

COMPANIES ACT 2006

ARTICLES OF ASSOCIATION

OF

THE SWAN TRUST

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COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

OF

THE SWAN TRUST

1 NAME

The name of the company is The Swan Trust (the "**Company**").

2 REGISTERED OFFICE

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

3 OBJECTS

3.1 The objects of the Company are to:

3.1.1 provide services and support for the benefit of its Member Schools;

3.1.2 promote co-operation and collaboration between Member Schools and with other educational institutions;

3.1.3 promote school improvement in respect of Member Schools; and

3.1.4 undertake such other charitable or non-charitable activities as the Directors consider appropriate for the benefit of the Member Schools,

(the "**Objects**").

4 POWERS

The Company has the following powers which may be exercised only in promoting the Objects:

4.1 to work with Member Schools including, but without limitation, to monitor and oversee the performance of such schools and to advise on curricular and other matters at such schools where appropriate and to procure and deliver, or assist with the procurement and delivery of, goods and services to Member Schools;

4.2 to promote or carry out research surveys, studies or other work, making the useful results available;

4.3 to provide advice;

4.4 to provide, publish or distribute information;

4.5 to advertise in such manner as may be thought expedient;

4.6 to co-operate with other bodies;

- 4.7 to support, administer or set up other companies or charities;
- 4.8 to raise funds and to carry on trade in the course of carrying out the Objects;
- 4.9 to receive and administer donations;
- 4.10 to borrow money and give security for loans;
- 4.11 to acquire or hire property of any kind;
- 4.12 to let or dispose of property of any kind;
- 4.13 to make grants or loans of money and to give guarantees provided that where any payment is made to the treasurer or other proper official of a company the receipt of such treasurer or official shall be a complete discharge to the Directors;
- 4.14 to set aside funds for special purposes or as reserves against future expenditure;
- 4.15 to deposit or invest in funds in any manner;
- 4.16 to arrange for investments or other property of the Company to be held in the name of a nominee company acting under the direction of the Directors or controlled by a Financial Expert acting under their instructions and to pay any reasonable fee required;
- 4.17 to deposit documents and physical assets with a company registered or having a place of business in England or Wales as custodian, and to pay any reasonable fee required;
- 4.18 to insure the property of the Company against any foreseeable risk and take out other insurance policies to protect the Company when required;
- 4.19 to provide indemnity insurance for the Directors or any other officer of the Company to the extent permitted by the Act;
- 4.20 subject to Article 5 to employ paid or unpaid agents staff or advisers;
- 4.21 to enter into contracts to provide services to or on behalf of other bodies;
- 4.22 to establish or acquire subsidiary companies; and
- 4.23 to do anything else within the law which promotes or helps to promote the Objects.

5 BENEFITS AND CONFLICTS FOR MEMBERS AND DIRECTORS

5.1 The property and funds of the Company must be used only for promoting the Objects and do not belong to the Members but:

5.1.1 Members who are not Directors may be employed by or enter into contracts with the Company and receive reasonable payment for goods or services supplied; and

subject to compliance with Article 5.4:

- 5.1.2 Members and Directors may be paid interest at a reasonable rate on money lent to the Company;
 - 5.1.3 Members and Directors may be paid a reasonable rent or hiring fee for property let or hired to the Company; and
 - 5.1.4 Members and Directors who are beneficiaries may receive benefits in that capacity.
- 5.2 A Director must not receive any payment of money or other material benefit (whether directly or indirectly) from the Company except:
- 5.2.1 as mentioned in Articles 4.19, 5.1.2, 5.1.3, 5.1.4, or 5.3;
 - 5.2.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Company;
 - 5.2.3 an indemnity in respect of any liabilities properly incurred in running the Company (including the costs of a successful defence to criminal proceedings);
 - 5.2.4 payment to any company in which a Director has no more than a one per cent shareholding; or
 - 5.2.5 in exceptional cases, other payments or benefits.
- 5.3 A Director may be employed by the Company and may enter into a written contract with the Company to supply goods or services in return for a payment or other material benefit.
- 5.4 Subject to Article 5.5, any Director who becomes a Conflicted Director in relation to any matter must:
- 5.4.1 declare the nature and extent of his or her interest at or before discussion begins on the matter;
 - 5.4.2 withdraw from the meeting for that item after providing any information requested by the Directors;
 - 5.4.3 not be counted in the quorum for that part of the meeting; and
 - 5.4.4 be absent during the vote and have no vote on the matter.
- 5.5 When any Director is a Conflicted Director, the Directors who are not Conflicted Directors, if they form a quorum without counting the Conflicted Director and are satisfied that it is in the best interests of the Company to do so, may by resolution passed in the absence of the Conflicted Director authorise the Conflicted Director, notwithstanding any conflict of interest or duty which has arisen or may arise for the Conflicted Director:
- 5.5.1 to continue to participate in discussions leading to the making of a decision and or to vote, except where a Conflicted Director is to receive any payment or material benefit from the Company; or
 - 5.5.2 to disclose information confidential to the Company to a third party; or

