

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

Company Director *6*

Type: **Person**

Full forename(s): **REV DR WILLIAM JOHN**

Surname: **DICKSON**

Former names:

Service Address: **SALESIAN SCHOOL GUILDFORD ROAD**
CHERTSEY
SURREY
UNITED KINGDOM
KT16 9LU

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

Date of Birth: ****/03/1951** *Nationality:* **BRITISH**

Occupation: **CATHOLIC PRIEST AND UNIVERSITY CHAPLAIN**

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

Company Director 7

Type: **Person**

Full forename(s): **REVEREND PETER MAURICE**

Surname: **ANDREWS**

Former names:

Service Address: **SALESIAN SCHOOL GUILDFORD ROAD**
CHERTSEY
SURREY
UNITED KINGDOM
KT16 9LU

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

Date of Birth: ****/11/1948** *Nationality:* **BRITISH**

Occupation: **CATHOLIC PRIEST**

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: **BISHOP OF ARUNDEL AND BRIGHTON**

Address: **BISHOPS HOUSE THE UPPER DRIVE**
HOVE
UNITED KINGDOM
BN3 6NB

Amount Guaranteed: **GBP10**

Name: **ARUNDEL & BRIGHTON ROMAN CATHOLIC DIOCESAN CORPORATION**

Address: **BISHOPS HOUSE THE UPPER DRIVE**
HOVE
UNITED KINGDOM
BN3 6NB

Amount Guaranteed: **GBP10**

Name: **CAROLE ANN SIMONNE ROYCROFT**

Address: **SALESIAN SCHOOL GUILDFORD ROAD**
CHERTSEY
SURREY
UNITED KINGDOM
KT16 9LU

Amount Guaranteed: **GBP10**

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

Xavier Catholic Education Trust

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
BISHOP OF ARUNDEL AND BRIGHTON	BISHOP OF ARUNDEL AND BRIGHTON
ARUNDEL & BRIGHTON ROMAN CATHOLIC DIOCESAN CORPORATION	ARUNDEL & BRIGHTON ROMAN CATHOLIC DIOCESAN CORPORATION
Mrs CAROLE ANN SIMONNE ROYCROFT	Mrs CAROLE ANN SIMONNE ROYCROFT

Dated 16/6/2016

THE COMPANIES ACT 2006

A COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

OF

XAVIER CATHOLIC EDUCATION TRUST

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THE COMPANIES ACT 2006

COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

OF

XAVIER CHATHOLIC EDUCATION TRUST

INTERPRETATION

1. In these Articles:-

   a. "the Academies" means all the schools referred to in Article 5C(h) and established by the Company (and "Academy" shall mean any one of those schools);

   b. "Academy Financial Year" means the academic year from 1st of September to 31st of August of the following year;

   c. Not Used

   d. "the Articles" means these Articles of Association of the Company;

   e. "Canon Law" means the Canon Law of the Catholic Church from time to time in force and if any question arises as to the interpretation of Canon Law, this shall be determined exclusively by the Diocesan Bishop;

   f. "Catholic" means in full communion with the See of Rome;

   g. "Catholic school" means a school for the time being recognised as a Catholic school by the Diocesan Bishop, and conducted in accordance with:

      (i) The teachings, practices and tenets of the Catholic Church;

(ii) Canon Law and the Trust Deed; and

(iii) Any diocesan directives for the time being in force;

h. Not used;

i. "Chief Inspector" means Her Majesty's Chief Inspector of Education, Children's Services and Skills or his successor;

j. "clear days" in relation to the period of a notice means the period excluding the day when the notice is given or deemed to be given and the day on which it is given or on which it is to take effect;

k. "Clerk" means the clerk to the Directors or any other person appointed to perform the duties of the clerk to the Directors including a joint, assistant or deputy clerk;

l. "the Company" means save as otherwise defined at Article 6.9 the company intended to be regulated by these Articles and referred to in Article 2;

m. "Diocese" means the Catholic diocese in which the Academy is situated;

n. "Diocesan Bishop" means the Bishop of the Diocese (as defined in Canon Law) and in the case of the See being vacant or impeded, the person or persons on whom the governance of the See has devolved in accordance with Canon Law and, for the purposes of any action contemplated in these Articles includes any person or office exercising ordinary jurisdiction in his name and any person to whom the Diocesan Bishop's powers and functions have been delegated, including officers of the Diocesan Education Service;

o. "Diocesan Memorandum of Understanding" means the Memorandum of Understanding put in place between the

Diocesan Bishop and the Directors as to the running of the Company and the Academies and the oversight thereof by the Members on behalf of the Diocesan Bishop, which reflects the Catholic character of the Company and the expectations of the Diocesan Bishop regarding the Academies, the commitments set out therein being binding on the Company as a directive of the Diocesan Bishop and which may be varied from time to time by the Diocesan Bishop as he so wishes;

p. "Diocesan Trustee" means The Arundel & Brighton Roman Catholic Diocesan Corporation Limited incorporated and registered in England and Wales with company number 00946255 whose registered office is at Bishop's House The Upper Drive Hove East Sussex BN3 6NB at the direction of the Diocesan Bishop and the Diocesan trustees of the Arundel and Brighton Diocesan Trust a registered charity no. 252878;

q. "the Directors" means save as otherwise defined at Article 6.9 the directors of the Company (and "Director" means any one of those directors);

r. "Executive Director" means such person or persons if appointed by the Directors to be a Director to act on their behalf and with executive powers, including any Principal and/or chief executive officer appointed to such role;

s. "financial expert" means an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;

t. "Foundation Director" means a Director appointed pursuant to Article 50;

u. "Founder Members" means the Diocesan Bishop, and the Diocesan Trustee;

v. "Local Governing Bodies" means the committees established by the Directors pursuant to Article 100(a) (and "Local Governing Body" means any one of these committees);

w. "Member" means a member of the Company and someone who as such is bound by the undertaking contained in Article 8;

x. "the Memorandum" means the Memorandum of Association of the Company;

y. "Office" means the registered office of the Company;

z. "Parent Directors" means the Directors elected or appointed pursuant to Articles 53-56 inclusive;

aa. "Parent Local Governor" means the parent member of a Local Governing Body elected or appointed in accordance with Articles 54-56;

bb. "Principals" means the head teachers of the Academies (and "Principal" means any one of these head teachers);

cc. "Principal Regulator" means the body or person appointed as the Principal Regulator under the Charities Act 2011;

dd. "Relevant Funding Agreements" means the agreement or agreements entered into by the Company and the Secretary of State under section 1 of the Academies Act 2010 for the establishment of each Academy, including any variation or supplemental agreements thereof;

ee. "Scheme of Delegation" means the terms of reference for the delegation of powers and responsibilities by the Directors to the Local Governing Bodies which shall be approved by the Diocesan Bishop on incorporation and in the event of any significant changes to it;

ff. "the seal" means the common seal of the Company if it has one;

gg. "Secretary of State" means the Secretary of State for Education or successor;

hh. "Senior Catholic post" means the posts of Principal, Vice Principal, Head of Religious Education and such other senior posts specified by the Diocesan Bishop;

ii. "teacher" means a person employed under a contract of employment or a contract for services or otherwise engaged to provide his services as a teacher at one or more Academies

jj. "Trustees" means the trustees holding the respective Academy site;

kk. "Trust Deed" includes any instrument (other than the Memorandum and Articles of Association) regulating the constitution of the Company or the maintenance, management or conduct of the Academies, and includes Canon Law and any diocesan directives;

ll. "the United Kingdom" means Great Britain and Northern Ireland;

mm. unless that context requires otherwise, words importing the masculine gender only shall include the feminine gender or vice versa and words importing the singular number shall include the plural number, and vice versa;

nn. subject as aforesaid, words or expressions contained in these Articles shall, unless the context requires otherwise, bear the same meaning as in the Companies Act 2006, as appropriate;

oo. any reference to a statute or statutory provision shall include any statute or statutory provision which replaces or supersedes such statute or statutory provision including any modification or amendment thereto.

