

FILE COPY



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

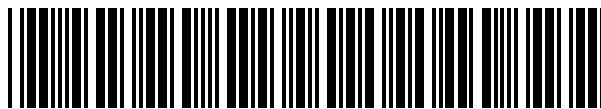
Company Number **15014225**

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

**SOUTH GLOUCESTERSHIRE SCHOOL BUSINESS LEADERS
GROUP**

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 **19th July 2023**



N150142257



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: **19/07/2023**

XC836AOH

Company Name in full:

SOUTH GLOUCESTERSHIRE SCHOOL BUSINESS LEADERS GROUP

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

Company Type:

Private company limited by guarantee

Situation of Registered Office:

England and Wales

Proposed Registered Office Address:

**BROWNE JACOBSON LLP 15TH FLOOR
103 COLMORE ROW
BIRMINGHAM, WEST MIDLANDS
UNITED KINGDOM B3 3AG**

Sic Codes:

**70100
70229
74909
82990**

Proposed Officers

Company Director 1

Type: **Person**
Full Forename(s): **MARIAN TERESA**
Surname: **DULLER**
Service Address: **recorded as Company's registered office**
Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: ****/05/1961** *Nationality:* **BRITISH**
Occupation: **COMPANY DIRECTOR**

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

Company Director 2

Type: **Person**
Full Forename(s): **FFION ELERI**
Surname: **BAKER**
Service Address: **recorded as Company's registered office**
Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: ****/05/1995** *Nationality:* **BRITISH**
Occupation: **COMPANY DIRECTOR**

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

Company Director 3

Type: **Person**

Full Forename(s): **DEBRA CLARE**

Surname: **BEAZER**

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

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

Date of Birth: ****/05/1965** *Nationality:* **BRITISH**

Occupation: **COMPANY DIRECTOR**

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

Company Director 4

Type: **Person**

Full Forename(s): **CRAIG ANTHONY**

Surname: **LAMBOURNE**

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

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

Date of Birth: ****/12/1989** *Nationality:* **BRITISH**

Occupation: **COMPANY DIRECTOR**

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

Company Director 5

Type: **Person**

Full Forename(s): **TERESA ANN**

Surname: **TURNER**

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

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

Date of Birth: ****/01/1967** *Nationality:* **BRITISH**

Occupation: **COMPANY DIRECTOR**

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

Persons with Significant Control (PSC)

Statement of no PSC

The company knows or has reason to believe that there will be no registerable Person with Significant Control or Relevant Legal Entity (RLE) in relation to 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: **TERESA ANN TURNER**

Address **BROWNE JACOBSON LLP 15TH FLOOR
103 COLMORE ROW
BIRMINGHAM, WEST MIDLANDS
UNITED KINGDOM
B3 3AG**

Amount Guaranteed **£1.00**

Name: **FFION ELERI BAKER**

Address **BROWNE JACOBSON LLP 15TH FLOOR
103 COLMORE ROW
BIRMINGHAM, WEST MIDLANDS
UNITED KINGDOM
B3 3AG**

Amount Guaranteed **£1.00**

Name: **DEBRA CLARE BEAZER**

Address **BROWNE JACOBSON LLP 15TH FLOOR
103 COLMORE ROW
BIRMINGHAM, WEST MIDLANDS
UNITED KINGDOM
B3 3AG**

Amount Guaranteed **£1.00**

Name: **CRAIG ANTHONY LAMBOURNE**

Address **BROWNE JACOBSON LLP 15TH FLOOR
103 COLMORE ROW
BIRMINGHAM, WEST MIDLANDS
UNITED KINGDOM
B3 3AG**

Amount Guaranteed **£1.00**

Name: **MARIAN TERESA DULLER**

Address **BROWNE JACOBSON LLP 15TH FLOOR
103 COLMORE ROW**

**BIRMINGHAM, WEST MIDLANDS
UNITED KINGDOM
B3 3AG**

Amount Guaranteed **£1.00**

Statement of Compliance

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

<i>Name:</i>	TERESA ANN TURNER
<i>Authenticated</i>	YES
<i>Name:</i>	FFION ELERI BAKER
<i>Authenticated</i>	YES
<i>Name:</i>	DEBRA CLARE BEAZER
<i>Authenticated</i>	YES
<i>Name:</i>	CRAIG ANTHONY LAMBOURNE
<i>Authenticated</i>	YES
<i>Name:</i>	MARIAN TERESA DULLER
<i>Authenticated</i>	YES

