

FILE COPY



**CERTIFICATE OF INCORPORATION
OF A
PRIVATE COMPANY LIMITED BY GUARANTEE**

Company Number **11512554**

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

CONFEDERATION OF SCHOOL TRUSTS LIMITED

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 **13th August 2018**



* N11512554B *



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: **10/08/2018**

X7C14R8P

*Company Name in
full:*

CONFEDERATION OF SCHOOL TRUSTS LIMITED

Company Type:

Private company limited by guarantee

*Situation of
Registered Office:*

England and Wales

*Proposed Registered
Office Address:*

**GEORGE SPENCER ACADEMY TRUST ARTHUR MEE ROAD
STAPLEFORD
NOTTINGHAM
NOTTINGHAMSHIRE
UNITED KINGDOM NG9 7EW**

Sic Codes:

74990

Proposed Officers

Company Director *1*

Type: **Person**

Full Forename(s): **MR ROY WILLIAM**

Surname: **BLACKWELL**

Service Address: **recorded as Company's registered office**

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

Date of Birth: ****/05/1949** *Nationality:* **BRITISH**

Occupation: **CEO**

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

Persons with Significant Control (PSC)

Statement of initial significant control

On incorporation, there will be someone who will count as a Person with Significant Control (either a registerable person or relevant legal entity (RLE)) in relation to the company

Relevant Legal Entity (RLE) details

Company Name: **FREEDOM AND AUTONOMY FOR SCHOOLS - NATIONAL ASSOCIATION**

Service Address: **ARTHUR MEE ROAD STAPLEFORD
NOTTINGHAM
NOTTINGHAMSHIRE
NG9 7EW**

Legal Form: **PRIVATE COMPANY LIMITED BY GUARANTEE**

Governing Law: **UNITED KINGDOM**

Register Location: **UNITED KINGDOM**

Country/State: **UNITED KINGDOM**

Registration Number: **05303883**

<i>Nature of control</i>	The relevant legal entity holds, directly or indirectly, 75% or more of the shares in the company.
<i>Nature of control</i>	The relevant legal entity holds, directly or indirectly, 75% or more of the voting rights in the company.
<i>Nature of control</i>	The relevant legal entity has the right, directly or indirectly, to appoint or remove a majority of the board of directors of the company.

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:

- payments 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: **FREEDOM AND AUTONOMY FOR SCHOOLS - NATIONAL ASSOCIATION**

Address **ARTHUR MEE ROAD STAPLEFORD
NOTTINGHAM
NOTTINGHAMSHIRE
NG9 7EW**

Amount Guaranteed **GBP1**

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

CONFEDERATION OF SCHOOL TRUSTS LIMITED

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
FREEDOM AND AUTONOMY FOR SCHOOLS - NATIONAL ASSOCIATION	FREEDOM AND AUTONOMY FOR SCHOOLS - NATIONAL ASSOCIATION

Dated 10/8/2018

The Companies Act 2006
Company Limited by Guarantee
and not having a Share Capital

Articles of Association
of
CONFEDERATION OF SCHOOL TRUSTS LIMITED

SK | STONE KING

MWT
055140/0012

THE COMPANIES ACT 2006
Company Limited by Guarantee and not having a Share Capital

ARTICLES OF ASSOCIATION
OF
CONFEDERATION OF SCHOOL TRUSTS LIMITED

1 NAME

- 1.1 The name of the company is Confederation of School Trusts Limited (the “**Company**”).

2 REGISTERED OFFICE

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

3 OBJECTS

- 3.1 The objects of the Company are unrestricted.

4 POWERS

The Company has the following powers:

- 4.1 to provide advice or information;
- 4.2 to advertise in such manner as may be thought expedient;
- 4.3 to co-operate with other bodies and to exchange information and advice with them;
- 4.4 to borrow money and give security for loans or other obligations including entering into any related derivative arrangement, but only where the derivative arrangement is:
 - 4.4.1 ancillary to the transaction;
 - 4.4.2 an integral part of managing the Company's debt entered into in order to manage risk association with the transaction; and
 - 4.4.3 not a purely speculative transaction;
- 4.5 to acquire or hire property of any kind, and to alter and maintain any such property as may be required from time to time;
- 4.6 to sell, lease or otherwise dispose of property of any kind;
- 4.7 to set aside funds for special purposes or as reserves against future expenditure but only in accordance with a written policy about reserves;
- 4.8 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;
- 4.9 to insure the property of the Company against any foreseeable risk and take out other insurance policies to protect the Company when required;
- 4.10 to provide indemnity insurance for the Directors;
- 4.11 subject to Article 5 to employ paid or unpaid agents staff or advisers;
- 4.12 to enter into contracts to provide services to or on behalf of other bodies;

- 4.13 to establish, hold shares in, or acquire subsidiary companies, other companies or entities and to acquire, merge with or enter into any partnership or joint venture arrangement with any other company;
- 4.14 to pay out of the funds of the Company the costs of forming and registering the Company; and
- 4.15 to do anything else within the law which promotes the success of the Company.

