**SAST Members General Meeting**
**Weds 8th May 2019 at 4pm**
**St. Aldhelm's House, The Gryphon School, Sherborne**

**Attendees:** Nigel Rees (NR), Mandy Christopher (MC), Jono Tregale (JT), Steve Hillier (SH)
**In Attendance:** Bella Byrne (BB) (Clerk)
**Apologies:** Jenny Dwyer

## Extracted Minute

New draft Articles of Association
Revised Articles of Association had been circulated prior to the meeting. The Members resolved to adopt the revised Articles of Association.

Signed 

Nigel Rees, Member and Chair of Trustees

Church of England model articles for Academy Trusts (the "Company") where the Church is in a minority (i.e. "VC" model) adapted for a Multi Academy Trust so as to accommodate VA Schools and an equal ratio of Foundation and Community Members and Trustees

**Adopted by special resolution on 8 May 2019**

**THE COMPANIES ACT 2006**

**A COMPANY LIMITED BY GUARANTEE**

# ARTICLES OF ASSOCIATION

**OF**

# SHERBORNE AREA SCHOOLS' TRUST

**COMPANY NUMBER: 08130468**

Church of England model articles for Academy Trusts (the "Company") where the Church is in a minority (i.e. "VC" model) adapted for a Multi Academy Trust so as to accommodate VA Schools and an equal ratio of Foundation and Community Members and Trustees

**THE COMPANIES ACT 2006**

**COMPANY LIMITED BY GUARANTEE**

**ARTICLES OF ASSOCIATION**

**OF**

**SHERBORNE AREA SCHOOLS' TRUST**

## INTERPRETATION

1. In these Articles:-

   (a) "the Academies" means all the schools and educational institutions referred to in Article 4 and operated by the Company (and "Academy" means any one of those schools or educational institutions);

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

   (c) Not used;

   (d) Not used;

   (e) "the Articles" means these Articles of Association of the Company (excluding, for the avoidance of doubt, any Scheme of Delegation which may be appended to these Articles or adopted by the Trustees);

   (f) "Chief Executive Officer" means such person as may be appointed by the Trustees as the Chief Executive Officer of the Company;

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

   (h) "Clerk" means the clerk to the Trustees or any other person appointed to perform the duties of the clerk to the Trustees, including a joint, assistant or deputy clerk;

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

(j) “Dioceses” means the Church of England dioceses in which any Academy is situated and “Diocese” means either one of them;

(k) Not used;

(l) “Diocesan Boards of Education” means those bodies constituted under the Diocesan Boards of Education Measure 1991 for the Dioceses and any successor bodies and Diocesan Board of Education means any one of them;

(m) "Diocesan Corporate Members" means the Salisbury Diocesan Board of Education and the Bath and Wells DBE Trust;

(n) Not used;

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

(p) "General Meeting" means a meeting of the Members of the Company convened in accordance with these Articles, and "Annual General Meeting" shall mean the yearly meeting of the Members convened in accordance with these Articles;

(q) Not used;

(r) “Local Authority Associated Person” means any person associated (within the meaning given in section 69(5) of the Local Government and Housing Act 1989) with any local authority by which the Company is influenced;

(s) “Local Governing Bodies” means the committees appointed pursuant to Articles 100-102 and 104 (and “Local Governing Body” means any one of these committees);

(t) "the Measure" means the Diocesan Boards of Education Measure 1991;

(u) “Member” means a member of the Company and someone who as such is bound by the undertaking contained in Article 8;

(v) “the Memorandum” means the Memorandum of Association of the Company;

(w) “Office” means the registered office of the Company;

(x) “Parent Trustees” means those Trustees elected or appointed pursuant to Articles 53 – 56 inclusive;

(y) “Parent Local Governor” means the parent member of a Local Governing Body elected or appointed in accordance with Articles 53-56;

(z) Not used;

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

(bb) "Principal Regulator" means the body or person appointed as the Principal Regulator under the Charities Act 2011;

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

(dd) "Scheme of Delegation" means an instrument by the Trustees delegating such powers and responsibilities of the Trustees as may be appropriate for them to delegate to the Local Governing Bodies consistently with the Object;

(ee) "the seal" means the common seal of the Company if it has one;

(ff) "Secretary of State" means the Secretary of State for Education or their successor;

(gg) Site Trustees means those trustees holding the site of any Academy and providing it to the Company for use and occupation by that Academy;

(hh) "Teacher" means a person employed under a contract of employment or a contract for services or otherwise engaged to provide his services as a teacher at one or more Academies;

(ii) "Trustees" means the directors of the Company subject to the definition of this term at Article 6.9(b) in relation to Articles 6.2-6.9;

(jj) "the United Kingdom" means Great Britain and Northern Ireland;

(kk) words importing the masculine gender only shall include the feminine gender. Words importing the singular number shall include the plural number, and vice versa;

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

(mm) any reference to a statute or statutory provision or measure shall include any statute or statutory provision or measure which replaces or supersedes such statute or statutory provision or measure including any modification or amendment thereto.