Authorisation

<i>Authoriser Designation:</i>	subscriber	<i>Authenticated</i>	YES
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COMPANY NOT HAVING A SHARE CAPITAL

Memorandum of Association of SOUTH GLOUCESTERSHIRE SCHOOL BUSINESS LEADERS GROUP

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
TERESA ANN TURNER	Authenticated Electronically
FFION ELERI BAKER	Authenticated Electronically
DEBRA CLARE BEAZER	Authenticated Electronically
CRAIG ANTHONY LAMBOURNE	Authenticated Electronically
MARIAN TERESA DULLER	Authenticated Electronically

Dated: 19/07/2023



THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY GUARANTEE
ARTICLES OF ASSOCIATION
OF
SOUTH GLOUCESTERSHIRE SCHOOL BUSINESS
LEADERS GROUP

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THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY GUARANTEE
ARTICLES OF ASSOCIATION
OF
SOUTH GLOUCESTERSHIRE SCHOOL BUSINESS LEADERS GROUP (the “Company”)

Interpretation, objects and limitation of liability

1 Interpretation

1.1 In these Articles, unless the context otherwise requires:

Act	means the Companies Act 2006;
Articles	means the Company’s articles of association for the time being in force;
bankruptcy	includes insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;
Business Day	means any day (other than a Saturday, Sunday or public holiday in England) when banks in London are open for business;
Conflict	means a situation in which a director has or can have, a direct or indirect interest that conflicts or possibly may conflict, with the interests of the Company;
director	means a director of the Company and includes any person occupying the position of director, by whatever name called;
document	includes, unless otherwise specified, any document sent or supplied in electronic form;
Education Institution	means any local authority maintained school, nursery, pre-school, independent school, academy, free school, academy trust, college, sixth form corporation or further education corporation;
electronic form:	has the meaning given in section 1168 of the Act;
Eligible Director	means a director who would be entitled to vote on the matter at a meeting of directors (but excluding in relation to the authorisation of a Conflict pursuant to article 11, any director whose vote is not to be counted in respect of the particular matter);

Interested Director	has the meaning given in article 14.1;
Member	means a person whose name is entered in the Register of Members of the Company and Membership shall be construed accordingly;
Model Articles	means the model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles and reference to a numbered "Model Article" is a reference to that article of the Model Articles;
ordinary resolution	has the meaning given in section 282 of the Act;
participate	in relation to a director's meeting, has the meaning given in article 9;
proxy notice	has the meaning given in Model Article 31;
School Business Professional	means those people working in school business function or strategic leadership in, or for, Education Institutions;
secretary	means the secretary of the Company and any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary;
special resolution	has the meaning given in section 283 of the Act;
subsidiary	has the meaning given in section 1159 of the Act;
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 in electronic form or otherwise.

- 1.2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.
- 1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.4 A reference in these Articles to an article is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.5 Unless expressly provided otherwise, a reference to a statute or statutory provision shall include any subordinate legislation from time to time made under that statute or statutory provision.
- 1.6 Any word following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

- 1.7 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles.
- 1.8 The following Model Articles shall not apply to the Company:
 - 1.8.1 1 (Defined terms);
 - 1.8.2 2 (Liability of Members);
 - 1.8.3 8 (Unanimous decisions);
 - 1.8.4 9 (Calling a directors' meeting);
 - 1.8.5 10 (Participation in directors' meetings);
 - 1.8.6 11(2) and (3) (Quorum for directors' meeting);
 - 1.8.7 12 (Chairing of directors' meetings);
 - 1.8.8 13 (Casting vote);
 - 1.8.9 14 (1), (2), (3) and (4) (Conflicts of interest);
 - 1.8.10 16 (Directors' discretion to make further rules);
 - 1.8.11 17 (1) (Methods of appointing directors);
 - 1.8.12 18 (Termination of director's appointment);
 - 1.8.13 21 (Applications for membership);
 - 1.8.14 22 (Termination of membership);
 - 1.8.15 24 (Quorum for general meetings);
 - 1.8.16 30(2) (Poll votes);
 - 1.8.17 31(1)(d) (Content of proxy notices);
 - 1.8.18 35 (Company seals);
 - 1.8.19 38 (Indemnity);
 - 1.8.20 39 (Insurance).
- 1.9 Model Article 3 (Directors' general authority) shall be amended by the insertion of the words "in accordance with its objects" after the words "the management of the Company's business".
- 1.10 Model Article 7 (Directors to take decisions collectively) shall be amended by:
 - 1.10.1 the insertion of the words "for the time being" at the end of Model Article 7(2)(a); and
 - 1.10.2 the insertion in Model Article 7(2) of the words "(for so long as they remain the sole director)" after the words "and the director may".