5 DECISION-MAKING BY DIRECTORS

- 5.1 The general rule about decision-making by directors is that any decision of the directors must be either a majority decision at a meeting or a decision taken in accordance with clause 10.7 (written resolutions).
- 5.2 the general rule does not apply, and the director may take decisions without regard to any of the provisions of the articles relating to directors' decision-making If:
 - 5.2.1 the company only has one director, and
 - 5.2.2 no provision of the articles requires it to have more than one director.
- 5.3 If a proposed decision of the directors is concerned with an actual or proposed transaction or arrangement with the company in which a director is interested, that director is not to be counted as participating in the decision-making process for quorum or voting purposes.
- 5.4 But if Article 5.5 applies, a director who is interested in an actual or proposed transaction or arrangement with the company is to be counted as participating in the decision-making process for quorum and voting purposes.
- 5.5 This Article applies when:
 - 5.5.1 there is only one director of the Company;
 - 5.5.2 the company by ordinary resolution disapplies the provision of the articles which would otherwise prevent a director from being counted as participating in the decision-making process;
 - 5.5.3 the director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest; or
 - 5.5.4 the director's conflict of interest arises from a permitted cause.
- 5.6 For the purposes of this article, the following are permitted causes:
 - 5.6.1 a guarantee given, or to be given, by or to a director in respect of an obligation incurred by or on behalf of the company or any of its subsidiaries;
 - 5.6.2 subscription, or an agreement to subscribe, for securities of the company or any of its subsidiaries, or to underwrite, sub-underwrite, or guarantee subscription for any such securities; and
 - 5.6.3 arrangements pursuant to which benefits are made available to employees and directors or former employees and directors of the company or any of its subsidiaries which do not provide special benefits for directors or former directors.
- 5.7 For the purposes of this article, references to proposed decisions and decision-making processes include any directors' meeting or part of a directors' meeting.
- 5.8 Subject to Article 5.9, if a question arises at a meeting of directors or of a committee of directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chairman whose ruling in relation to any director other than the chairman is to be final and conclusive.

- 5.9 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairman, the question is to be decided by a decision of the directors at that meeting, for which purpose the chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

6 MEMBERSHIP

- 6.1 The Company must maintain a register of the names and address of the Members.
- 6.2 The first Members of the Company shall be the subscribers to the Memorandum.
- 6.3 Subsequent Members of the Company shall be:
- 6.3.1 the Directors; and
 - 6.3.2 any person who:
 - (a) consents in writing to become a Member;
 - (b) applies to the Company in the form approved by the Directors; and
 - (c) is approved by the Directors.
- 6.4 The Directors may only refuse an application for membership if, acting reasonably and properly, they consider it to be in the best interests of the Company to refuse the application. The Directors must inform the applicant in writing of the reasons for the refusal within twenty one Clear Days of the decision. The Directors must consider any written representations the applicant may make within 14 Clear Days of being notified about the decision. The Directors' decision following any written representations must be notified to the applicant in writing but shall be final.
- 6.5 Membership is terminated if the Member concerned:
- 6.5.1 gives written notice of resignation to the Company unless, after the resignation, there would be less than two members;
 - 6.5.2 dies or, if it is an organisation, ceases to exist;
 - 6.5.3 is removed from Membership by 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
- 6.6 Membership of the Company is not transferable.

7 LIABILITY OF MEMBERS AND GUARANTEE

The liability of Members is limited to a sum not exceeding £1, being the amount that each Member undertakes to contribute to the assets of the Company in the event of its being wound up while he, she or it is a Member or within one year after he, she or it ceases to be a Member for:

- 7.1.1 payment of those debts and liabilities of the Company incurred before he, she or it ceased to be a Member;
- 7.1.2 payment of the costs, charges and expenses of winding up the Company; and
- 7.1.3 the adjustment of rights of contributors among themselves.

8 GENERAL MEETINGS OF MEMBERS

8.1 Attendance

- 8.1.1 Members are entitled to attend general meetings.

8.1.2 A Director or Secretary shall, notwithstanding that he or she is not a Member, be entitled to attend and speak at any general meeting.