2. The company's name is Sherborne Area Schools' Trust (and in this document it is called

"**the Company**").

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

**OBJECT**

4. The Company's Object ("**the Object**") are specifically restricted to the following:

   a. to advance for the public benefit education in the United Kingdom, in particular but without prejudice to the generality of the foregoing by establishing, maintaining, carrying on, managing and developing Academies which shall offer a broad and balanced curriculum and which:

      (i) shall include Church of England Academies ("**Church Academies" and each a "Church Academy"**) designated as such which shall be conducted in accordance with the principles, practices and tenets of the Church of England both generally and in particular in relation to arranging for religious education and daily acts of worship, and

      (ii) may include other Academies whether with or without a designated religious character;

   but in relation to each of the Academies to recognise and support their individual ethos, whether or not designated Church of England.

   Where an Academy is designated as or recognised as a Church Academy, in relation to the ethos and religious education provided at the Academy the Trustees shall have regard to any advice and follow any directives issued by the Diocesan Corporate Member.

**POWERS**

5. In furtherance of the Object but not further or otherwise the Company may exercise the following powers:

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

   (b) to raise funds and to invite and receive contributions provided that in raising funds

the Company shall not undertake any substantial permanent trading activities and shall conform to any relevant statutory regulations;

(c) (subject to such further consents as may be required by law or as may be required from the Site Trustees as landlord(s)/licensor(s) where this is the case) to acquire, alter, improve and charge or otherwise dispose of property;

(d) subject to Article 6 below to employ such staff, as are necessary for the proper pursuit of the Object (including the maintenance of an effective Church of England ethos in relation to the Church Academies) and to make all reasonable and necessary provision for the payments of pensions and superannuation to staff and their dependants;

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

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

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

(h) to establish, maintain, carry on, manage and develop the Academies at locations be determined by the Trustees.

(i) to offer scholarships, exhibitions, prizes and awards to pupils and students and to former pupils and former students, and otherwise to encourage and assist the educational attainment of pupils and students and former pupils and former students;

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

(k) to carry out research into the development and application of new techniques in education and to their approach to curriculum development and delivery and to publish the results of such research, and to develop means of benefiting from

application of the experience of industry, commerce, other schools, educational institutions and the voluntary sector to the education of pupils and students in academies;

(l) subject to such consents as may be required from the Site Trustees or otherwise required by law and/or by any contract entered into by or on behalf of the Company, to borrow and raise money for the furtherance of the Object in such manner and on such security as the Company may think fit;

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

(n) to delegate the management of investments to a Financial Expert, but only on terms that:

(i) the investment policy is set down in writing for the Financial Expert by the Trustees;
(ii) every transaction is reported promptly to the Trustees;
(iii) the performance of the investments is reviewed regularly with the Trustees;
(iv) the Trustees are entitled to cancel the delegation arrangement at any time;
(v) the investment policy and the delegation arrangement are reviewed at least once a year;
(vi) all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt; and
(vii) the Financial Expert must not do anything outside the powers of the Trustees;

(o) to arrange for investments or other property of the Company to be held in the name of a nominee company acting under the control of the Trustees or of a Financial Expert acting under their instructions, and to pay any reasonable fee required;

(p) to provide indemnity arrangements to Trustees, Site Trustees and the members of Local Governing Bodies in accordance with, and subject to the conditions of section 232 to 235 of the Companies Act 2006, section 189 of the Charities Act 2011 or any other provision of law applicable to charitable companies and any such indemnity is limited accordingly;

(q) subject in respect of any use of their property to such consents as may be required from the Site Trustees and to any terms and conditions the Site Trustees may require to establish subsidiary companies to carry on any trade or business for the purpose of raising funds for the Company;

(r) to discharge any liability necessarily incurred by the Site Trustees to further the purposes of the Company; and

(s) to do all such other lawful things as are necessary for or are incidental to or conducive to the achievement of the Object and appropriate to the religious character of any Academy including entering into any protocol, arrangement or agreement with the Diocesan Corporate Members in relation to the exercise of powers and discharge of functions under the Measure.

**APPLICATION OF INCOME AND PROPERTY**

6.1 The income and property of the Company shall be applied solely towards the promotion of the Object.

**MEMBERS' BENEFITS AND CONFLICTS OF INTEREST**

6.2 None of the income or property of the Company may be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to any member of the Company. Nonetheless a Member of the Company who is not also a Trustee may:

(a) benefit as a beneficiary of the Company;

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

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

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

6.2A The Trustees may only rely upon the authority provided by Article 6.2 to allow a benefit to a Member if each of the following conditions is satisfied:

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

(b) the Trustees are satisfied that it is in the interests of the Company to contract with that Member rather than with someone who is not a Member. In reaching that decision the Trustees must balance the advantage of contracting with a Member against the disadvantages of doing so; and

(c) the reason for their decision is recorded by the Trustees in the minute book.