- 1.11 Model Article 15 shall be amended by the insertion of the words “(in hard copy or electronic form)” after the words “keeps a record, in writing”.
- 1.12 Model Article 20 shall be amended by the insertion of the words “and the secretary” before the words “properly incur”.

2 Objects

The objects for which the Company is established is to:

- 2.1 advance education;
- 2.2 promote the efficiency and effectiveness of Education Institutions or the effective use of resources for their educational charitable purposes, in particular but without prejudice to the generality of the foregoing by:
 - (a) facilitating the support and professional development of School Business Professionals;
 - (b) promoting best practice in strategic leadership and business management in Education Institutions amongst School Business Professionals;
 - (c) promoting collaborative networks and sustainable partnerships between Education Institutions and/or School Business Professionals;
 - (d) promoting equality and diversity at all levels in Education Institutions;
 - (e) collaborating with local authorities, other local bodies commissioned to provide services to Education Institutions and education related professional bodies in order to facilitate the development and promotion of best practice and compliance in strategic leadership and business management in Education Institutions; and
 - (f) the collection of information in order to promote the highest efficiency in the strategic leadership and business management, and the pursuance of strategic educational management in, Education Institutions.

3 Powers

In pursuance of the object set out in article 2, the Company has the power to:

- 3.1 provide professional support to School Business Professionals to enhance the effectiveness of the Education Institutions they serve;
- 3.2 hold conferences, seminars, lectures and similar events;
- 3.3 promote or carry out research and to disseminate such research;
- 3.4 create and disseminate best practice guidance for School Business Professionals and Education Institutions;
- 3.5 cooperate with and enter into joint ventures, collaborations and partnerships with charitable and non—charitable bodies including but not limited to Education

Institutions, professional bodies supporting Education Institutions and their employees and other organisations similar to the Company;

- 3.6 buy, lease or otherwise acquire and deal with any property real or personal and any rights or privileges of any kind over or in respect of any property real or personal and to improve, manage, develop, construct, repair, sell, lease, mortgage, charge, surrender or dispose of or otherwise deal with all or any part of such property and any and all rights of the Company;
- 3.7 invest and deal with the funds of the Company not immediately required for its operations in or upon such investments, securities or property as may be thought fit;
- 3.8 lobby, advertise, publish, educate, examine, research and survey in respect of all matters of law, regulation, economics, accounting, governance, politics and/or other issues and to hold meetings, events and other procedures and co-operate with or assist any other body or organisation in each case in such way or by such means as may, in the opinion of the directors, affect or advance the principal object in any way;
- 3.9 pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company and to contract with any person, firm or company to pay the same;
- 3.10 enter into contracts to provide services to or on behalf of other bodies;
- 3.11 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- 3.12 incorporate subsidiary companies to carry on any trade; and
- 3.13 do all such other lawful things as are incidental or conducive to the pursuit or to the attainment of any of the object set out in article 2.

4 Income

- 4.1 The income and property of the Company from wherever derived shall be applied solely in promoting the Company's objects.
- 4.2 No distribution shall be paid or capital otherwise returned to the Members in cash or otherwise. Nothing in these Articles shall prevent any payment in good faith by the Company of:
 - 4.2.1 reasonable and proper remuneration to any Member, officer or servant of the Company for any services rendered to the Company;
 - 4.2.2 any interest on money lent by any Member or any director at a reasonable and proper rate;
 - 4.2.3 reasonable and proper rent for premises demised or let by any Member or director; or
 - 4.2.4 reasonable out-of-pocket expenses properly incurred by any director.