2. The Company's name is Xavier Catholic Education Trust (and in this document it is called "**the Company**").

3. The Company's registered office is to be situated in England and Wales.

OBJECTS

4. The Company's objects ("**the Objects**") are specifically restricted to the advancement of the Catholic religion in the Diocese by such means as the Diocesan Bishop may think fit and proper by, but without prejudice to the generality of the foregoing:

   a.

      (i) the establishing, maintaining, carrying on, managing and developing of Catholic schools in the United Kingdom conducted in accordance with the principles, and subject to the regulations and discipline of the Catholic Church; and

      (ii) subject to the approval of the Diocesan Bishop, and as purely ancillary to (a) (i) above, the establishing, maintaining, carrying on, managing and developing of other schools in the United Kingdom.

   b. Purely as ancillary to 4(a) promoting for the benefit of the inhabitants of the areas in which the Academies are situated the provision of facilities for recreation or other leisure time occupation of individuals who have need of such facilities by reason of their youth, age, infirmity or disablement, financial hardship or social and economic circumstances or for the public at large in the interests of social welfare and with the object of improving the condition of life of the said inhabitants.

CONDUCT OF THE ACADEMY

5A.

a. Any Academy or Academies established under Clause 4(a) (i) shall be conducted in accordance with:

(i) The teachings, practices and tenets of the Catholic Church;

(ii) Canon Law and the Trust Deed;

(iii) Any diocesan directives for the time being in force.

b. For any Academy or Academies established under Article 4(a)(i):

(i) Religious education is to be in accordance with the teachings, doctrines, discipline and general and particular norms of the Catholic Church.

(ii) Religious worship is to be in accordance with the rites, practices, discipline and liturgical norms of the Catholic Church.

(iii) at all times the school is to serve as a witness to the Catholic faith in our Lord Jesus Christ.

(iv) the Company shall have regard to any advice issued by the Diocesan Bishop and Religious Superior;

(v) the Academies shall be subject to the absolute control of the Diocesan Bishop and shall be carried on under and in accordance with his directions in all respects.

(vi) all charitable work of whatever nature carried on for the time being under the trusts of these presents shall be subject to the absolute control of the Diocesan Bishop and shall be carried on under and in accordance with his directions in all respects.

5B All Academies established by the Company shall offer a broad and balanced curriculum.

5C In furtherance of the Objects but not further or otherwise the Company

may exercise the following powers:-

a. to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments, and to operate bank accounts in the name of the Company;

b. to raise funds and to invite and receive contributions provided that in raising funds the Company shall not undertake any substantial permanent trading activities and shall conform to any relevant statutory regulations;

c. to acquire, alter, improve and (subject to such consents as may be required by law) to charge or otherwise dispose of property;

d. subject to Article 6 below to employ such staff, as are necessary for the proper pursuit of the Objects and to make all reasonable and necessary provision for the payments of pensions and superannuation to staff and their dependants;

e. to establish or support, whether financially or otherwise, any charitable companies, trusts, associations or institutions formed for all or any of the Objects;

f. to co-operate with other charities, other independent and maintained schools, academies and institutions within the further education sector, voluntary bodies and statutory authorities operating in furtherance of the Objects and to exchange information and advice with them;

g. to pay out of funds of the Company the costs, charges and expenses of and incidental to the formation and registration of the Company;

h. to establish, maintain, carry on, manage and develop the Academies at locations to be determined by the Directors and in so doing shall have regard to the respective ethos and mission statement of each Academy;

i. to offer scholarships, exhibitions, prizes and awards to pupils and students and former pupils and students, and otherwise to encourage and assist pupils and students and former pupils and students;

j. to provide educational facilities and services to students of all ages and the wider community for the public benefit;

k. to carry out research into the development and application of new techniques in education and to their approach to curriculum development and delivery and to publish the results of such research, and to develop means of benefiting from application of the experience of industry, commerce, other schools, educational institutions and the voluntary sector to the education of pupils and students in academies;

l. subject to such consents as may be required by law and/or by any contract entered into by or on behalf of the Company, to borrow and raise money for the furtherance of the Objects in such manner and on such security as the Company may think fit;

m. to deposit or invest any funds of the Company not immediately required for the furtherance of its Objects (but to invest only after obtaining such advice from a financial expert as the Directors consider necessary and having regard to the suitability of investments and the need for diversification);

n. to delegate the management of investments to a financial expert, but only on terms that:

(i) the investment policy is set down in writing for the financial expert by the Directors;

(ii) every transaction is reported promptly to the Directors;

(iii) the performance of the investments is reviewed regularly

with the Directors;

(iv) the Directors are entitled to cancel the delegation arrangement at any time;

(v) the investment policy and the delegation arrangement are reviewed at least once a year;

(vi) all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Directors on receipt; and

(vii) the financial expert must not do anything outside the powers of the Directors;

o. to arrange for investments or other property of the Company to be held in the name of a nominee company acting under the control of the Directors or of a financial expert acting under their instructions, and to pay any reasonable fee required;

p. to provide indemnity arrangements to cover the liability of Directors and members of any Local Governing Body (in so far as necessary) in accordance with and subject to the conditions of section 232 to 235 of the Companies Act 2006, section 189 of the Charities Act 2011 or any other provision of law applicable to charitable companies and any such indemnity is limited accordingly;

q. to establish subsidiary companies to carry on any trade or business for the purpose of raising funds for the Company;

r. to discharge any liability incurred on behalf of the Company by the Trustees.

s. to do all such other lawful things as are necessary for or are incidental to or conducive to the achievement of the Objects.

6.1 The income and property of the Company shall be applied solely

towards the promotion of the Objects.