**TRUSTEES' AND SITE TRUSTEES' INDEMNITY**

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

(i) any claim arising from any act or omission which Trustees or Site Trustees (or any of them) knew to be a breach of trust (including a breach of any trust relating to any Academy site) or breach of duty or which was committed by the Trustees or Site Trustees (or any of them) in reckless disregard to whether it was a breach of trust or breach of duty or not; and

(ii) the costs of any unsuccessful defence to a criminal prosecution brought against the Trustees or Site Trustees (or any of them) in their capacity as Trustees of the Company or as Site Trustees of any Academy site.

Further, this Article does not authorise a Trustee or Site Trustee to benefit from any indemnity arrangements that would be rendered void by any provision of the Companies Act 2006, the Charities Act 2011 or any other provision of law.

**TRUSTEES' BENEFITS AND CONFLICTS OF INTEREST**

6.4 A public company, which has shares listed on a recognised stock exchange and of which

any one Trustee holds no more than 1% of the issued capital of that company, may receive fees, remuneration or other benefit in money or money's worth from the Company.

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

6.6 No Trustee may:

(a) buy any goods or services from the Company;

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

(c) be employed by, or receive any remuneration from the Company (other than the Chief Executive Officer (to the extent that he is a Trustee) whose employment and/or remuneration is subject to the procedure and conditions in Article 6.8); or

(d) receive any other financial benefit from the Company:

unless:

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

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

6.7 Subject to Article 6.8, a Trustee may:

(a) receive a benefit from the Company in the capacity of a beneficiary of the Company;

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

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

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

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

(a) the remuneration or other sums paid to the Trustee do not exceed an amount that is reasonable in all the circumstances; and

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

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

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

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

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

(c) the Trustee does not vote on any such matter and is not to be counted when calculating whether a quorum of Trustees is present at the meeting; and

(d) in relation to proposed contracts for employment or services (except, where the Chief Executive Officer is a Trustee, the principal employment contract or contract for services under which he is employed or engaged by the Company), the other Trustees are satisfied that it is in the interests of the Company to employ or to contract with that Trustee rather than with someone who is not a Trustee. In reaching that decision the Trustees must balance the advantage of employing a Trustee against the disadvantages of doing so (especially the loss of the Trustee's services as a result of dealing with the Trustee's conflict of interest); and

(e) the reason for their decision is recorded by the Trustees in the minute book; and

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

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

6.9 In Articles 6.2 - 6.9:

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

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

(b) "Trustee" shall include any child, stepchild, parent, grandchild, grandparent, brother, sister or spouse of the Trustee or any person living with the Trustee as his or her partner; and

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

(i) a partner;
(ii) an employee;
(iii) a consultant;
(iv) a director;
(v) a member; or
(vi) a shareholder, unless the shares of the company are listed on a recognised stock exchange and the Trustee holds less than 1% of the issued capital.

**LIMITED LIABILITY OF MEMBERS**

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

**DISSOLUTION AND WINDING UP**

8. Every Member of the Company undertakes to contribute such amount as may be required

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

9. If the Company is wound up or dissolved and after all its debts and liabilities (including any under section 2 of the Academies Act 2010) have been satisfied there remains any property it shall not be paid to or distributed among the Members of the Company (except for a Member which is itself a charity fulfilling the criteria set out below), but shall be given or transferred to some other charity or charities having Object similar to the Object which prohibits the distribution of its or their income and property to an extent at least as great as is imposed on the Company by Article 6 above, chosen by the Members of the Company at or before the time of dissolution and if that cannot be done then to some other charitable object.

**AMENDMENTS TO MEMORANDUM AND ARTICLES**

10. No alteration or addition shall be made to or in the provisions of the Memorandum and/or Articles without the written consent of the Diocesan Corporate Member provided that the Company is maintaining, carrying on, managing and developing at least one Church Academy. No alteration or addition to these Articles which would or is likely to affect the governance or Church of England ethos of any Church Academy shall be made without the written consent of the Site Trustees of the relevant Church Academy or Academies.

11. No alteration or addition shall be made to or in the provisions of the Articles which would have the effect (a) that the Company would cease to be a company to which section 60 of the Companies Act 2006 applies; or (b) that the Company would cease to be a charity; or (c) that it might weaken the maintenance of the ethos (whether Church of England or otherwise) at the Academies.

**MEMBERS**

12. The Members of the Company shall comprise:

(a) the Diocesan Corporate Members who are:

(i) Salisbury Diocesan Baord of Education (reg Co No 00464306) ; and

(ii) Bath & Wells DBE Trust (reg Co No 07778078)

(b) any person appointed under Article 16B;

(c) the chairman of the Trustees if so appointed;

(d) any person appointed under Articles 15A or 16A;

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

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

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

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

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

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

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

(d) ceases to themselves be a Member,

their right to appoint Members under these Articles shall vest in the remaining Members.