- 5.5.3 to take any other action not otherwise authorised which does not involve the receipt by the Conflicted Director of any payment or material benefit from the Company, or to refrain from taking any step required to remove the conflict.
- 5.6 A Conflicted Director who obtains (other than through his or her position as Director) information that is confidential to a third party, shall not be in breach of his or her duties to the Company if he or she declares the conflict in accordance with Article 5.4 and then withholds such confidential information from the Company.
- 5.7 For any transaction or arrangement authorised under Articles 4.19, 5.1.2 to 5.1.4, 5.2 and 5.3, the Director's duty under the Act to avoid a conflict of interest with the Company shall be disapplied provided the relevant provisions of Article 5.4 have been followed.

6 MEMBERSHIP

- 6.1 The Company must maintain a register of Members.
- 6.2 The first Members of the Company shall be the subscribers to the Memorandum of Association, being:
- The Horsell Village School (company number 8622047);
The Oaktree School Academy Trust (company number 8638766).
- 6.3 Subsequent Members of the Company shall include the following:
- 6.3.1 The Hermitage School, Barnsbury Primary School and Beaufort Community Primary School who shall be entitled to become Members within 3 months of their conversion to academies within the meaning of the Academies Act 2010;
- 6.3.2 any other organisation which:
- (A) meets the requirements of being a Member School as detailed in the Members' Agreement;
- (B) is interested in the Objects;
- (C) is approved unanimously by the Members.
- 6.4 Each Member must sign a declaration of willingness to act as a Member on or prior to appointment.
- 6.5 Membership is terminated if the Member concerned:
- 6.5.1 gives 3 months' written notice of resignation to the Company provided always that a Member which has required intervention and improvement by the Company may not terminate its membership until the Company has indicated, acting reasonably, that the Member no longer requires such intervention and improvement;
- 6.5.2 ceases to exist;
- 6.5.3 is six months in arrears in paying the relevant subscription (if any) (but in such a case the Member may be reinstated on payment of the amount due);

6.5.4 is removed from Membership pursuant to the provisions of the Members' Agreement.

6.6 Membership of the Company is not transferable.

6.7 The Directors may establish different classes of Membership and recognise one or more classes of supporters who are not Members (but who may nevertheless be termed "members") and set out their respective rights and obligations.

6.8 Any corporate or unincorporated organisation that is a Member of the Company may nominate (and remove and replace) any person to act as its duly authorised representative at any meeting of the Company, provided that:

6.8.1 the organisation must give written notice to the Company of the name of its representative. The nominee shall not be entitled to represent the organisation at any meeting unless the notice has been received by the Company. The nominee may continue to represent the organisation until written notice to the contrary is received by the Company;

6.8.2 any notice given to the Company will be conclusive evidence that the nominee is entitled to represent the organisation or that his or her authority has been revoked. The Company shall not be required to consider whether the nominee has been properly appointed by the organisation;

6.8.3 the duly authorised representative of an unincorporated organisation shall be entered in the register of Members as the Member, with the name of the unincorporated organisation which they represent noted next to them.

7 **LIMITED LIABILITY**

The liability of Members is limited.

8 **GUARANTEE**

Every Member promises if the Company is dissolved while he she or it remains a Member or within twelve months afterwards to contribute up to one pound (£1) towards the costs of dissolution and the liabilities incurred by the Company while he she or it was a Member.

9 **GENERAL MEETINGS OF MEMBERS**

9.1 **General Meetings**

9.1.1 Members are entitled to attend general meetings. A general meeting may be called at any time by the Directors and must be called within 21 days of a written request from a majority of the Members.

9.2 **Notice**

9.2.1 Subject to Article 9.2.2, general meetings are called on at least fourteen and not more than twenty eight Clear Days' notice (unless the Act requires a longer notice period) specifying: the time, date and place of the meeting; the general nature of the business to be transacted, including any proposed special resolution; and notifying Members of their right to appoint a proxy.