6.2 None of the income or property of the Company may be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to any Member of the Company. Nonetheless a Member of the Company may:

a. benefit as a beneficiary of the Company;

b. be paid reasonable and proper remuneration for any goods or services supplied to the Company;

c. be paid rent for premises let by the Member of the Company if the amount of the rent and other terms of the letting are reasonable and proper; and

d. be paid interest on money lent to the Company at a reasonable and proper rate, such rate not to exceed 2 per cent per annum below the base lending rate of a UK clearing bank selected by the Directors, or 0.5%, whichever is the higher,

6.2A. The Members may only rely upon the authority provided by Article 6.2 if each of the following conditions is satisfied:

a. the remuneration or other sums paid to the Member do not exceed an amount that is reasonable in all the circumstances.

b. If the Member is also a Director, that Member is absent from the part of any meeting at which there is discussion of:

(i) his or her remuneration, or any matter concerning the contract, payment or benefit; or

(ii) his or her performance of the contract; or

(iii) any proposal to enter into any other contract or arrangement with him or her or to confer any benefit upon him or her that would be permitted under Article 6.2; or

(iv) any other matter relating to a payment or the conferring of any benefit permitted by Article 6.2.

c) If the Member is also a Director, he or she does not vote on any such matter and is not to be counted when calculating whether a quorum of Directors is present at the meeting.

d) the Directors are satisfied that it is in the interests of the Company to contract with that Member rather than with someone who is not a Member. In reaching that decision the Directors must balance the advantage of contracting with a Member against the disadvantages of doing so (especially the loss of the Member's services as a result of dealing with the Member's conflict of interest).

e) the reason for their decision is recorded by the Directors in the minute book.

6.3 A Director may benefit from any indemnity arrangement purchased at the Company's expense or any arrangement so agreed with the Secretary of State to cover the liability of the Directors which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default or breach of trust or breach of duty of which they may be guilty in relation to the Company: Provided that any such arrangement shall not extend to:

(i) any claim arising from any act or omission which Directors knew to be a breach of trust or breach of duty or which was committed by the Directors in reckless disregard to whether it was a breach of trust or breach of duty or not; and

(ii) the costs of any unsuccessful defence to a criminal prosecution brought against the Directors in their capacity as directors of the Company.

Further this Article does not authorise a Director to benefit from any indemnity arrangement that would be rendered void by any provision of the Companies

Act 2006, the Charities Act 2011 or any other provision of law.

6.4 A company, which has shares listed on a recognised stock exchange and of which any one Director holds no more than 1% of the issued capital of that company, may receive fees, remuneration or other benefit in money or money's worth from the Company.

6.5 A Director may at the discretion of the Directors be reimbursed from the property of the Company for reasonable expenses properly incurred by him or her when acting on behalf of the Company, but excluding expenses in connection with foreign travel.

6.6 No Director may:

a. buy any goods or services from the Company;

b. sell goods, services, or any interest in land to the Company;

c. be employed by, or receive any remuneration from the Company (other than any Executive Director whose employment and/or remuneration is subject to the procedure and conditions in Article 6.8);

d. receive any other financial benefit from the Company;

unless:

(i) the payment is permitted by Article 6.7 and the Directors follow the procedure and observe the conditions set out in Article 6.8; or

(ii) the Directors obtain the prior written approval of the Charity Commission and fully comply with any procedures it prescribes.

6.7 Subject to Article 6.8, a Director may:

a) receive a benefit from the Company in the capacity of a beneficiary of the Company.

b) be employed by the Company or enter into a contract for the supply of goods or services to the Company, other than for acting as a Director.

c) receive interest on money lent to the Company at a reasonable and proper rate not exceeding 2% per annum below the base rate of a clearing bank to be selected by the Directors, or 0.5%, whichever is the higher.

d) receive rent for premises let by the Director to the Company if the amount of the rent and the other terms of the lease are reasonable and proper.

6.8 The Company and its Directors may only rely upon the authority provided by Article 6.7 if each of the following conditions is satisfied:

a) the remuneration or other sums paid to the Director do not exceed an amount that is reasonable in all the circumstances.

b) the Director is absent from the part of any meeting at which there is discussion of:

(i) his or her employment, remuneration, or any matter concerning the contract, payment or benefit; or

(ii) his or her performance in the employment, or his or her performance of the contract; or

(iii) any proposal to enter into any other contract or arrangement with him or her or to confer any benefit upon him or her that would be permitted under Article 6.7; or

(iv) any other matter relating to a payment or the conferring of any benefit permitted by Article 6.7.

c) the Director does not vote on any such matter and is not to be counted when calculating whether a quorum of Directors is present at the meeting.

d) save in relation to employing or contracting with any Executive Director , the other Directors are satisfied that it is in the interests of the Company to employ or to contract with that Director rather than with someone who is not a Director. In reaching that decision the Directors must balance the advantage of employing a Director against the disadvantages of doing so (especially the loss of the Director's services as a result of dealing with the Director's conflict of interest).

e) the reason for their decision is recorded by the Directors in the minute book.

f) a majority of the Directors then in office have received no such payments or benefit.

6.8A The provision in Article 6.6 (c) that no Director may be employed by or receive any remuneration from the Company (other than any Executive Director) does not apply to an employee of the Company who is subsequently elected or appointed as a Director save that this Article shall only allow such a Director to receive remuneration or benefit from the Company in his capacity as an employee of the Company and provided that the procedure as set out in Articles 6.8(b)(i), (ii) and 6.8 (c) is followed.

6.9 In Articles 6.2-6.9:

a) "company" shall include any company in which the Company:

- holds more than 50% of the shares; or
- controls more than 50% of the voting rights attached to the shares; or
- has the right to appoint one or more directors to the board of the company.

b. "Director" shall include any child, stepchild, parent, grandchild, grandparent, brother, sister or spouse of the Director or any

person living with the Director as his or her partner;

c) the employment or remuneration of a Director includes the engagement or remuneration of any firm or company in which the Director is:

(i) a partner;

(ii) an employee;

(iii) a consultant;

(iv) a director;

(v) a member; or

(vi) a shareholder, unless the shares of the company are listed on a recognised stock exchange and the Director holds less than 1% of the issued capital.

7. The liability of the Members of the Company is limited.

8. Every Member of the Company undertakes to contribute such amount as may be required (not exceeding £10) to the Company's assets if it should be wound up while he or she is a Member or within one year after he or she ceases to be a member, for payment of the Company's debts and liabilities before he or she ceases to be a Member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.

9. If the Company is wound up or dissolved and after all its debts and liabilities (including any under section 2 of the Academies Act 2010) have been satisfied there remains any property it shall not be paid to or distributed among the Members of the Company (except to a member that is itself a charity), but shall be given or transferred to some other charity or charities having objects similar to the Objects which prohibits the distribution of its or their income and property to an extent at least as great as is imposed on the Company by Article 6 above, chosen by the Members of the Company at or

before the time of dissolution and if that cannot be done then to some other charitable object.

10. No alteration or addition shall be made to or in the provisions of the Articles without the written consents of the Trustees and the Diocesan Bishop.

11. No alteration or addition shall be made to or in the provisions of the Articles which would have the effect (a) that the Company would cease to be a company to which section 60 of the Companies Act 2006 applies; (b) that the Company would cease to be a charity; or (c) that any Academy or Academies established under Clause 4(a)(i) would cease to be recognised as Catholic schools in accordance with Canon Law.

MEMBERS

12. The Members of the Company shall comprise

a. the signatories to the Memorandum who shall be the Founder Members; and thereafter

b. Any person(s) who may be appointed by the Diocesan Bishop;

provided that at any time the minimum number of Members shall not be less than three.