15. Membership will terminate automatically if:

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

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

(c) a Member becomes insolvent or makes any arrangement or composition with that

Member's creditors generally.

15A. The Members with the written consent of the Diocesan Corporate Members may agree by passing a special resolution to appoint such additional Members as they think fit.

16. In addition to their rights under Article 13 and subject to the requirements of the Relevant Funding Agreement, the Members with the written consent of the Diocesan Corporate Members may agree by passing a special resolution to remove any such additional Members appointed under Article 15A. The Member whose proposed removal is the subject of the resolution shall not be entitled to vote on that resolution.

16A. Upon the resignation or removal of any member (including a signatory to the Memorandum) other than the Diocesan Corporate Members the Members shall appoint by majority a replacement Member if required to ensure that the number of Members appointed to represent the interests of the Church of England shall not exceed 50% of the total number of Members.

16B. If the number of Members appointed to represent the interests of the Church of England is less than 50% of the total number of Members the Diocesan Corporate Members may appoint additional Members provided that the total proportion of Members appointed to represent the interests of the Church of England does not exceed 50% of the total number of Members.

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

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

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

18A. The Diocesan Corporate Members are not precluded by its membership of the Company

from taking any action or exercising any function it has as Diocesan Board of Education under the Measure.

**MEMBERS' MEETINGS: ANNUAL GENERAL MEETINGS AND GENERAL MEETINGS**

19. The Company shall hold an Annual General Meeting each Academy Financial year in addition to any other meetings in that year, and shall specify the meeting as such in the notices calling it; and not more than fifteen months shall elapse between the date of one Annual General Meeting of the Company and that of the next; provided that so long as the Company holds its first Annual General Meeting within eighteen months of its incorporation, it need not hold it in the year of its incorporation or in the following year. The Annual General Meeting shall be held at such time and place as the Trustees shall appoint. All meetings of the Members other than Annual General Meetings shall be called General Meetings

20. The Trustees may call General Meetings and, on the requisition of Members pursuant to the provisions of the Companies Act 2006, shall forthwith proceed to convene a General Meeting in accordance with that Act. If there are not within the United Kingdom sufficient Trustees to call a General Meeting, any Trustee or any Member of the Company may call a General Meeting.

**NOTICE OF GENERAL MEETINGS**

21. General Meetings shall be called by at least fourteen clear days' notice but a General Meeting may be called by shorter notice if it is so agreed by a majority in number of Members having a right to attend and vote and together representing not less than 90% of the total voting rights at that meeting.

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

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

**PROCEEDINGS AT GENERAL MEETINGS**

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

24. If a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Trustees may determine.

25. The Members present and entitled to vote at the meeting shall elect by ordinary resolution one of their number to be the chairman of the General Meeting, and such election shall be binding on all Members and Trustees present at the meeting.

26. Not used.

27. A Trustee shall, notwithstanding that he is not a Member, be entitled to attend and speak at any General Meeting.

28. The chairman may, with the consent of a majority of the Members at a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days' notice shall be given specifying the time, date and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.

29. A resolution put to the vote of the meeting shall be decided on a show of hands unless before, or on the declaration of the result of the show of hands, a poll is duly demanded. Subject to the provisions of the Companies Act 2006, a poll may be demanded:

    (a) by the chairman; or

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

(c) by a Member or Members representing not less than one-tenth of the total voting rights of all the Members having the right to vote at the meeting.

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

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

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

33. A poll demanded on the election of the chairman or on a question of adjournment shall be taken immediately. A poll demanded on any other question shall be taken either immediately or at such time, date and place as the chairman directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent continuance of a meeting for the transaction of any business other than the question on which the poll is demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.

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

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

**VOTES OF MEMBERS**

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

37. Not used.

38. No Member shall be entitled to vote at any General Meeting unless all moneys then payable by him to the Company have been paid.

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

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

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

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

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

Resolution No. 1 *for * against

Resolution No. 2 *for * against.

* Strike out whichever is not desired.

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

Signed on …. 20[ ]"

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

(a) be deposited at the office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or

(b) in the case of a poll taken more than 48 hours after it is demanded, be deposited as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll; or

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

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

43. A vote given or poll demanded by proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Company at the office or at such other place at which the instrument of proxy was duly deposited before the commencement of the meeting or adjourned meeting at which the vote given or the poll demanded or (or in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

44. Any organisation which is a Member of the Company may by resolution of its board of

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

**TRUSTEES**

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

45A. All Trustees upon their appointment or election and before exercising any duties as a Trustee shall give a written undertaking to the Site Trustees and the Diocesan Corporate Members to uphold the Object of the Company.

46. Subject to Articles 48-49 and 53, the Company shall have the following Trustees:

(a) No fewer than 3 Trustees, appointed under Article 50;

(b) No fewer than 3 Trustees, appointed under Article 50AA;

(c) The Chief Executive Officer, if appointed under Article 57;

(d) A minimum of 2 Parent Trustees elected or appointed under Articles 53-56 in the event that no Local Governing Bodies are established under Article 100(a) or if no provision is made, or is planned, for at least 2 Parent Local Governors on each established Local Governing Body pursuant to Article 101A.