8.1.3 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.

8.2 Notice

8.2.1 A general meeting may be called at any time by the Directors and must be called on a 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.

8.2.2 Subject to Article 8.2.3, general meetings are called on at least fourteen Clear Days' notice (unless the Act requires a longer notice period) specifying:

- (a) the time, date and place of the meeting;
- (b) the general nature of the business to be transacted;
- (c) the terms of any proposed special resolution; and
- (d) notifying Members of their right to appoint a proxy under section 324 of the Act and Article 8.8.

8.2.3 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 agree.

8.2.4 Notice of general meetings should be given to every Member and Director, and to the Company's auditors.

8.2.5 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.

8.3 Quorum

8.3.1 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 in person or by proxy or by the duly authorised representative of an organisation, is at least fifty percent of the total Membership.

8.3.2 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 time and place as the Directors may determine.

8.4 Chairperson of the Meeting

8.4.1 The Chairperson or (if the Chairperson is unable or unwilling to do so) some other Director elected by the board of Directors presides at a general meeting.

8.4.2 If no Director is willing to act as chairperson, 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 chairperson.

8.5 Adjournment

The chairperson 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. If the meeting is adjourned for less than fourteen days it shall not be necessary to give any such notice.

8.6 Voting General

- 8.6.1 Except where otherwise provided by the Articles or the Act, every issue is decided by an ordinary resolution.
- 8.6.2 On a poll or a show of hands, votes may be given either personally or by the duly authorised representative of an organisation or by proxy in accordance with the provisions of Article 8.8.
- 8.6.3 On a show of hands or a poll every Member who (being an individual) is present in person or by proxy or (being an organisation) is present by a duly authorised representative or by proxy, shall have one vote, unless the proxy (in either case) or the duly authorised representative is a Member in their own right entitled to vote in which case they shall be entitled to a vote in their own right and a vote as a proxy.
- 8.6.4 A Member in respect of whom an order has been made by any court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental incapacity may vote, whether on a show of hands or on a poll, by his or her deputy, registered attorney, curator bonis or other person authorised in that behalf appointed by that court, and any such deputy, registered attorney, curator bonis or other person may, on a show of hands or on a poll, vote by proxy. Evidence to the satisfaction of the Directors of the authority of the person claiming to exercise the right to vote shall be deposited at the Company's registered office, or at such other place as is specified in accordance with these Articles for the deposit of instruments of proxy, not less than forty eight hours (excluding public holidays and weekends) before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in default the right to vote shall not be exercisable.
- 8.6.5 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 chairperson whose decision shall be final and conclusive.

8.7 Poll Voting

- 8.7.1 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 chairperson; or
 - (b) by at least five Members having the right to vote at the meeting; or
 - (c) by a Member or Members representing not less than ten percent of the total voting rights of all the Members having the right to vote at the meeting;and a demand by a person as proxy for a Member, or as the duly authorised representative of a Member (being an organisation) or as proxy for a duly authorised representative of an organisation, shall be the same as a demand by the Member.
- 8.7.2 Unless a poll is duly demanded a declaration by the chairperson 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.

- 8.7.3 A demand for a poll may be withdrawn if the poll has not yet been taken; and the chairperson 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.
- 8.7.4 A poll shall be taken as the chairperson 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.
- 8.7.5 A poll demanded on the election of a chairperson 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 chairperson 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.
- 8.7.6 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.

8.8 Proxy Voting

- 8.8.1 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 shall without limitation:
 - (a) state the name and address of the Member ,or the duly authorised representative of an organisation, appointing the proxy;
 - (b) identify 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) be executed by or on behalf of the Member ,or the duly authorised representative of an organisation, appointing the proxy; and
 - (d) be 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.
- 8.8.2 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 chairperson or to any Director;

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

8.8.3 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 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 to which it relates 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.

8.8.4 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 effective in accordance with Article 8.8.3.

8.9 **Written Resolutions**

Subject to the provisions of the Act:

- 8.9.1 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.
- 8.9.2 A written resolution is passed as a special resolution if it is agreed to by Members representing not less than seventy five percent of the total voting rights of Eligible Members; and states that it is a special resolution.
- 8.9.3 A Members' resolution under the Act removing a Director or an auditor before the expiration of his or her term of office may not be passed by a written resolution.
- 8.9.4 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.

8.9.5 A Member indicates his or her agreement to a written resolution when the Company receives from the Member an authenticated document identifying the written resolution and indicating his or her agreement to it:

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

and a written resolution signed by the duly authorised representative of a Member (being an organisation), shall be as valid as a written resolution signed by the Member.