12A. An employee of the Company cannot be a Member of the Company.

13. Each of the persons entitled to appoint Members in Articles 12 and 16 shall have the right from time to time by written notice delivered to the Office to remove any Member appointed by him and to appoint a replacement Member to fill a vacancy whether resulting from such removal or otherwise.

14. If any of the persons entitled to appoint Members in Article 12:

a. in the case of an individual, die or become legally incapacitated;

b. in the case of a corporate entity, cease to exist and are not replaced by a successor institution;

c. becomes insolvent or makes any arrangement or composition with their creditors generally; or

d. ceases to themselves be a Member.

their right to appoint Members under these Articles shall vest in the person who, according to Canon Law, is entitled to exercise ordinary jurisdiction in the area in which the Company's Head Office is situated.

15. Membership will terminate automatically if:

a. a Member (which is a corporate entity) ceases to exist and is not replaced by a successor institution;

b. a Member (which is an individual) dies or becomes incapable by reason of illness or injury of managing and administering his or her own affairs;

c. a Member becomes insolvent or makes any arrangement or composition with that Member's creditors generally; or

d. a Member who was a Member by virtue of his post ceases to hold the relevant post provided that if automatic termination in this instance would result in the number of Members being less than three, the Member shall remain a Member until a further Member is appointed (which the remaining two Members shall be free to make without the approval of the retiring Member notwithstanding the provisions of Article 16) at which time the membership of the retiring Member shall terminate.

15A. The Members may agree unanimously in writing to remove any Member(s) who is a signatory to the Memorandum other than the Diocesan Bishop (save that the agreement of the signatory to the Memorandum who is to be removed shall not be required), provided that it is in the interests of the Company to remove such a Member(s) and the approval of the Diocesan Bishop is first obtained.

16. In addition to Article 12 the Members may agree by passing a special resolution to appoint such additional Members as they think fit and may agree by passing a special resolution (save that the agreement of the Member(s) to be removed shall not be required) agree to remove any such additional Members. The Member whose proposed removal is the subject of the special resolution shall not be entitled to vote on that resolution.

16A. In exercising their rights under these Articles and the Companies Act 2006, the Members shall not do any thing or take any action which would cause the Company to contravene its Objects.

17. Every person nominated to be a Member of the Company shall either sign a written consent to become a Member or sign the register of Members on becoming a Member.

18. Any Member may resign provided that after such resignation the number of Members is not less than three. A Member shall cease to be one immediately on the receipt by the Company of a notice in writing signed by the person or persons entitled to remove him under Articles 13 or 16 provided that no such notice shall take effect when the number of Members is less than three unless it contains or is accompanied by the appointment of a replacement Member.

GENERAL MEETINGS

19. Not Used

20. The Directors may call general meetings and, on the requisition of Members pursuant to the provisions of the Companies Act 2006, shall forthwith proceed to convene a general meeting in accordance with that Act. If there are not within the United Kingdom sufficient Directors to call a general meeting, any Director or any Member of the Company may call a general meeting.

NOTICE OF GENERAL MEETINGS

21. General meetings shall be called by at least fourteen clear days' notice

but a general meeting may be called by shorter notice if it is so agreed by a majority in number of Members having a right to attend and vote and together representing not less than 90% of the total voting rights at that meeting.

21A. The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an Annual General Meeting, shall specify the meeting as such. The notice shall also state that the Member is entitled to appoint a proxy. The notice shall be given to all the Members, to the Directors and auditors.

22. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

PROCEEDINGS AT GENERAL MEETINGS.

23. No business shall be transacted at any meeting unless a quorum is present. A Member counts towards the quorum by being present either in person or by proxy. Two persons entitled to vote upon the business to be transacted, each being a Member or a proxy of a Member or a duly authorised representative of a Member organisation shall constitute a quorum.

24. If a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting 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 time and place as the Directors may determine.

25. The Diocesan Bishop shall preside as chairman of the meeting, but if the Diocesan Bishop is not present within fifteen minutes after the time appointed for holding the meeting, the Members present shall elect one of their number to be chairman.

26. Not used.

27. The Chairman of Directors shall, notwithstanding that he is not a Member, be entitled to attend and speak at any general meeting.

28. The chairman may, with the consent of a majority of the Members at 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 any adjourned meeting other than the 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, date 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.

29. A resolution put to the vote of the 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 Companies Act 2006, a poll may be demanded:-

a. by the chairman; 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.

30. Unless a poll is duly demanded a declaration by the chairman 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 such resolution.

31. The demand for a poll may be withdrawn, before the poll is taken, but only with the consent of the chairman. The withdrawal of a demand for a poll shall not invalidate the result of a show of hands declared before the demand for the poll was made.

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

33. A poll demanded on the election of the chairman 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, date and place as the chairman directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent continuance of a meeting for the transaction of any business other than the question on which the poll is 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.

34. No notice need be given of a poll not taken immediately if the time, date and place at which it is to be taken are announced at the meeting at which it is demanded. In other cases at least seven clear days' notice shall be given specifying the time, date and place at which the poll is to be taken.

35. A resolution in writing agreed by such number of Members as required if it had been proposed at a general meeting shall be as effectual as if it had been passed at a general meeting duly convened and held provided that a copy of the proposed resolution has been sent to every Member. The resolution may consist of several instruments in the like form each agreed by one or more Members.

VOTES OF MEMBERS

36. On the show of hands every Member present in person shall have one vote. On a poll every Member present in person or by proxy shall have one vote.

37. Not used.

38. No Member shall be entitled to vote at any general meeting unless all

moneys then payable by him to the Company have been paid.

39. No objections shall be raised to the qualification of any person to vote at any general meeting 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 chairman whose decision shall be final and conclusive.

40. An instrument appointing a proxy shall be in writing, signed by or on behalf of the appointer and shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Directors may approve) -

> "I/We, ……., of ……, being a Member/Members of the above named Company, hereby appoint …… of ……, or in his absence, …….. of ……. as my/our proxy to attend, speak and vote in my/our name[s] and on my/our behalf at the annual general meeting/ general meeting of the Company to be held on …..20[ ], and at any adjournment thereof.
>
> Signed on ….. 20[ ]"

41. Where it is desired to afford Members an opportunity of instructing the proxy how he shall act the instrument appointing a proxy shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Directors may approve) -

> "I/We, ……., of ……., being a Member/Members of the above-named Company, hereby appoint …. of ……., or in his absence, ….. of ……, as my/our proxy to attend, speak and vote in my/our name[s] and on my/our behalf at the annual general meeting/ general meeting of the Company, to be held on …. 20[ ], and at any adjournment thereof.
>
> This form is to be used in respect of the resolutions mentioned below as follows:

Resolution No. 1 *for * against

Resolution No. 2 *for * against.

- Strike out whichever is not desired.

Unless otherwise instructed, the proxy may vote as he thinks fit or abstain from voting.