47. The Company may also have any Co-opted Trustee appointed under Article 58.

48. The first Trustees shall be those persons named in the statement delivered pursuant to sections 9 and 12 of the Companies Act 2006.

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

**APPOINTMENT OF TRUSTEES**

50. The Members shall appoint by ordinary resolution a minimum of three Trustees.

50A. The Diocesan Corporate Members shall between then appoint at least three (and in their absolute discretion may between them appoint more than three) Trustees provided that the Trustees appointed under this Article shall not exceed 50% of the total number of Trustees.

50B. The total number of Trustees including the Chief Executive Officer if appointed to act as Trustee under Article 57 who are employees of the Company shall not exceed one third of the total number of Trustees.

50C. Not used.

50D. Not used.

51. Not used.

52. Not used.

**PARENT TRUSTEES**

53. In circumstances where the Trustees have not appointed Local Governing Bodies in respect of the Academies as envisaged in Article 100(a) or if no provision is made for at least 2 Parent Local Governors on each established Local Governing Body pursuant to Article 101A there shall be a minimum of two Parent Trustees and otherwise such number as the Members shall decide who shall be appointed or elected in accordance with Articles 54 - 56.

54. Parent Trustees and Parent Local Governors shall be elected or, if the number of parents, or individuals exercising parental responsibility, standing for election is less than the number of vacancies, appointed (in accordance with the terms of reference determined by the Trustees from time to time). The elected or appointed Parent Trustees must be a parent, or an individual exercising parental responsibility, of a registered pupil at one or more of the Academies at the time when he is elected or appointed. The elected (or, if the number of parents or individuals exercising parental responsibility standing for election is less than the number of vacancies, appointed) Parent Local Governors of the Local Governing Body must be a parent, or an individual exercising parental responsibility, of a registered pupil at one or more of the Academies overseen by the Local Governing Body at the time when he is elected or appointed.

54AA. In the case of 16-19 Academies, references to ‘a parent, or an individual exercising parental responsibility, of a registered pupil at one or more of the Academies’ in Article 54 shall be deemed to be references to ‘a parent or an individual exercising parental responsibility of, a registered student at that 16-19 Academy’ or, in circumstances where no parent, or an individual exercising parental responsibility, of a registered student at the 16-19 Academy is willing or able to act as a Parent Trustee or a Parent Local Governor, references to ‘a parent, or an individual exercising parental responsibility, of a registered pupil at one or more of the Academies’ shall be deemed to be references to ‘a parent, or an individual exercising parental responsibility, of a child of above compulsory school age but not above the age of 19.

54A. The number of Parent Trustees and Parent Local Governors required shall be made up by Parent Trustees and Parent Local Governors appointed by the Trustees if the number of parents, or individuals exercising parental responsibility, standing for election is less than the number of vacancies.

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

56. In appointing a Parent Trustee or Parent Local Governor the Trustees shall appoint a person who is the parent, or an individual exercising parental responsibility, of a registered pupil at an Academy as described in Articles 54 and 54AA; or where the Trustees are exercising their power to appoint a Parent Trustee or Parent Local Governor and it is not reasonably practical to appoint a parent, or an individual exercising parental responsibility, as described in Articles 54 and 54AA, then the Trustees may appoint a person who is the parent, or an individual exercising parental responsibility, of a child within the age range of at least one of the Academies or, in the case of an appointment to a Local Governing Body, the age range of at least one of the Academies overseen by that Local Governing Body.

**CHIEF EXECUTIVE OFFICER**

57. Providing that the Chief Executive Officer agrees so to act, the Members may by ordinary resolution appoint the Chief Executive Officer as a Trustee.

**CO-OPTED TRUSTEES**

58. The Trustees may appoint Co-opted Trustees. A 'Co-opted Trustee' means a person who is appointed to be a Trustee by being Co-opted by Trustees who have not themselves been so appointed. The Trustees may not co-opt an employee of the Company as a Co-opted Trustee if thereby the number of Trustees who are employees of the Company would exceed one third of the total number of Trustees including the Chief Executive Officer to the extent he is a Trustee.

59 - 63. Not used.

**TERM OF OFFICE**

64. The term of office for any Trustee shall be four years, save that this time limit shall not apply to any post which is held ex-officio. Subject to remaining eligible to be a particular type of Trustee, any Trustee may be re-appointed or re-elected in General Meeting.

**RESIGNATION AND REMOVAL**

65. A Trustee shall cease to hold office if he resigns his office by notice to the Company (but only if at least three Trustees will remain in office when the notice of resignation is to take effect).

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

67. Where a Trustee resigns his office or is removed from office, the Trustee or, where he is removed from office, those removing him, shall give written notice thereof to the Clerk.