5 Winding up

On the winding-up or dissolution of the Company, after provision has been made for all its debts and liabilities, any assets or property that remains available to be distributed or paid, shall not be paid or distributed to the Members (except to a Member that qualifies under this Article) but shall be transferred to another body (charitable or otherwise) with objects similar to those of the Company and if that cannot be done then some other charitable object. Such body to be determined by resolution of the Members at or before the time of winding up or dissolution and, subject to any such resolution of the Members, may be made by resolution of the directors at or before the time of winding up or dissolution.

6 Guarantee

The liability of each Member is limited to £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 they are a Member or within one year after they cease to be a Member, for

- 6.1 payment of the Company's debts and liabilities contracted before they cease to be a Member;
- 6.2 payment of the costs, charges and expenses of the winding up; and
- 6.3 adjustment of the rights of the contributories among themselves.

Directors

7 Appointment of directors

- 7.1 The number of Directors shall not be less than three nor more than seven.
- 7.2 The first Directors shall be those persons whose names are notified to Companies House as the first Directors on incorporation.
- 7.3 A Director may not appoint an alternate director or anyone to act on their behalf at meetings of the Directors.
- 7.4 Any person who is willing to act as a Director, and who is permitted by law to do so, may be appointed to be a Director by:
 - 7.4.1 ordinary resolution; or
 - 7.4.2 by resolution of the Directors.

8 Calling a Directors' meeting

- 8.1 Any Director may call a meeting of the Directors by giving notice of the meeting to the Directors or by authorising the company secretary (if any) to give such notice.
- 8.2 Notice of a meeting of the Directors must be given to each Director, but need not be in writing. The notice must specify:
 - 8.2.1 the time, date and place of the meeting;
 - 8.2.2 the general particulars of the business to be considered at the meeting; and

- 8.2.3 if it is anticipated that the Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

9 Participation in Directors' meetings

- 9.1 Any Director may participate in a meeting of the Directors in person or by means of video conference, telephone or any suitable electronic means agreed by the Directors and by which all those participating in the meeting are able to communicate with all other participants.
- 9.2 If all the Directors participating in the meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

10 Quorum for directors' meetings

- 10.1 Subject to article 9.2, the quorum for the transaction of business at a meeting of directors is any three Eligible Directors.
- 10.2 For the purposes of any meeting (or part of a meeting) held pursuant to article 14 to authorise a Conflict, if there is only one Eligible Director in office other than the Interested Director(s), the quorum for such meeting (or part of a meeting) shall be one Eligible Director.
- 10.3 If the total number of directors in office for the time being is less than the quorum required, the directors must not take any decision other than a decision:
- 10.3.1 to appoint further directors; or
- 10.3.2 to call a general meeting so as to enable the Members to appoint further directors.

11 Chairing Directors' meetings

- 11.1 The Directors shall appoint one of their number as chair of Directors and may determine the length of term for which the chair of Directors is to serve in that office, although that term may be renewed or extended. On the same basis, the Directors may also appoint one of their number as vice-chair of Directors.
- 11.2 If at any meeting of the Directors neither the chair nor vice-chair of Directors, if any, is participating in the meeting within ten minutes of the time at which it was to start, the participating Directors must appoint one of themselves to chair the meeting.
- 11.3 The Directors may terminate the appointment of a chair or any vice-chair of Directors at any time.

12 Casting vote

- 12.1 If the numbers of votes for and against a proposal at a meeting of directors are equal, the chair or other director chairing the meeting has a casting vote.
- 12.2 Article 10.1 shall not apply in respect of a particular meeting (or part of a meeting) if, in accordance with the Articles, the chair or other director is not an Eligible Director for the purposes of that meeting (or part of a meeting).

13 Unanimous decisions

- 13.1 A decision of the directors is taken in accordance with this article when all Eligible Directors indicate to each other by any means that they share a common view on a matter.
- 13.2 Such a decision may take the form of a resolution in writing, where each Eligible Director has signed one or more copies of it, or to which each Eligible Director has otherwise indicated agreement in writing.
- 13.3 A decision may not be taken in accordance with this article if the Eligible Directors would not have formed a quorum at such a meeting.