Signed on …. 20[ ]"

42. The instrument appointing a proxy and any authority under which it is signed or a copy of such authority certified by a notary or in some other way approved by the Directors may -

a. be deposited at the 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 48 hours 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 a poll taken more than 48 hours after it is demanded, be deposited as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll;

c. where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chairman or to the Clerk or to any Director;

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

43. A vote given or poll demanded by proxy or by the duly authorised representative of a corporation 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 the office or at such other place at which the instrument of proxy was duly deposited before the commencement of the meeting or adjourned meeting at which the vote given or the poll demanded or (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.

44. Any organisation which is a Member of the Company may by resolution of its board of directors or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Company, and the person so authorised shall be entitled to exercise the same powers on behalf of the organisation which he represents as that organisation could exercise if it were an individual Member of the Company.

DIRECTORS

45. The number of Directors shall be not less than three but (unless otherwise determined by ordinary resolution) shall not be subject to any maximum.

45A. All Directors shall upon their appointment or election, and before exercising any duties as a Director, give a written undertaking to the Trustees and the Diocesan Bishop to uphold the Objects of the Academy Trust and to adhere to the principles set out in the Diocesan Memorandum of Understanding.

46. Subject to Articles 48-49, the Company shall have the following Directors:

a. Foundation Directors appointed under Article 50;

b. Directors, appointed under Article 50A;

c. Executive Directors, appointed under Article 50B;

d. a minimum of 2 Parent Directors appointed by the Directors whether after election or otherwise under Articles 53-56in the

event that no provision is made under Article 101, or is planned, for at least 2 Parent Local Governors on each Local Governing Body established under Article 100(a);

e. Co-opted Directors appointed under Article 58.

47. Not Used.

48. The first Directors shall be those persons named, with the written consent of the Diocesan Bishop, in the statement delivered pursuant to sections 9 and 12 of the Companies Act 2006.

49. Future Directors shall be appointed or elected, as the case may be, under these Articles. Where it is not possible for such a Director to be appointed or elected due to the fact that an Academy has not yet been established, then the relevant Article or part thereof shall not apply.

APPOINTMENT OF DIRECTORS

50. The Diocesan Bishop shall appoint such number of Foundation Directors as shall ensure that at all times the number of Foundation Directors exceeds the other Directors (including any Co-opted Directors) by at least two.

50A. Subject to Article 50 the Directors may appoint Directors through such process as they may determine.

50B. Subject to Article 50 the Directors may appoint Executive Directors through such process as they may determine but shall ensure that the total number of Directors who are employees of the Company does not exceed one third of the total number of Directors.

50C. In any circumstances where the Secretary of State is entitled to serve a warning notice under the Relevant Funding Agreement or in the opinion of the Diocesan Bishop standards or the Catholic life of the school at any Academy have fallen unacceptably low or the Directors are failing to meet the commitments on the part of the Directors as set out in the Diocesan

Memorandum of Understanding then the Diocesan Bishop may stipulate that one or more of the following shall be appointed as a Director for such term as the Diocesan Bishop shall provide:

a. the Director of Education of the Diocesan Education Service;

b. the Financial Secretary to the Diocese;

who shall serve on the board of Directors in an ex officio capacity.

ACADEMY DIRECTORS

51. Not Used

52. Not Used

PARENT DIRECTORS

53. In circumstances where the Directors have not appointed Local Governing Bodies in respect of the Academies as envisaged in Article 100(a), or there are no plans to include at least two Parent Local Governors on each Local Governing Body within 6 months, there shall be a minimum of two Parent Directors.

54A. Subject to Article 55, Parent Directors and Parent Local Governors shall be appointed (in accordance with Articles 54B-56 or otherwise on the terms of reference determined by the Directors from time to time).

54B. A Parent Director must be a parent, or an individual exercising parental responsibility of a registered pupil at one or more of the Academies at the time when he or she is appointed A Parent Local Governor of a Local Governing Body must be a parent, or an individual exercising parental responsibility, of a registered pupil at one or more of the Academies overseen by the Local Governing Body at the time when he or she is appointed.

54C. In a 16-19 Academy a Parent Director must be a parent, or an individual exercising parental responsibility, of a registered student at the 16-19 Academy; or where it is not reasonably practicable to do so, a person who

is the parent, or an individual exercising parental responsibility, of a child of above compulsory school age but not above the age of 19.

55. The Directors shall make all necessary arrangements for, and determine all other matters relating to, an election of the Parent Directors or Parent Local Governors, including any question of whether a person is a parent, or an individual exercising parental responsibility, of a registered pupil at one of the Academies. Any election of the Parent Directors or Parent Local Governors which is contested shall be held by secret ballot. For the purposes of any election of Parent Local Governors, any parent, or an individual exercising parental responsibility, of a registered pupil at the Academies overseen by the Local Governing Body shall be eligible to vote.

56. If the number of parents, or individuals exercising parental responsibility, standing for election is less than the number of vacancies, the Directors shall appoint a Parent Director or Parent Local Governor meeting the requirements in Article 54B. If it is not reasonably practicable to do so, the Directors may appoint a person who is the parent, or an individual exercising parental responsibility, of a child within the age range of at least one of the Academies or, in the case if an appointment to a Local Governing Body, the age range of at least one of the Academies overseen by that Local Governing Body.

EXECUTIVE DIRECTORS

57. Any Executive Director shall be a Director for as long as he remains in office.

CO-OPTED DIRECTORS

58. Subject to Article 50 the Directors may appoint Co-opted Directors. A 'Co-opted Director' means a person who is appointed to be a Director by being Co-opted by Directors who have not themselves been so appointed. The Directors may not co-opt an employee of the Company as a Co-opted Director if thereby the number of Directors who are employees of the Company would exceed one third of the total number of Directors.

APPOINTMENT OF ADDITIONAL DIRECTORS

59. Not Used

60. Not Used

61. Not Used

62. Not Used

63. Not Used

TERM OF OFFICE

64. The term of office for any Director shall be 4 years or a shorter period if specified at the time of appointment by the person or body appointing, save that this time limit shall not apply to the Co-opted Directors or to any post which is held ex officio. Co-opted Directors shall be appointed for a period of one year. Subject to remaining eligible to be a particular type of Director, any Director may be re-appointed or re-elected.

RESIGNATION AND REMOVAL

65. A Director shall cease to hold office if he resigns his office by notice to the person or body that made the appointment (but only if at least three Directors will remain in office when the notice of resignation is to take effect).

66. A Director shall cease to hold office if he is removed by the person or persons who appointed him, or otherwise by ordinary resolution of the Members in accordance with the Companies Act 2006.

67. Where a Director resigns his office or is removed from office, those accepting his resignation or removing him, shall give written notice thereof to the Clerk.

SUSPENSION

67A. The board of Directors may by resolution passed at a meeting of the Directors suspend a Director, other than a Foundation Director, for all or any

meeting of the Company, or of a committee, for a fixed period of up to 6 months where the Director has acted in a way that is inconsistent with the Articles or the professional ethos of the board of Directors and has brought or is likely to bring the Company and any of its Academies or the office of the Director into disrepute. In the event that any Foundation Director has acted in a way that is inconsistent with the Articles or the professional ethos of the board of Directors and has brought or is likely to bring the Company and any of its Academies or the office of the Director into disrepute, the board of Directors may petition the Diocesan Bishop with a request for the suspension of the Foundation Director. The Diocesan Bishop who appointed a Foundation director may suspend him as a Director.

