

Company Number 07704020

The Companies Act 2006

STAFFORDSHIRE UNIVERSITY ACADEMIES TRUST ("the Company")**MEMBERS' WRITTEN SPECIAL RESOLUTIONS**

The following resolutions have been passed by the members of the Company as written special resolutions and became effective on December 13th 2016

- 1 **THAT** Article 1 of the Company's Articles of Association be amended by inserting a new Article 1e in the following form and re-numbering the remaining sub-clauses of that Article accordingly -

1e "CECET" means the Church of England Central Education Trust, registered company number 08078276

- 2 **THAT** Article 12 of the Company's Articles of Association be amended by inserting a new Article 12c in the following form and re-numbering the remaining sub-clauses of that Article accordingly -

12c CECET

- 3 **THAT** Article 46 of the Company's Articles of Association be amended by inserting a new Article 46b in the following form and re-numbering the remaining sub-clauses of that Article accordingly -

46b one trustee appointed by CECET under Article 50C

- 4 **THAT** a new Article 50C in the following form be inserted into the Company's Articles of Association -

50C CECET shall be entitled to appoint one Trustee having consulted with the other Members about the proposed appointment, save that CECET may appoint further Trustees up to one quarter of the total number of Trustees with the approval of the Members at such time as the number of church schools or pupils at church schools shall equate to 25% or more of the total number of schools or pupils in the Academy Trust

Signed

Keith Hallin
Director/Secretary

Date

13/12/16

WEDNESDAY



A23 *A5M9SRSZ* #369
21/12/2016
COMPANIES HOUSE

MEMBERS.

CECET
Mythril
John Hys

SIGNATURES
TO SOLICITOR

MEMBERS AGREEMENT

relating to

STAFFORDSHIRE UNIVERSITY ACADEMIES TRUST

(Company Registration No 07704020)

MEMBERS' AGREEMENT dated 13th day of December 2016

BETWEEN

Existing members

**Liz Barnes
Mary Walker
Staffordshire University**

New Member:

Church of England Central Educational Trust represented by John Harp

1 Definitions

In this Agreement the following terms shall have the following meanings -

"Academies " means the schools known as St Edwards CE Academy, Cheddleton and Tynsel Parkes Primary Academy carried on by the Academy Trust and such other Church of England schools as may join the Academy Trust at a later date

"Academy Trust" means Staffordshire University Academies Trust (Company Registration No 07704020)

"Articles" means the Articles of Association of the Academy Trust

"Church Supplemental Agreements" means the Church Supplemental Agreement dated December 2016 made between (1) The Secretary of State (2) Staffordshire University Academies Trust (3) Lichfield Diocesan Board of Education and (4) the Vicar and church wardens of the parish of Cheddleton relating to St Edwards CE Academy, the Church Supplemental Agreement dated December 2016 made between (1) The Secretary of State (2) Staffordshire University Academies Trust (3) Lichfield Diocesan Board of Education and (4) Lichfield Diocesan Trust relating to Tynsel Parkes Primary Academy and any Church Supplemental Agreement which may be put in place in relation to any subsequent Church of England school joining the Academy Trust

"Diocesan Bishop" means the Bishop of Lichfield or a diocesan official appointed by him

"Diocese" means the Church of England Diocese in which the Academy is situated

"Diocesan Corporate Member" means the Church of England Central Education Trust (company number 08018276)

"Diocesan Authority" for the purposes of those functions prescribed in the Diocesan Boards of Education Measure 1991 means the Diocesan Board of Education for the diocese in which the Academy is situated

"Members" means the members from time to time of the Academy Trust who are parties to this Agreement

"Secretary of State" means the Secretary of State for Education

"SIAMS Report" means a report undertaken following the procedures of the Statutory Inspection of Anglican and Methodist Schools

"Trustees" mean the directors of the Academy Trust

2 Context

2.1 This Agreement covers issues which are agreed by the Members in order that the religious character of the Academies may be protected and given full effect but which are not the concern of the Secretary of State and hence find no part in the Articles or in the Church Supplemental Agreements. The Members agree to be bound by the contents of this Agreement and may not change this Agreement without the written consent of the Diocesan Corporate Member after consultation with the Diocesan Authority.

2.2 The Members acknowledge that the sites of the Academies are wholly or partly owned by trustees and to the extent that they are so owned are provided for occupation by the Academies under the terms of the Church Supplemental Agreements. The Members agree to do nothing that would breach the trusts or cause a breach of the trusts upon which the sites of the Academies are held and that actions that would bring about such a breach may at the absolute discretion of the relevant trustees (but subject to any powers of the Diocesan Authority) lead to the immediate issue of a notice of termination under clause 24 of the Church Supplemental Agreements.