**DISQUALIFICATION OF TRUSTEES**

68. No person shall be qualified to be a Trustee unless he is aged 18 or over at the date of his election or appointment. No current pupil or current student of any Academy shall be

a Trustee.

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

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

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

(a) he has been declared bankrupt and/or his estate has been seized from his possession for the benefit of his creditors and the declaration or seizure has not been discharged, annulled or reduced; or

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

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

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

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

75. A person shall be disqualified from holding or continuing to hold office as a Trustee or a member of a Local Governing Body if he has not given the undertaking required by Article 45A (or Article 103) as applicable.

76 Not used.

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

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

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

80. Articles 68 to 75, Articles 77 to 79 and Articles 97 to 98B also apply to any member of any committee of the Trustees, including a Local Governing Body, who is not a Trustee.

**CLERK TO THE TRUSTEES**

81. The Clerk shall be appointed by the Trustees for such term, at such remuneration and upon such conditions as they may think fit; and any Clerk so appointed may be removed by them. The Clerk shall not be a Trustee, or the Chief Executive Officer or a Principal. Notwithstanding this Article, the Trustees may, where the Clerk fails to attend a meeting of theirs, appoint any one of their number or any other person to act as Clerk for the purposes of that meeting. The Clerk may, but need not, be the appointed company secretary of the Company.

**CHAIRMAN AND VICE-CHAIRMAN OF THE TRUSTEES**

82. The Trustees shall for each school year elect a chairman and a vice-chairman from among their number. A Trustee who is employed by the Company shall not be eligible for election

as chairman or vice-chairman.

83. Subject to Article 84, the chairman or vice-chairman shall hold office as such until his successor has been elected in accordance with Article 85.

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

(a) he ceases to be a Trustee;

(b) he is employed by the Company;

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

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

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

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

87-89 Not used.

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

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

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

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

92. Before the Trustees resolve at the relevant meeting on whether to confirm the resolution

to remove the chairman or vice-chairman from office, the Trustee or Trustees proposing his removal shall at that meeting state their reasons for doing so and the chairman or vice-chairman shall be given an opportunity to make a statement in response.

**POWERS OF TRUSTEES**

93. Subject to provisions of the Companies Act 2006, the Articles and to any directions of the Members given by special resolution, the business of the Company shall be managed by the Trustees who may exercise all the powers of the Company. No alteration of the Articles and no such direction shall invalidate any prior act of the Trustees which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this Article shall not be limited by any special power given to the Trustees by the Articles and a meeting of Trustees at which a quorum is present may exercise all the powers exercisable by the Trustees.

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

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

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

95. In the exercise of their powers and functions, the Trustees may consider any advice given by the Chief Executive Officer (to the extent that he is not a Trustee) and any other executive officer.

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

**TRUSTEES' AND MEMBERS' CONFLICTS OF INTEREST**

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

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

98A. The Diocesan Corporate Members shall not be deemed to have a conflict of loyalty or interest arising from its connection with the Church of England or its duty and functions under the Measure and no Member, Trustee or Local Governor appointed by them shall be deemed to have a conflict of loyalty arising from that appointment.

98B. If otherwise than a set out in Article 98A a conflict of interests arises for a Trustee because of a duty of loyalty owed to another organisation or person and the conflict is not authorised by virtue of any other provision in the articles, the unconflicted Trustees may authorise such a conflict of interests where the following conditions apply:

(a) the conflicted Trustee is absent from the part of the meeting at which there is discussion of any arrangement or transaction affecting that other organisation or person;

(b) the conflicted Trustee does not vote on any such matter and is not to be counted when considering whether a quorum of Trustees is present at the meeting; and

(c) the unconflicted Trustees consider it is in the interests of the charity to authorise the conflict of interests in the circumstances applying.

In this Article a conflict of interests arising because of a duty of loyalty owed to another organisation or person only refers to such a conflict which does not involve a direct or indirect benefit of any nature to a Trustee or to a connected person.

**MINUTES OF TRUSTEES' MEETINGS**

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

**COMMITTEES**

100. Subject to these Articles, the Trustees:

(a) may appoint committees to be known as Local Governing Bodies for each Academy (and the same Local Governing Body may be appointed for more than one Academy; and

(b) may establish any other committee.

101. Subject to these Articles, the constitution, membership and proceedings of any committee shall be determined by the Trustees. The establishment, terms of reference, constitution and membership of any committee of the Trustees shall be reviewed at least once in every 12 months. The membership of any committee of the Trustees may include persons who are not Trustees, provided that (with the exception of the Local Governing Bodies) a majority of members of any such committee shall be Trustees. Except in the case of a Local Governing Body, no vote on any matter shall be taken at a meeting of a committee of the Trustees unless the majority of members of the committee present are Trustees.

101A. The Trustees shall ensure that any Local Governing Body shall include at least two Parent Local Governors.