67B. A resolution to suspend a Director from office does not have effect unless the matter is specified as an item of business on the agenda for the meeting.

67C. Before a vote is taken on a resolution to suspend a Director, the Director proposing the resolution must at the meeting state the reasons for doing so. In addition the Director who is the subject of the resolution must be given the opportunity to make a statement in response before withdrawing from the meeting.

67D. Nothing in Articles 67A-C may be read as affecting the right of a Director who has been suspended to receive notices of, and agendas and reports or other papers for, meetings of the board of Directors during the period of their suspension.

67E. A Director may not be disqualified from continuing to hold office for failure to attend any meeting of the board of Trustees under Article 71 while suspended under Article 67A.

DISQUALIFICATION OF DIRECTORS

68. No person shall be qualified to be a Director unless he is aged 16 or over at the date of his election or appointment.

69. A Director shall cease to hold office if he becomes incapable by reason of illness or injury of managing or administering his own affairs.

70. A Director shall cease to hold office if he is absent without the permission of the Directors from all their meetings held within a period of six months and the Directors resolve that his office be vacated.

71. A person shall be disqualified from holding or continuing to hold office as a Director if -

a. his estate has been sequestrated and the sequestration has not been discharged, annulled or reduced; or

b. he is the subject of a bankruptcy restrictions order or an interim order.

72. A person shall be disqualified from holding or continuing to hold office as a Director at any time when he is subject to a disqualification order or a disqualification undertaking under the Company Directors Disqualification Act 1986 or to an order made under section 429(2)(b) of the Insolvency Act 1986 (failure to pay under county court administration order).

73. A Director shall cease to hold office if he ceases to be a Director by virtue of any provision in the Companies Act 2006 or is disqualified from acting as a trustee by virtue of section 178 of the Charities Act 2011 (or any statutory re-enactment or modification of that provision).

74. A person shall be disqualified from holding or continuing to hold office as a Director if he has been removed from the office of charity trustee or trustee for a charity by an order made by the Charity Commission or the High Court on the grounds of any misconduct or mismanagement in the administration of the charity for which he was responsible or to which he was privy, or which he by his conduct contributed to or facilitated.

75. A person shall be disqualified from holding or continuing to hold office as a Director if he has not given the written undertaking described in Article 45A (or Article 103)

76. Not Used

77. A person shall be disqualified from holding or continuing to hold office as a Director where he has, at any time, been convicted of any criminal offence, excluding any that have been spent under the Rehabilitation of Offenders Act 1974 as amended, and excluding any offence for which the maximum sentence is a fine or a lesser sentence except where a person has been convicted of any offence which falls under section 178 of the Charities Act 2011.

78. After the first Academy has opened, a person shall be disqualified from holding or continuing to hold office as a Director if, being a Foundation Director he has not provided to an officer of the Diocesan Bishop, or being another category of Director, he has not provided to the chairman of the Directors a criminal records certificate at an enhanced disclosure level under section 113B of the Police Act 1997. In the event that the certificate discloses any information which would in the opinion of either the Diocesan Bishop or the chairman confirm their unsuitability to work with children that person shall be disqualified. If a dispute arises as to whether a person shall be disqualified, a referral shall be made to the Secretary of State to determine the matter. The determination of the Secretary of State shall be final.

79. Where, by virtue of these Articles a person becomes disqualified from holding, or continuing to hold office as a Director; and he is, or is proposed, to become such a Director, he shall upon becoming so disqualified give written notice of that fact to the Clerk.

80. Articles 68 to 79 and Articles 97-98 also apply to any member of any committee of the Directors, including a Local Governing Body , who is not a Director.

CLERK TO THE DIRECTORS

81. The Clerk shall be appointed by the Directors for such term, at such remuneration and upon such conditions as they may think fit; and any Clerk so appointed may be removed by them. The Clerk shall not be a Director or a

Principal.

Notwithstanding this Article, the Directors may, where the Clerk fails to attend a meeting of theirs, appoint any one of their number or any other person to act as Clerk for the purposes of that meeting. The Clerk must have achieved any qualification or completed any training as prescribed by the Diocesan Bishop and notified to the Company or do so within six months of appointment. The Clerk may, but need not be, the appointed company secretary of the Academy Trust.

CHAIRMAN AND VICE-CHAIRMAN OF THE DIRECTORS

82. The Directors shall each school year elect a chairman and a vice-chairman from among the Foundation Directors. A Director who is employed by the Company shall not be eligible for election as chairman or vice-chairman.

83. Subject to Article 84, the chairman or vice-chairman shall hold office for such period, up to three years, as specified at the time of election and until his successor has been elected in accordance with Article 85.

84. The chairman or vice-chairman may at any time resign his office by giving notice in writing to the Clerk. The chairman or vice-chairman shall cease to hold office if -

a. he ceases to be a Foundation Director;

b. he is employed by the Company;

c. he is removed from office in accordance with these Articles; or

d. in the case of the vice-chairman, he is elected in accordance with these Articles to fill a vacancy in the office of chairman.

85. Where by reason of any of the matters referred to in Article 84, a vacancy arises in the office of chairman or vice-chairman, the Directors shall at their next meeting elect one of their number to fill that vacancy.

86. Where the chairman is absent from any meeting or there is at the time a vacancy in the office of the chairman, the vice-chairman shall act as the chair for the purposes of the meeting.

87. Not Used

88. Not Used

89. Not Used

90. The Directors may remove the chairman or vice-chairman from office in accordance with these Articles.

91. A resolution to remove the chairman or vice-chairman from office which is passed at a meeting of the Directors shall not have effect unless -

(i) it is confirmed by a resolution passed at a second meeting of the Directors held not less than fourteen days after the first meeting; and

(ii) the matter of the chairman's or vice-chairman's removal from office is specified as an item of business on the agenda for each of those meetings.

92. Before the Directors resolve at the relevant meeting on whether to confirm the resolution to remove the chairman or vice-chairman from office, the Director or Directors proposing his removal shall at that meeting state their reasons for doing so and the chairman or vice-chairman shall be given an opportunity to make a statement in response.

POWERS OF DIRECTORS

93. Subject to provisions of the Companies Act 2006, the Articles and to any directions given by special resolution, the business of the Company shall be managed by the Directors who may exercise all the powers of the Company. No alteration of the Articles and no such direction shall invalidate any prior act of the Directors which would have been valid if that alteration had not been made or that direction had not been given. The powers given

by this Article shall not be limited by any special power given to the s by the Articles and a meeting of Directors at which a quorum is present may exercise all the powers exercisable by the Directors.