9.2.2 A general meeting may be called by shorter notice if ninety per cent of the Members entitled to vote upon the business to be transacted agree to this in writing.

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

9.2.4 The proceedings at a general meeting shall not be invalidated because a person who was entitled to receive notice of the meeting did not receive it because of an accidental omission by the Company.

9.3 **Quorum**

9.3.1 No business shall be transacted at any meeting unless a quorum is present. There is a quorum at a general meeting if: (a) where the total number of Members is 4 or less, all of the Members are present in person or by proxy or by the duly authorised representative of an organisation; or (b) where the total number of Members is greater than 4, all of the Members minus one are present in person or by proxy or by the duly authorised representative of an organisation.

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

9.4 **Chair of the Meeting**

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

9.4.2 If no Director is willing to act as Chair, or if no Director is present within fifteen minutes after the time appointed for holding the meeting, the Members present and entitled to vote shall choose one of their number to be chair. Save that a proxy who is not a Member entitled to vote shall not be entitled to be appointed as chair.

9.5 **Adjournment**

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

9.6 **Voting General**

9.6.1 On a show of hands or a poll every Member who is present by a duly authorised representative or by proxy, unless the proxy or the representative is himself a Member entitled to vote, shall have one vote.

9.6.2 A Member in respect of whom an order has been made by any court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental incapacity may vote, whether on a show of hands or on a poll, by his or her deputy, registered attorney, curator bonis or other person authorised in that behalf appointed by that court, and any such deputy, registered attorney, curator bonis or other person may, on a

show of hands or on a poll, vote by proxy. Evidence to the satisfaction of the Directors of the authority of the person claiming to exercise the right to vote shall be deposited at the Company's registered office, or at such other place as is specified in accordance with these Articles for the deposit of instruments of proxy, not less than forty eight hours (excluding public holidays and weekends) before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in default the right to vote shall not be exercisable.

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

9.7 **Poll Voting**

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

- (A) by the Chair; 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;

and a demand by a person as proxy for the duly authorised representative of a Member or as proxy for a duly authorised representative of an organisation, shall be the same as a demand by the Member.

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

9.7.3 A demand for a poll may be withdrawn if the poll has not yet been taken; and the Chair consents to the withdrawal. A demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.

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

9.7.5 A poll demanded on the election of a Chair or on a question of adjournment shall be taken immediately. A poll demanded on any other question shall be taken either immediately or at such time and place as the Chair directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration

of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.

9.7.6 No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven Clear Days' notice shall be given specifying the time and place at which the poll is to be taken.

9.8 **Proxy Voting**

9.8.1 On a poll or a show of hands, votes may be given either personally or by the duly authorised representative of an organisation or by proxy.

9.8.2 The appointment of a proxy shall be executed by or on behalf of the appointor and shall be in a form approved by the Directors which:

- (A) states the name and address of the Member, or the duly authorised representative of an organisation, appointing the proxy;
- (B) identifies the person appointed to be that Member's, or the duly authorised representative of an organisation's, proxy and the general meeting in relation to which that person is appointed;
- (C) is executed by or on behalf of the Member, or the duly authorised representative of an organisation, appointing the proxy; and
- (D) is delivered to the Company in accordance with these Articles and any instructions contained in the notice of the general meeting to which the proxy relates.

9.8.3 The appointment of a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the Directors may:

- (A) in the case of an instrument in Hard Copy Form be deposited at the Company's registered office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting not less than forty eight hours (excluding public holidays and weekends) before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or
- (B) in the case of an appointment contained in an Electronic Form, where an address has been specified for the purpose of receiving information by Electronic Means:
 - (i) in the notice convening the meeting, or
 - (ii) in any instrument of proxy sent out by the Company in relation to the meeting, or
 - (iii) in any invitation which is sent by Electronic Means to appoint a proxy issued by the Company in relation to the meeting,

be received at such address not less than forty eight hours (excluding public holidays and weekends) before the time for

holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote;

- (C) in the case of a poll taken more than forty eight hours (excluding public holidays and weekends) after it is demanded, be deposited or received as aforesaid after the poll has been demanded and not less than twenty four hours (excluding public holidays and weekends) before the time appointed for the taking of the poll; or
- (D) where the poll is not taken immediately but is taken not more than forty eight hours (excluding public holidays and weekends) after it was demanded, be delivered at the meeting at which the poll was demanded to the Chair or to the Secretary or to any Director;