101B. The Trustees shall ensure that any Local Governing Body constituted:

(a) in respect of any Academy that had previously been a voluntary controlled school immediately prior to conversion to Academy status shall have up to 25% of its members appointed by the Trustees with the consent of the Diocesan Corporate Member in whose Diocese the Academy is located and that all its members shall sign an undertaking to that Diocesan Corporate Member to uphold the designated religious character of the said Academy;

(b) in respect of any Academy that had previously been a voluntary aided school immediately prior to conversion to Academy status shall have a majority of its

members (except elected parent and any staff members) appointed by the Trustees with the consent of the Diocesan Corporate Member in whose Diocese the Academy is located and that all its members shall sign an undertaking to that Diocesan Corporate Member to uphold the designated religious character of the said Academy;

(c) in respect of any Academy without a designated religious character shall have its members appointed by the Trustees taking into account the needs of the Academy and the Trustees shall recognise and support the individual ethos of the said Academy as a school not designated as having a religious character.

102. Any power of delegation exercised under Article 105 in relation to the establishment of a Local Governing Body for an Academy shall be by way of Scheme of Delegation. The form of Scheme of Delegation to be used may be attached to these Articles and amended by the Trustees from time to time.

103. All members of a Local Governing Body shall upon their appointment or election, and before exercising any duties as a member of the Local Governing Body, give a written undertaking to the Trustees, the Site Trustees and the Diocesan Corporate Members to uphold the Object of the Company. If they refuse to give such an undertaking they shall immediately be disqualified from holding office.

104. The functions, duties and proceedings of the Local Governing Bodies or committees shall be subject to regulations made by the Trustees from time to time. Local Governing Bodies may also be established solely for the purpose of fulfilling an advisory function to the board of Trustees.

**DELEGATION**

105. The Trustees may delegate any of their powers and functions (including the power to sub-delegate) to any Trustee, committee (including any Local Governing Body), the Chief Executive Officer, the Principal or any other holder of an executive office. Any such delegation shall be made in writing and subject to any conditions the Trustees may impose, and may be revoked or altered.

105A. A Trustee, committee (including any Local Governing Body), the Chief Executive Officer or any other holder of an executive office to whom a power or function of the Trustees is delegated under Article 105 may further sub-delegate those powers or functions (or any

of them) to a further person. Where any power or function of the Trustees is sub-delegated by any person to whom it has been delegated, that person must inform the Trustees as soon as reasonably practicable which powers and functions have been further delegated and to whom, and any such sub-delegation shall be made subject to any conditions the Trustees may impose, and may be revoked or altered by the Trustees.

106. Where any power or function of the Trustees has been exercised by any committee (including any Local Governing Body), any Trustee, the Chief Executive Officer, the Principals or any other holder of an executive office, or a person to whom a power or function has been sub-delegated under Article 105A, that person or committee shall report to the Trustees in respect of any action taken or decision made with respect to the exercise of that power or function at the meeting of the Trustees immediately following the taking of the action or the making of the decision.

**CHIEF EXECUTIVE OFFICER, PRINCIPALS AND STAFF**

107. The Trustees, with the involvement of and in consultation with the Diocesan Corporate Members and having made use of any relevant powers under section 124AA of the School Standards and Framework Act 1998 shall appoint the Chief Executive Officer. Subject to Article 105A, the Trustees may delegate such powers and functions as they consider are required by the Chief Executive Officer and Principals for the internal organisation, management and control of the Academies (including the implementation of all policies approved by the Trustees and for the direction of the teaching and curriculum at the Academies.

107A. The Trustees shall appoint the Principal of each Academy provided that:

(a) in respect of the appointment of the Principal of any Academy that had immediately prior to conversion been a voluntary controlled school the Trustees may only appoint with the involvement and consent of the Diocesan Corporate Member in whose Diocese the Academy is located and having made use of their powers under s124AA of the School Standards and Framework Act 1998; and

(b) in respect of the appointment of the Principal of any Academy that had immediately prior to conversion been a voluntary aided school the Trustees may only appoint with the involvement and consent of the Diocesan Corporate Member in whose Diocese the Academy is located and in any appointment in such a school will have regard, where relevant, to their powers under section 124A of the School

Standards and Framework Act 1998 and to their power where relevant to declare an occupational requirement for the purposes of Part 1 of Schedule 9 of the Equality Act 2010 for non-teaching appointments where they believe this to be justified.

**MEETINGS OF THE TRUSTEES**

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

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

(a) given by the Trustees; or

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

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

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

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

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

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

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

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

114. A meeting of the Trustees shall be terminated forthwith if:

(a) the Trustees so resolve; or

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

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

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

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

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

119. The quorum for the purposes of:

(i) any vote on the removal of a Trustee in accordance with Article 66; and

(ii) any vote on the removal of the chairman of the Trustees in accordance with Articles

90 and 91,

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

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

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

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

(a) any vacancy among their number; or

(b) any defect in the election, appointment or nomination of any Trustee.