94. In addition to all powers hereby expressly conferred upon them and without detracting from the generality of their powers under the Articles the Directors shall have the following powers, namely:

a. to expend the funds of the Company in such manner as they shall consider most beneficial for the achievement of the Objects and to invest in the name of the Company such part of the funds as they may see fit and to direct the sale or transposition of any such investments and to expend the proceeds of any such sale in furtherance of the Objects;

b. to enter into contracts on behalf of the Company.

95. In the exercise of their powers and functions, the Directors may consider any advice given by the Diocesan Sponsor Authority, any Executive Director(s) and the Principals and any other executive officer.

96. Any bank account in which any money of the Company is deposited shall be operated by the Directors in the name of the Company. All cheques and orders for the payment of money, including electronic payments, from such an account shall be signed, or authorised, by at least two signatories authorised by the Directors.

CONFLICTS OF INTEREST

97. Any Director who has or can have any direct or indirect duty or personal interest (including but not limited to any Personal Financial Interest) which conflicts or may conflict with his duties as a Director shall disclose that fact to the Directors as soon as he becomes aware of it. A Director must absent himself from any discussions of the Directors in which it is possible that a conflict will arise between his duty to act solely in the interests of the Company and any duty or personal interest (including but not limited to any

Personal Financial Interest).

98. For the purpose of Article 97, a Director has a Personal Financial Interest in the employment or remuneration of, or the provision of any other benefit to, that Director as permitted by and as defined by Articles 6.5-6.9.

98A A conflict of interest or conflict of loyalty shall not be deemed to occur solely from the fact that any Member or Director is also a trustee, charity trustee, governor or director of any Catholic school, Diocese, or religious order, or of any other charity which permits its land to be occupied by a Catholic school or schools or other educational institution(s).

THE MINUTES

99. The minutes of the proceedings of a meeting of the Directors shall be drawn up and entered into a book kept for the purpose by the person acting as Clerk for the purposes of the meeting; and shall be signed (subject to the approval of the Directors) at the same or next subsequent meeting by the person acting as chairman thereof. The minutes shall include a record of:

a. all appointments of officers made by the Directors; and

b. all proceedings at meetings of the Company and of the Directors and of committees of Directors including the names of the Directors present at each such meeting.

COMMITTEES

100. Subject to these Articles, the Directors:

a. may appoint separate committees to be known as Local Governing Bodies for each Academy and the Directors shall be free to appoint one committee for several Academies if they so wish; and

b. may establish any other committee

101. Subject to these Articles, the constitution, membership and

proceedings of any committee shall be determined by the Directors. The establishment, terms of reference, constitution and membership of any committee of the Directors shall be reviewed at least once in every twelve months. The membership of any committee of the Directors may include persons who are not Directors, provided that (with the exception of the Local Governing Bodies) a majority of members of any such committee shall be Directors. Except in the case of a Local Governing Body, no vote on any matter shall be taken at a meeting of a committee of the Directors unless the majority of members of the committee present are Directors.

102. The power of delegation exercised under Article 105 in relation to the establishment of a Local Governing Body for an Academy shall be by way of Scheme of Delegation, which shall be consistent with the principles set out in the Diocesan Memorandum of Understanding and will take account of any advice issued from time to time by the Diocesan Education Service.

103. All members of a Local Governing Body shall upon their appointment or election, and before exercising any duties as a member of the Local Governing Body, give a written undertaking to the Directors, the Trustees and the Diocesan Bishop to uphold the Objects of the Company and to adhere to the principles set out in the Diocesan Memorandum of Understanding.

104. The functions, duties and proceedings of the Local Governing Bodies shall be subject to regulations made by the Directors from time to time.

DELEGATION

105A. The Directors shall not delegate the following functions:

a. the preservation and development of the educational character and mission of the Company and its Academies;

b. The approval of the consolidated annual estimates of income and expenditure of the Company;

c. the responsibility for ensuring the solvency of the Company and its Academies;

d. the appointment of the Clerk, (including where the Clerk is, or is to be, appointed as a member of staff, the Clerk's appointment in the capacity of a member of staff); and

e. the modification or revocation of the these Articles.

105AA. The Directors shall not delegate the following functions:

a. the appointment of any senior Catholic post; and

b. the approval of the annual estimates of income and expenditure for one or more Academies;

other than to a Local Governing Body.

105B. The Directors may not delegate:

a. the consideration of the case for dismissal, and

b. the power to determine an appeal,

in connection with the dismissal of the holder of a senior Catholic post, other than to a committee of the members of the Board of Directors or members of a Local Governing Body.

105C. The Directors may delegate, subject to 105A and B, to any Director, committee (including any Local Governing Body), or any holder of an executive office, such of their powers or functions as they consider desirable to be exercised by them. Any such delegation shall be made in writing and subject to any conditions the Directors may impose, and may be revoked or altered.

106. Where any power or function of the Directors has been exercised by any committee (including any Local Governing Body) , any Director, or any holder of an executive office, that person or committee shall report to the Directors in respect of any action taken or decision made with respect to the exercise of that power or function at the meeting of the Directors immediately following the taking of the action or the making of the decision.

EXECUTIVE DIRECTORS AND PRINCIPALS

107. Any appointment of any Executive Director and the Principals of the Academies shall be first approved by the Diocesan Bishop. The Directors may delegate such powers and functions as they consider are required by any Executive Director and/or the Principals for the internal organisation, management and control of the Academies (including the implementation of all policies approved by the Directors and for the direction of the teaching and curriculum at the Academies).

MEETINGS OF THE DIRECTORS

108. Subject to these Articles, the Directors may regulate their proceedings as they think fit.

109. The Directors shall hold at least three meetings in every school year. Meetings of the Directors shall be convened by the Clerk. In exercising his functions under this Article the Clerk shall comply with any direction -

a. given by the Directors; or

b. given by the chairman of the Directors or, in his absence or where there is a vacancy in the office of chairman, the vice-chairman of the Directors, so far as such direction is not inconsistent with any direction given as mentioned in (a).

110. Any three Directors may, by notice in writing given to the Clerk, requisition a meeting of the Directors; and it shall be the duty of the Clerk to convene such a meeting as soon as is reasonably practicable.

111. Each Director shall be given at least seven clear days before the date of a meeting –

(i) notice in writing thereof, signed by the Clerk, and sent to each Director at the address provided by each Director from time to time; and

(ii) a copy of the agenda for the meeting;

provided that where the chairman or, in his absence or where there is a vacancy in the office of chairman, the vice-chairman, so determines on the ground that there are matters demanding urgent consideration, it shall be sufficient if the written notice of a meeting, and the copy of the agenda thereof are given within such shorter period as he directs.

112. The convening of a meeting and the proceedings conducted thereat shall not be invalidated by reason of any individual not having received written notice of the meeting or a copy of the agenda thereof.

113. A resolution to rescind or vary a resolution carried at a previous meeting of the Directors shall not be proposed at a meeting of the Directors unless the consideration of the rescission or variation of the previous resolution is a specific item of business on the agenda for that meeting.

114. A meeting of the Directors shall be terminated forthwith if -

a. the Directors so resolve; or

b. the number of Directors present ceases to constitute a quorum for a meeting of the Directors in accordance with Article 117, subject to Article 119 .