3 Operative Provisions

3 1 New/additional members

It is agreed that any new or additional members of the Academy Trust shall enter into a short agreement requiring compliance with the terms of this Agreement which agreement shall be in the form set out in the Schedule hereto or such other form as the parties may agree

3 2 The role of the Diocesan Bishop

If any question or dispute shall arise with regard to

- 3 2 1 the meaning of the principles, practices and tenets of the Church of England,
- 3 2 2 the extent to which any Academy is adhering to the same, or
- 3 2 3 the extent to which any Member or Trustee of the Academy Trust is acting in accordance with an undertaking given to uphold the Christian distinctiveness of an Academy

it shall be referred , on the application of any of the Members, to the Diocesan Bishop whose decision on the matter shall be final and binding

3 3 A response to the Diocesan Bishop

The Members agree to take such action as may be necessary to comply with any decision taken by the Diocesan Bishop so as to ensure that each Academy is conducted in accordance with the principles, practices and tenets of the Church of England and that the Members and Trustees of the Academy Trust act in accordance with the undertaking that can be required of them to uphold the Christian distinctiveness of the Academies

3 4 Members' Undertaking

The Members undertake to the Diocesan Corporate Member and to the Diocesan Authority to uphold the Christian distinctiveness of the Academies

3 5 Termination of Membership

A Member's membership will terminate automatically not only for those reasons listed in Article 15 of the Articles but also if -

3 5 1 the Member has not given an undertaking to uphold the Christian distinctiveness of the Academies when requested in writing to do so by the Diocesan Corporate Member, or

3 5 2 having given such an undertaking as referred to in clause 3 5 1 the Diocesan Bishop determines that such a Member has not acted in accordance with it in discharging his responsibilities as a Member

3 6 Disqualification of Trustees

A person shall be disqualified from holding or continuing to hold office as a Trustee of the Academy Trust not only for the causes listed in Articles 68-78 of the Articles but also if -

3 6 1 he is unwilling to give an undertaking to uphold the Christian distinctiveness of the Academies when requested in writing to do so by the Diocesan Corporate Member, or

3 6 2 having given such an undertaking as referred to in clause 3 6 1 it is determined by the Diocesan Bishop that he has not acted in accordance with it in discharging his responsibilities as a Trustee

3 7 Maintenance of the designated religious character of the Academy

3 7 1 The Diocesan Corporate Member and the Diocesan Authority may each inform itself at any time as to the effectiveness of the religious character of the Academies

- (a) from the most recent SIAMS report,
- (b) by commissioning and meeting the costs of a special SIAMS report, or
- (c) by means of reports from any advisers to the Diocesan Corporate Member

3 7 2 The Members will facilitate and (so far as they have the power to do so) will ensure that the Trustees facilitate whatever consequent investigation the Diocesan Corporate Member shall think fit and will similarly ensure (so far as they have the power to do so) that the Trustees give effect to any consequent recommendations made by the Diocesan Corporate Member

3 7 3 Any disagreement as to such recommendations will be referred to the Diocesan Bishop whose decision will be final

3 7 4 The Members accept that as part of such recommendations the Diocesan Corporate Member may (following consultation with the Diocesan Authority) request the Trustees to remove and replace all members of any Local Governing Body or Advisory Body established for an Academy with members nominated by the Diocesan Corporate Member and the Members will facilitate such changes and (so far as they have the power to do so) ensure that the Trustees also facilitate them

3 7 5 If such recommendations conclude that the Academy Trust is not capable of maintaining the designated religious character of an Academy or if the Members are unwilling to accept the recommendations and/or any decision on such recommendations made by the Diocesan Bishop, the Members will facilitate and (so far as they have the power to do so) will ensure that the Trustees facilitate the transfer of that Academy from the Academy Trust to an academy trust company agreed between the Diocesan Corporate Member and the Secretary of State

AS WITNESS the parties hereto have hereunto set their hands

SCHEDULE

Adherence Agreement

This Adherence Agreement is made the [] day of [] 201

BETWEEN

(1) The Existing Members namely

, and

(2) The New Member being

1 Definitions

In this Adherence Agreement the following terms have the following meanings -

"Academy Trust" means Staffordshire University Academies Trust (Company Registration No 07704020)

"Members' Agreement" means the Members' Agreement dated [] relating to the Academy Trust

2 Interpretation

In this Adherence Agreement terms defined in the Members' Agreement shall have the same meaning in this Agreement

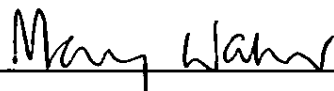
3 Operative Provisions

Pursuant to clause 3 1 and following of the Members' Agreement the New Member agrees and undertakes to be bound by the Members 'Agreement as if the New Member had been an original party to it


IN WITNESS the parties have hereunto set their hands

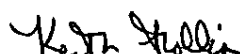
SIGNED by Liz Barnes 

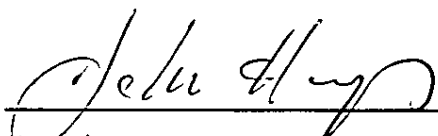
In the presence of 

SIGNED by Mary Walker 

In the presence of 

SIGNED by Staffordshire University 
ACTING BY LIZ BARNES

In the presence of 

CECET ACTING BY
SIGNED by John Harp 

In the presence of 

13/12/16