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

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

(a) the agenda for every meeting of the Trustees;

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

(c) the signed minutes of every such meeting; and

(d) any report, document or other paper considered at any such meeting,

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

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

(a) a named Teacher or other person employed, or proposed to be employed, at any Academy;

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

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

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

(a) he has given notice of his intention to do so detailing the telephone number on which he can be reached and/or appropriate details of the video conference suite from which he shall be taking part at the time of the meeting at least 48 hours before the meeting; and

(b) the Trustees have access to the appropriate equipment.

If after all reasonable efforts it does not prove possible for the person to participate by telephone or video conference the meeting may still proceed with its business provided it is otherwise quorate.

**PATRONS AND HONORARY OFFICERS**

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

**THE SEAL**

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

**ACCOUNTS**

129. Accounts shall be prepared in accordance with the relevant statement of recommended

practice published by the Charity Commission from time to time (the "Statement of Recommended Practice") as if the Company was a non-exempt charity and Parts 15 and 16 of the Companies Act 2006 and shall file these with the Secretary of State and the Principal Regulator by 31 December for each Academy Financial Year.

**ANNUAL REPORT**

130. The Trustees shall prepare its Annual Report in accordance with the Statement of Recommended Practice as if the Company was a non-exempt charity and shall file these with the Secretary of State and the Principal Regulator by 31 December each Academy Financial Year.

**ANNUAL RETURN**

131. The Trustees shall comply with their obligations under Part 24 of the Companies Act 2006 (or any statutory re-enactment or modification of that Act) with regard to the preparation of an annual return to the Registrar of Companies and will supply a copy of the confirmation statement to the Secretary of State and the Principal Regulator by 31 December each Academy Financial Year.

**NOTICES**

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

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

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

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

**INDEMNITY**

136. Subject to the provisions of the Companies Act 2006 and Article 6.3 every Trustee or other officer or auditor of the Company shall be indemnified out of the assets of the Company against any liability incurred by him in that capacity in defending any proceedings, whether civil or criminal, in which judgment is given in favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.

**RULES**

137. The Trustees may from time to time make such rules or bye laws as they may deem necessary or expedient or convenient after consultation with the Diocesan Corporate Members for the proper conduct and management of the Company and for the purposes of prescribing classes of and conditions of membership, and in particular but without prejudice to the generality of the foregoing, they may by such rules or bye laws regulate:

(a) 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;

(b) the procedure at General Meetings and meetings of the Trustees and committees of the Trustees and meetings of the Local Governing Bodies in so far as such procedure is not regulated by the Articles; and

(c) generally, all such matters as are commonly the subject matter of company rules.

138. The Company in general meeting shall have power to alter, add or to repeal the rules or bye laws but only having consulted the Diocesan Corporate Member. Provided that no rule or bye law shall be inconsistent with, or shall affect or repeal anything contained in the Articles.

**AVOIDING INFLUENCED COMPANY STATUS**

139. Notwithstanding the number of Members from time to time, the maximum aggregate number of votes exercisable by Local Authority Associated Persons shall never exceed 19.9% of the total number of votes exercisable by Members in General Meeting and the votes of the other Members having a right to vote at the meeting will be increased on a pro-rata basis.

140. No person who is a Local Authority Associated Person may be appointed or elected as a Trustee if, once the appointment or election had taken effect, the number of Trustees who are Local Authority Associated Persons would represent 20% or more of the total number of Trustees. Upon any resolution put to the Trustees, the maximum aggregate number of votes exercisable by any Trustees who are Local Authority Associated Persons shall represent a maximum of 19.9% of the total number of votes cast by the Trustees on such a resolution and the votes of the other Trustees having a right to vote at the meeting will be increased on a pro-rata basis.

141. No person who is a Local Authority Associated Person is eligible to be appointed or elected to the office of Trustee unless his appointment or election to such office is authorised by the local authority to which he is associated.

142. If at the time of either his becoming a Member of the Company or his first appointment or election to office as a Trustee any Member or Trustee was not a Local Authority Associated Person but later becomes so during his membership or tenure as a Trustee he shall be deemed to have immediately resigned his membership and/or resigned from his office as a Trustee as the case may be.

143. If at any time the number of Trustees or Members who are also Local Authority Associated Persons would (but for Articles 139 - 142 inclusive) represent 20% or more of the total number of Trustees or Members (as the case may be) then a sufficient number of the Trustees or Members (as the case may be) who are Local Authority Associated Persons shall be deemed to have resigned as Trustees or Members (as the case may be)

immediately before the occurrence of such an event to ensure that at all times the number of such Trustees or Members (as the case may be) is never equal to or greater than 20% of the total number of Trustees or Members (as the case may be). Trustees or Members (as the case may be) who are Local Authority Associated Persons shall be deemed to have resigned in order of their appointment or election date the most recently appointed or elected resigning first.

144. The Members will each notify the Company and each other if at any time they believe that the Company or any of its subsidiaries has become subject to the influence of a local authority (as described in section 69 of the Local Government and Housing Act 1989).