14 Directors' conflicts of interest

- 14.1 The directors may, in accordance with the requirements set out in this article, authorise any Conflict proposed to them by any director which would, if not authorised, involve a director (an Interested Director) breaching their duty to avoid conflicts of interest under section 175 of the Act.
- 14.2 Any authorisation under this article 14 shall be effective only if:
 - 14.2.1 to the extent permitted by the Act, the matter in question shall have been proposed by any director for consideration in the same way that any other matter may be proposed to the directors under the provisions of these Articles;
 - 14.2.2 any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and
 - 14.2.3 the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted.
- 14.3 Any authorisation of a Conflict under this article 14 may (whether at the time of giving the authorisation or subsequently):
 - 14.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
 - 14.3.2 provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the directors or otherwise) related to the Conflict;
 - 14.3.3 provide that the Interested Director shall or shall not be an Eligible Director in respect of any future decision of the directors in relation to any resolution related to the Conflict;
 - 14.3.4 impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit;
 - 14.3.5 provide that, where the Interested Director obtains, or has obtained (through their involvement in the Conflict and otherwise than through their position as a director of the Company) information that is confidential to a third party, they shall not be obliged to disclose that

information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence; and

- 14.3.6 permit the Interested Director to absent them self from the discussion of matters relating to the Conflict at any meeting of the directors and be excused from reviewing papers prepared by, or for, the directors to the extent they relate to such matters.
- 14.4 Where the directors authorise a Conflict, the Interested Director shall be obliged to conduct them self in accordance with any terms and conditions imposed by the directors in relation to the Conflict.
- 14.5 The directors may revoke or vary such authorisation at any time, but this shall not affect anything done by the Interested Director prior to such revocation or variation in accordance with the terms of such authorisation.
- 14.6 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which they derive from or in connection with a relationship involving a Conflict which has been authorised by the directors in accordance with these Articles or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.
- 14.7 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act, and provided they have declared the nature and extent of their interest in accordance with the requirements of the Act, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:
 - 14.7.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;
 - 14.7.2 shall be an Eligible Director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such existing or proposed transaction or arrangement in which they are interested;
 - 14.7.3 shall be entitled to vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which they are interested;
 - 14.7.4 may act by them self or their firm in a professional capacity for the Company (otherwise than as auditor) and they or their firm shall be entitled to remuneration for professional services as if they were not a director;
 - 14.7.5 may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested; and
 - 14.7.6 shall not, save as they may otherwise agree, be accountable to the Company for any benefit which they (or a person connected with

them (as defined in section 252 of the Act)) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of their duty under section 176 of the Act.

15 Records of decisions to be kept

Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in permanent form, so that they may be read with the naked eye.

16 Disqualification and removal of Directors

A Director shall cease to hold office if they:

- 16.1 are removed by ordinary resolution of the Company pursuant to the Act;
- 16.2 cease to be a Director by virtue of any provision in the Act or are prohibited by law from being a Director;
- 16.3 cease to be a Member of the Company;
- 16.4 have a bankruptcy order made against them or a composition is made with their creditors generally in satisfaction of their debts;
- 16.5 in the written opinion of a registered medical practitioner who is treating the Director, have become physically or mentally incapable of acting as a director and may remain so for more than three months;
- 16.6 resign by written notice to the Company, provided that at least [three] Directors will remain in office once the resignation takes effect; or
- 16.7 are absent from three consecutive meetings of the Directors, without the permission of the Directors, and the Directors resolve that their office be vacated.

17 Secretary

The directors may appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the directors so decide, appoint a replacement, in each case by a decision of the directors.

Members: becoming and ceasing to be a member

18 Membership

- 18.1 The Company shall admit to Membership an individual or organisation which:
 - 18.1.1 applies to the Company using the application process approved by the directors; and
 - 18.1.2 is approved by the directors.

A notification shall be sent to each successful applicant confirming their Membership of the Company and the details of each successful applicant shall be entered into the Register of Members by the secretary.

- 18.2 The directors may in their absolute discretion decline to accept any application for Membership and need not give reasons for doing so.
- 18.3 The directors may prescribe criteria for Membership of the Company but shall not be obliged to accept persons fulfilling those criteria as Members.
- 18.4 A Member must be a School Business Professional, an aspiring School Business Professional or be a member of The Institute of School Business Leadership.
- 18.5 All Members must pay to the Company on becoming a Member and thereafter annually, renewable on 1st December and payable immediately, a subscription fee to be decided by the Directors from time to time. The directors shall give credit to a new Member for any subscription fee paid in respect of any Member (or former Member) who was on 1st December in the relevant year employed at the same Education Institution as the new Member.
- 18.6 Membership is not transferable.