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

9.8.4 A vote given or poll demanded by the duly authorised representative of an organisation or by proxy shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Company at its registered office or at such other place at which the instrument of proxy was duly deposited or, where the appointment of the proxy was sent by Electronic Means, at the address at which such appointment was duly received before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

9.8.5 An appointment of a proxy may be revoked by delivering to the Company a notice given by or on behalf of the person by whom or on whose behalf the proxy notice was given. A notice revoking the appointment of a proxy only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

9.9 **Written Resolutions**

Subject to the provisions of the Act:

9.9.1 A written resolution is passed as an ordinary resolution if it is agreed to by Members representing a simple majority of the total voting rights of Eligible Members.

9.9.2 A written resolution is passed as a special resolution if it is agreed to by Members representing not less than seventy five per cent of the total voting rights of Eligible Members; and states that it is a special resolution.

9.9.3 A copy of the written resolution must be sent to every Eligible Member together with a statement informing them of the date by which the resolution must be passed if it is not to lapse, and how to indicate their agreement to the resolution.

9.9.4 A Member indicates its agreement to a written resolution when the Company receives from the Member an authenticated document identifying the written resolution and indicating its agreement to it:

- (A) by the Member's signature if the document is in Hard Copy Form; or

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

9.9.5 A written resolution lapses if the required number of agreements has not been obtained by twenty eight days beginning with the Circulation Date of the resolution.

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

9.10 **AGMs**

9.10.1 Except for the first year of incorporation, the Company must hold an AGM in every year which all Members are entitled to attend. The first AGM must be held within eighteen months after the Company's incorporation.

9.10.2 At an AGM the Members:

- (A) receive the accounts of the Company for the previous financial year;
- (B) receive the Directors' report on the Company's activities since the previous AGM;
- (C) appoint independent examiners or auditors for the Company; and
- (D) discuss and determine any issues of policy or deal with any other business put before them by the Directors.

10 **THE DIRECTORS**

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

10.2 The Company shall have the following Directors:

10.2.1 The Directors appointed under Article 10.3; and

10.2.2 The Headteacher of each Member School.

10.3 Each Member has the right to appoint one Director (and, for the avoidance of doubt, may also remove their appointee).

10.4 The Directors when complete shall consist of at least one person from each Member School but (unless otherwise determined by ordinary resolution) shall not, subject always to the provisions of Article 10.2, be subject to a maximum.

10.5 Every Director must sign a declaration of willingness to act as a Director of the Company before he or she is eligible to vote at any meeting of the Directors.

10.6 The Directors appointed pursuant to Article 10.3 shall serve terms of office of three years and shall be eligible to be reappointed for one further term of office of

three years following which there must be a break of at least one year before the Director may be reappointed, unless the Members unanimously agree that this break can be disapplied.

- 10.7 A Director's term of office automatically terminates if he or she:
- 10.7.1 is incapable, whether mentally or physically, of managing his or her own affairs;
 - 10.7.2 is absent without permission of the Directors from three consecutive meetings and is asked by a majority of the Directors to resign;
 - 10.7.3 resigns by written notice to the Directors (but only if there remains in office at least one Director from each Member School);
 - 10.7.4 is the Headteacher of a school which ceases to be a Member School;
 - 10.7.5 is the appointee of an organisation which ceases to be a Member; or
 - 10.7.6 is removed by resolution passed by the Members present and voting at a general meeting after the meeting has invited the views of the Director concerned and considered the matter in the light of any such views.
- 10.8 A technical defect in the appointment of a Director of which the Directors are unaware at the time does not invalidate decisions taken at a meeting.

11 PROCEEDINGS OF DIRECTORS

- 11.1 The Directors must hold at least three meetings each year.
- 11.2 Reasonable written notice of every Directors' meeting shall be sent to each Director, specifying the place, day and hour of the meeting and the business to be discussed, provided that where the Chair so determines on the ground that there are matters demanding urgent consideration, it shall be sufficient if the written notice of a meeting is given within such shorter period as he directs.
- 11.3 A quorum at a meeting of the Directors is at least one person from each Member School (i.e. either the Headteacher or a Director appointed under Article 10.3), provided always that, where a Director is a Conflicted Director, the quorum shall be reduced accordingly).
- 11.4 A meeting of the Directors may be held either in person or by suitable Electronic Means agreed by the Directors in which all participants may communicate with all the other participants simultaneously.
- 11.5 The Chair or (if the Chair is unable or unwilling to do so) some other Director chosen by the Directors present presides at each meeting.
- 11.6 Every question to be decided at a meeting of the Directors shall be determined by at least 90% of the Directors (rounded up to the nearest whole number) present and voting at the meeting.
- 11.7 A resolution in writing, signed by all the Directors entitled to receive notice of a meeting of Directors (other than any Conflicted Director who has not been authorised to vote), shall be valid and effective as if it had been passed at a meeting of Directors duly convened and held. For this purpose the resolution