8.9.6 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.

9 THE DIRECTORS

9.1 The Directors have control of the Company and its property and funds.

9.2 The first Directors shall be the subscribers to the Memorandum. Subsequent Directors shall be appointed as subsequently laid out in these Articles. No one may be appointed as a Director if he or she would be disqualified from acting under the provisions of Article 9.5.

9.3 The minimum number of Directors shall be one but (unless otherwise determined by ordinary resolution) there shall be no maximum number of Directors that may be appointed.

9.4 New Directors shall be appointed by the Directors at the First Board Meeting.

9.5 A Director's term of office automatically terminates if:

9.5.1 he or she dies;

9.5.2 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;

9.5.3 he or she is absent without permission of the Directors from three consecutive meetings;

9.5.4 he or she ceases to be a Member;

9.5.5 he or she resigns by written notice to the Directors (but only if at least one Directors will remain in office); or

9.5.6 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.

9.6 The Directors may at any time co-opt any person duly qualified to be appointed as a Director to fill a vacancy in their number or (subject to Article 9.3) as an additional Director, but a co-opted Director holds office only until the next for one year.

9.7 A Director may not appoint an alternate Director or anyone to act on his or her behalf at meetings of the Directors.

9.8 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.

10 PROCEEDINGS OF TRUSTEES

10.1 The Directors must hold at least one meetings each year.

- 10.2 The Chairperson may at any time, and one Directors jointly may at any time, call a meeting of the Directors.
- 10.3 Notice of every meeting shall be sent to each Director (other than those for the time being not in the United Kingdom), specifying the place, day and hour of the meeting and the business to be discussed.
- 10.4 A quorum at a meeting of the Directors is fifty percent of the total number of Directors.
- 10.5 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.
- 10.6 The Chairperson or (if the Chairperson is unable or unwilling to do so) some other Director chosen by the Directors present presides at each meeting.
- 10.7 Every issue may be determined by a simple majority of the votes cast at a meeting but a resolution in writing agreed by a simple majority of the Directors is as valid as a resolution passed at a meeting provided that:
- 10.7.1 a copy of the resolution is sent to or submitted to all the Directors eligible to vote; and
 - 10.7.2 a simple majority of the Directors have signified their agreement to the resolution in an authenticated document or documents which are received at the Company's registered office within the period of 28 days beginning with the circulation date.

For this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature.

- 10.8 Except for the chairperson of the meeting, who has a second or casting vote, every Director has one vote on each issue.
- 10.9 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].
- 10.10 A procedural defect of which the Directors are unaware at the time does not invalidate decisions taken at a meeting.

11 POWERS OF DIRECTORS

The Directors have the following powers in the administration of the Company in their capacity as Directors:

- 11.1 to appoint (and remove) a Chairperson, treasurer and other honorary officers from among their number on such terms as they shall think fit;
- 11.2 to invite observers to attend meetings of the Directors, and to pay their reasonable expenses out of the Company's funds. For the avoidance of doubt, such observers are not Directors and shall not count towards the quorum for a meeting, shall not have any power to vote on a matter and shall leave the meeting when the Directors vote on a matter;
- 11.3 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). The Directors may:
- 11.3.1 impose conditions when delegating, including the conditions that:
 - (a) the relevant powers are to be exercised exclusively by the committee to whom they delegate;

- (b) no expenditure may be incurred on behalf of the Company except in accordance with a budget previously agreed with the Directors;

- 11.3.2 revoke or alter a delegation;
- 11.4 to make standing orders consistent with these Articles and the Act to govern proceedings at general meetings;
- 11.5 to make such reasonable and proper rules or bye laws as they may deem necessary or expedient for the proper conduct and management of the Company. Such rules or bye laws may regulate the following matters but are not restricted to them:
 - 11.5.1 the admission of Members (including the admission of organisations to membership) and the rights and privileges of such Members, and the entrance fees, subscriptions and other fees or payments to be made by Members;
 - 11.5.2 the conduct of Members in relation to one another and to the Company's employees and volunteers;
 - 11.5.3 the setting aside of the whole or any part or parts of the Company's premises at any particular time or times or for any particular purpose or purposes;
 - 11.5.4 the procedure at general meetings and meetings of the Directors in so far as such procedure is not regulated by the Act or these Articles;
 - 11.5.5 generally, all such matters as are commonly the subject matter of company rules;provided that:
 - 11.5.6 the Company in general meeting has the power to alter, add to or repeal the rules or bye laws;
 - 11.5.7 the Directors adopt such means as they think sufficient to bring the rules and bye laws to the notice of the Members;
 - 11.5.8 no rule or bye law shall be inconsistent with, or shall affect or repeal anything contained in, the Articles;and
 - 11.5.9 the rules or bye laws shall be binding on all Members;
- 11.6 to establish procedures to assist the resolution of disputes within the Company; and
- 11.7 to exercise any powers of the Company which are not reserved to the Members.
- 11.8 to change the name of the Company.