19 Termination of membership

- 19.1 Membership is not transferable.
- 19.2 A Member may withdraw from Membership of the Company by giving 7 days' notice to the Company in writing and any person ceasing to be a Member shall be removed from the Register of Members.
- 19.3 Membership is terminated if:
 - 19.3.1 the Member dies; or
 - 19.3.2 any sum due from the Member to the Company is not paid in full within sixty days of its falling due.

20 Expulsion of Member

- 20.1 The directors may terminate the Membership of any Member without their consent by giving the Member written notice if, in the reasonable opinion of the directors, the Member:
 - 20.1.1 is guilty of conduct which has or is likely to have a serious adverse effect on the Company or bring the Company or any or all of the Members and directors into disrepute; or
 - 20.1.2 has acted or has threatened to act in a manner which is contrary to the interests of the Company as a whole; or
 - 20.1.3 has failed to observe the terms of these Articles and the Rules.

Following such termination, the Member shall be removed from the Register of Members.

- 20.2 The notice to the Member must give the Member the opportunity to be heard in writing or in person as to why their membership should not be terminated. The

directors must consider any representations made by the Member and inform the Member of their decision following such consideration. There shall be no right to appeal from a decision of the directors to terminate the Membership of a Member.

- 20.3 A Member whose Membership is terminated under this Article shall not be entitled to a refund of any subscription or Membership fee and shall remain liable to pay to the Company any subscription or other sum owed by them.

Decision making by members

21 Quorum at general meetings

- 21.1 No business shall be transacted at any general meeting unless a quorum is present.
- 21.2 A quorum is:
- 21.2.1 10 Members who are present in person or by proxy or through their duly authorised representatives and who are entitled to vote on the business to be conducted at the meeting; or
 - 21.2.2 one-tenth of the total membership at the time,
- whichever is the greater.

22 Votes of members

Subject to the Act, at any general meeting:

- 22.1 every Member who is present in person (or by proxy) shall on a show of hands have one vote; and
- 22.2 every Member present in person (or by proxy) shall on a poll have one vote.

23 Poll votes

- 23.1 A poll may be demanded at any general meeting by any qualifying person (as defined in section 318(3) of the Act) present and entitled to vote at the meeting.
- 23.2 Model Article 30(3) shall be amended by the insertion of the words "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made" as a new paragraph at the end of that article.

24 Proxies

- 24.1 Model Article 31(1)(d) shall be deleted and replaced with the words "is delivered to the company in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate".
- 24.2 Model Article 31(1) shall be amended by the insertion of the words "and a proxy notice which is not delivered in such manner shall be invalid, unless the directors, in their discretion, accept the notice at any time before the meeting" as a new paragraph at the end of that article.

Administrative arrangements

25 Means of communication to be used

25.1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:

- 25.1.1 if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted;
- 25.1.2 if properly addressed and delivered by hand, when it was given or left at the appropriate address;
- 25.1.3 if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and
- 25.1.4 if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

For the purposes of this article, no account shall be taken of any part of a day that is not a Business Day.

25.2 In proving that any notice, document or other information was properly addressed, it shall suffice to show that the notice, document or other information was addressed to an address permitted for the purpose by the Act.

26 Rules

The directors may establish rules governing matters relating to Company administration that are required from time to time for the effective operation of the Company (for example, the provisions relating to classes of Members, Membership fees and subscriptions and the admission criteria for Members). If there is a conflict between the terms of these Articles and any rules established under this Article, the terms of these Articles shall prevail.

27 Indemnity and insurance

27.1 Subject to article 27.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

- 27.1.1 each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by them as a relevant officer in the actual or purported execution and/or discharge of their duties, or in relation to them including any liability incurred by them in defending any civil or criminal proceedings, in which judgment is given in their favour or in which they are acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on their part or in connection with any application in which the court grants them, in their capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated company's) affairs; and

- 27.1.2 the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by them in connection with any proceedings or application referred to in article **Error! Reference source not found.** and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.
- 27.2 This article does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Act or by any other provision of law and any such indemnity is limited accordingly.
- 27.3 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.
- 27.4 In this article:
- 27.4.1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and
- 27.4.2 a relevant loss means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company; and
- 27.4.3 a relevant officer means any director or other officer or former director or other officer of the Company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act) , but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or not they are also a director or other officer), to the extent they act in their capacity as auditor).