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

- 11.8 Every Director has one vote on each issue.
- 11.9 A Director must declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the Company or in any transaction or arrangement entered into by the Company which has not previously been declared; and a Director must comply with the requirements of Article 5 (Benefits and Conflicts for Members and Directors).
- 11.10 A procedural defect of which the Directors are unaware at the time does not invalidate decisions taken at a meeting.

12 **ALTERNATE DIRECTORS**

- 12.1 Any Director (the "appointer") may appoint as an Alternate any other Director, or any other person approved by resolution of the Directors, to—
 - 12.1.1 exercise that Director's powers, and
 - 12.1.2 carry out that Director's responsibilities,in relation to the taking of decisions by the Directors in the absence of the Alternate's appointer.
- 12.2 Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the appointer, or in any other manner approved by the Directors.
- 12.3 The notice must—
 - 12.3.1 identify the proposed Alternate, and
 - 12.3.2 in the case of a notice of appointment, contain a statement signed by the proposed Alternate that the proposed Alternate is willing to act as the Alternate of the Director giving the notice.
- 12.4 An Alternate Director, when acting in his or her capacity as Alternate, has the same rights in relation to any Directors' meeting or Directors' written resolution as the Alternate's appointer.
- 12.5 Except as the Articles specify otherwise, Alternate directors:
 - 12.5.1 are deemed for all purposes to be Directors;
 - 12.5.2 are liable for their own acts and omissions;
 - 12.5.3 are subject to the same restrictions as their appointers; and
 - 12.5.4 are not deemed to be agents of or for their appointers.
- 12.6 A person who is an Alternate director but not a Director—
 - 12.6.1 may be counted as participating for the purposes of determining whether a quorum is participating (but only if that person's appointer is not participating), and

- 12.6.2 may sign a written resolution (but only if it is not signed or to be signed by that person's appointer).
- 12.7 No Alternate may be counted as more than one Director for such purposes.
- 12.8 An Alternate director is not entitled to receive any remuneration from the Company for serving as an Alternate director.
- 12.9 An Alternate director's appointment as an Alternate terminates—
- 12.9.1 when the Alternate's appointer revokes the appointment by notice to the Company in writing specifying when it is to terminate;
- 12.9.2 on the occurrence in relation to the Alternate of any event which, if it occurred in relation to the Alternate's appointer, would result in the termination of the appointer's appointment as a Director;
- 12.9.3 on the death of the Alternate's appointer; or
- 12.9.4 when the Alternate's appointer's appointment as a Director terminates.

13 **POWERS OF DIRECTORS**

The Directors have the following powers in the administration of the Company:

- 13.1 to appoint (and remove) any person (who may be a Director) to act as Secretary to the Company, subject to the provisions of Article 13A;
- 13.2 to appoint a Chair for such term as they consider fit;
- 13.3 to appoint (and remove) any honorary officers from among their number, subject to the provisions of Article 13A;
- 13.4 to delegate any of their functions to committees consisting of two or more individuals appointed by them (but at least one member of every committee must be a Director and all proceedings of committees must be reported promptly to the Directors);
- 13.5 to make standing orders consistent with these Articles and the Act to govern proceedings at general meetings;
- 13.6 to make rules consistent with these Articles and the Act to govern proceedings at their meetings and at meetings of committees;
- 13.7 to make regulations consistent with these Articles and the Act to govern the administration of the Company and the use of its seal (if any);
- 13.8 to establish procedures to assist the resolution of disputes within the Company;
- 13.9 to exercise any powers of the Company which are not reserved to the Members; and
- 13.10 to change the name of the Company.

13A **SECRETARY AND HONORARY OFFICERS**

The Secretary and any honorary officers (other than the Chair) shall hold office for a maximum of 3 years and there shall not be more than one honorary officer (other than the Chair) from each Member School at any one time.

14 RECORDS & ACCOUNTS

14.1 The Directors must comply with the requirements of the Act as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies of:

14.1.1 annual reports;

14.1.2 annual returns; and

14.1.3 annual statements of account.