12 RECORDS & ACCOUNTS

- 12.1 The Directors must comply with the requirements of the Act as to keeping financial records.
- 12.2 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.
- 12.3 A copy of the Company's latest available statement of account must be supplied on request to any Director or Member, or to any other person who makes a written request and pays the Company's reasonable costs, within two months.

13 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.)

- 13.1 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.
- 13.2 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.
- 13.3 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.
- 13.4 The Company may deliver a Document to a Member:
- 13.4.1 by delivering it by hand to the postal address recorded for the Member on the register;
 - 13.4.2 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;
 - 13.4.3 by fax (except a guarantee certificate) to a fax number notified by the Member in writing;
 - 13.4.4 by electronic mail (except a guarantee certificate) to an address notified by the Member in writing;
 - 13.4.5 by a website (except a guarantee certificate) the address of which shall be notified to the Member in writing; or
 - 13.4.6 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.
- 13.5 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.
- 13.6 If a Document is sent by post or other delivery service not referred to below, it is treated as being delivered:
- 13.6.1 forty eight hours after it was posted, if first class post was used; or
 - 13.6.2 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:
- 13.6.3 properly addressed; and
 - 13.6.4 put into the post system or given to delivery agents with postage or delivery paid.
- 13.7 If a Document (other than a guarantee certificate) is sent by fax, it is treated as being delivered at the time it was sent.
- 13.8 If a Document (other than a guarantee certificate) is sent by electronic mail, it is treated as being delivered at the time it was sent.
- 13.9 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.

13.10 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.

13.11 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.

13.12 A Member present in person, by duly authorised representative of an organisation 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.

13.13 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.

14 EXCLUSION OF MODEL ARTICLES

Any model articles for a company limited by guarantee that may exist (including those constituting Schedule 2 to the Companies (Model Articles) Regulations 2008) are hereby expressly excluded.

15 INDEMNITY

15.1 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 in relation to the Company.

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

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

15.2.2 in connection with an application under section 1157 of the Act (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.

16 DISSOLUTION

16.1 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:

16.1.1 by transfer to Freedom And Autonomy For Schools - National Association, charity number 1107640 (the Charity); or

16.1.2 directly for charitable purposes which are within or similar to those of the Charity;

17 INTERPRETATION

17.1 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.

17.2 In these Articles expressions not otherwise defined which are defined in the Act have the same meaning.

17.3 In these Articles words importing one gender shall include all genders, and the singular includes the plural and vice versa.

17.4 In these Articles:

“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”	Means a postal address or, for the purposes of electronic communication, a fax number, an e-mail or postal address or a telephone number for receiving text messages in each case registered with the Company;
“AGM”	means an annual general meeting of the Company;
“these Articles”	means these articles of association;
“Chairperson”	means the Director appointed by the Directors to act as Chairperson under Article 11.1;
“Circulation Date”	has the meaning prescribed by section 290 of the Act;
“Clear Day”	in relation to the period of notice means a period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
“Conflicted Director”	means a Director in respect of whom a conflict of interest arises or may reasonably arise because the Conflicted Director or a Connected Person 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;
“Connected Person”	means, in relation to a Director, a person connected with a director within the meaning of the Act;
“document”	includes, unless otherwise specified, any document sent or supplied in electronic form;
“Electronic Form” and “Electronic Means”	have the meanings respectively prescribed to them in the Act;
“Eligible Member”	has the meaning prescribed by the Companies Act 2006;
“executed”	includes any mode of execution;
“firm”	includes Limited Liability Partnership;
“First Board Meeting”	means the first Directors meeting to be held in each financial year of the Company;
“Hard Copy Form”	has the meaning prescribed by the Companies Act 2006;
“indemnity insurance”	means insurance against personal liability incurred by any Director for an act or omission which is or is alleged to be a breach of duty, unless the act or omission amounts to a criminal offence or the Director concerned knew that, or was reckless whether, the act or omission was a breach of duty;
“Member” and “Membership”	refer to company membership of the Company;

“Memorandum”	means the Company’s memorandum of association;
“month”	means calendar month;
“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 Form, Electronic Means or otherwise; and
“year”	means calendar year.