115. Where in accordance with Article 114 a meeting is not held or is terminated before all the matters specified as items of business on the agenda for the meeting have been disposed of, a further meeting shall be convened by the Clerk as soon as is reasonably practicable, but in any event within seven days of the date on which the meeting was originally to be held or was so terminated.

116. Where the Directors resolve in accordance with Article 114 to adjourn a meeting before all the items of business on the agenda have been disposed of, the Directors shall before doing so determine the time and date at which a further meeting is to be held for the purposes of completing the consideration of those items, and they shall direct the Clerk to convene a meeting accordingly.

117. Subject to Article 119, the quorum for a meeting of the Directors, and any vote on any matter thereat, shall be any three Directors, or, where greater, any one third (rounded up to a whole number) of the total number of Directors holding office at the date of the meeting, who are in each case present at the meeting and entitled to vote on the matters to be resolved.

118. The Directors may act notwithstanding any vacancies in their number, but, if the numbers of Directors is less than the number fixed as the quorum, the continuing Directors may act only for the purpose of filling vacancies or of calling a general meeting.

119. The quorum for the purposes of—

a. any vote on the removal of a Director in accordance with Article 66;

b. any vote on the removal of the chairman of the Directors in accordance with Article 90;

shall be any two-thirds (rounded up to a whole number) of the persons who are at the time Directors present at the meeting and entitled to vote on those respective matters.

120. Subject to these Articles, every question to be decided at a meeting of the Directors shall be determined by a majority of the votes of the Directors present and voting on the question. Every Director shall have one vote.

121. Subject to Articles 117-119, where there is an equal division of votes, the chairman of the meeting shall have a casting vote in addition to any other vote he may have.

122. The proceedings of the Directors shall not be invalidated by

a. any vacancy among their number; or

b. any defect in the election, appointment or nomination of any Director.

123. A resolution in writing, signed by all the Directors entitled to receive notice of a meeting of Directors or of a committee of Directors, shall be valid and effective as if it had been passed at a meeting of Directors or (as the case may be) a committee of Directors duly convened and held. Such a resolution may consist of several documents in the same form, each signed by one or more of the Directors.

124. Subject to Article 125, the Directors shall ensure that a copy of

a. the agenda for every meeting of the Directors;

b. the draft minutes of every such meeting, if they have been approved by the person acting as chairman of that meeting;

a. the signed minutes of every such meeting; and

b. any report, document or other paper considered at any such meeting,

are, as soon as is reasonably practicable, made available at every Academy to persons wishing to inspect them.

125. There may be excluded from any item required to be made available in pursuance of Article 124, any material relating to -

a. a named teacher or other person employed, or proposed to be employed, at any Academy;

b. a named pupil or named student at, or candidate for admission or referral to, any Academy; and

c. any matter which, by reason of its nature, the Directors are satisfied should remain confidential.

126. Any Director shall be able to participate in meetings of the Directors by telephone or video conference provided that:

a. he has given notice of his intention to do so detailing the telephone number on which he can be reached and/or

appropriate details of the video conference suite from which he shall be taking part at the time of the meeting at least 48 hours before the meeting; and,

b. the Directors have access to the appropriate equipment if after all reasonable efforts it does not prove possible for the person to participate by telephone or video conference the meeting may still proceed with its business provided it is otherwise quorate.

PATRONS AND HONORARY OFFICERS

127. The Directors may from time to time, with the consent of the Diocesan Bishop, appoint any person whether or not a Member of the Company to be a patron of the Company or to hold any honorary office and may determine for what period he is to hold such office.

THE SEAL

128. The seal, if any, shall only be used by the authority of the Directors or of a committee of Directors authorised by the Directors. The Directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Director and by the Clerk or by a second Director.

ACCOUNTS

129. Accounts shall be prepared in accordance with the relevant Statement of Recommended Practice as if the Company was a non-exempt charity and Parts 15 and 16 of the Companies Act 2006 and shall file these with the Secretary of State and the Principal Regulator by 31 December each Academy Financial Year.

ANNUAL REPORT

130. The Directors shall prepare its Annual Report in accordance with the Statement of Recommended Practice as if the Company was a non-exempt charity and shall file these with the Secretary of State and the Principal

Regulator by 31 December each Academy Financial Year.

ANNUAL RETURN

131. The Directors shall comply with their obligations under Part 24 of the Companies Act 2006 (or any statutory re-enactment or modification of that Act) with regard to the preparation of an annual return to the Registrar of Companies and in accordance with the Statement of Recommended Practice as if the Company was a non-exempt charity and to the Secretary of State and the Principal Regulator by 31 December each Academy Financial Year.

NOTICES

132. Any notice to be given to or by any person pursuant to the Articles (other than a notice calling a meeting of the directors) shall be in writing or shall be given using electronic communications to an address for the time being notified for that purpose to the person giving the notice. In these Articles, "Address" in relation to electronic communications, includes a number or address used for the purposes of such communications.

133. A notice may be given by the Company to a Member either personally or by sending it by post in a prepaid envelope addressed to the Member at his registered address or by leaving it at that address or by giving it using electronic communications to an address for the time being notified to the Company by the Member. A Member whose registered address is not within the United Kingdom and who gives to the Company an address within the United Kingdom at which notices may be given to him, or an address to which notices may be sent using electronic communications, shall be entitled to have notices given to him at that address, but otherwise no such Member shall be entitled to receive any notice from the Company.

134. A Member present, either in person or by proxy, at any meeting of the Company shall be deemed to have received notice of the meeting and, where necessary, of the purposes for which it was called.

135. Proof that an envelope containing a notice was properly addressed,

prepaid and posted shall be conclusive evidence that the notice was given. Proof that a notice contained in an electronic communication was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of 48 hours after the envelope containing it was posted or, in the case of a notice contained in an electronic communication, at the expiration of 48 hours after the time it was sent.

INDEMNITY

136. Subject to the provisions of the Companies Act 2006 every Director or other officer or auditor of the Company shall be indemnified out of the assets of the Company against any liability incurred by him in that capacity in defending any proceedings, whether civil or criminal, in which judgment is given in favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.

RULES

137. The Directors may from time to time make such rules or bye laws, with the consent of the Diocesan Bishop , as they may deem necessary or expedient or convenient for the proper conduct and management of the Company and in particular but without prejudice to the generality of the foregoing, they may by such rules or bye laws regulate:

a. subject to any agreement between the Members, the conduct of Members of the Company in relation to one another;

b. the setting aside of the whole or any parts of premises owned by the Company at any particular time or times or for any particular purpose or purposes;

c. the procedure at general meetings and meetings of the Directors

and committees of the Directors and meetings of the Local Governing Bodies which is not to have Local Governing Bodies in so far as such procedure is not regulated by the Articles; and,

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

138. The Company in general meeting shall have power to alter, add or to repeal the rules or bye laws and the Directors shall adopt such means as they think sufficient to bring to the notice of Members of the Company all such rules or bye laws, which shall be binding on all Members of the Company. Provided that no rule or bye law shall be inconsistent with, or shall affect or repeal anything contained in the Articles.