14.2 The Directors must keep records of:

14.2.1 all proceedings at general meetings;

14.2.2 all proceedings at meetings of the Directors;

14.2.3 all reports of committees; and

14.2.4 all professional advice obtained.

14.3 Accounting records relating to the Company must be made available for inspection by any Director at any reasonable time during normal office hours and may be made available for inspection by Members who are not Directors if the Directors so decide.

14.4 A copy of the Company's latest available statement of account must be supplied on request to any Director or Member, or to any other person who makes a written request and pays the Company's reasonable costs, within two months of the request.

15 MEANS OF COMMUNICATION TO BE USED

(In this Article "**Document**" includes without limitation a notice, proxy form, guarantee certificate or other information, except where expressly excluded.)

15.1 Any Document to be given to or by any person pursuant to these Articles must be in writing and sent or supplied in Hard Copy Form or Electronic Form, to an address for the time being notified for that purpose to the person giving the Document.

15.2 A Document may only be given in Electronic Form where the recipient has agreed (specifically or generally) that the document or information may be sent in that form, and this agreement has not been revoked.

15.3 The Company may deliver a Document to a Member:

15.3.1 by delivering it by hand to the postal address recorded for the Member on the register;

15.3.2 by sending it by post or other delivery service in an envelope (with postage or delivery paid) to the postal address recorded for the Member on the register;

15.3.3 by fax (except a guarantee certificate) to a fax number notified by the Member in writing;

15.3.4 by electronic mail (except a guarantee certificate) to an address notified by the Member in writing; or

15.3.5 by advertisement in at least two national newspapers.

This Article does not affect any provision in any relevant legislation or these Articles requiring notices or documents to be delivered in a particular way.

15.4 If a Document is delivered by hand, it is treated as being delivered at the time it is handed to or left for the Member.

15.5 If a Document is sent by post or other delivery service not referred to below, it is treated as being delivered:

15.5.1 forty eight hours after it was posted, if first class post was used; or

15.5.2 seventy two hours after it was posted or given to delivery agents, if first class post was not used;

provided it can be proved conclusively that a Document was delivered by post or other delivery service by showing that the envelope containing the Document was:

15.5.3 properly addressed; and

15.5.4 put into the post system or given to delivery agents with postage or delivery paid.

15.6 If a Document (other than a guarantee certificate) is sent by fax, it is treated as being delivered twenty four hours after it was sent.

15.7 If a Document (other than a guarantee certificate) is sent by electronic mail, it is treated as being delivered twenty four hours after it was sent.

15.8 If a Document is given by advertisement, it is treated as being delivered at midday on the day when the last advertisement appears in the newspapers.

15.9 A technical defect in the giving of notice of which the Directors are unaware at the time does not invalidate decisions taken at a meeting.

15.10 A Member present by duly authorised representative of an organisation or by proxy at any general meeting of the Company shall be deemed to have received notice of the meeting, and where necessary of the purpose for which it was called.

15.11 A Member who does not register an address with the Company or who registers only a postal address that is not within the United Kingdom shall not be entitled to receive any notice from the Company.

16 **EXCLUSION OF MODEL ARTICLES**

The model articles if any for a company limited by guarantee are hereby expressly excluded.

17 **INDEMNITY**

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

17.1 The Company shall indemnify every Director against any liability incurred in successfully defending legal proceedings in that capacity, or in connection with any application in which relief is granted by the Court from liability for negligence, default, or breach of duty or breach of trust in relation to the Company.

17.2 In this Article a "Director" means any Director or former Director of the Company.

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

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

17.3.2 in connection with an application under section 1157 of the Companies Act 2006 (power of Court to grant relief in case of honest and reasonable conduct) in which relief is granted to him or her or it by the Court.

18 **DISSOLUTION**

18.1 If the Company is dissolved the assets (if any) remaining after provision has been made for all its liabilities must be applied in one or more of the following ways as the Directors may decide:

18.1.1 by transfer to one or more other bodies established for purposes within, the same as or similar to the Objects;

18.1.2 directly for the Objects or for other purposes which are within or similar to the Objects.

19 **INTERPRETATION**

19.1 References to an Act of Parliament are references to that Act as amended or re-enacted from time to time and to any subordinate legislation made under it.

19.2 In these Articles:

"**Academy**" means an educational institution which meets the requirements of either section 1A, 1B or 1C of the Academies Act 2010 and "Academies" means more than one such Academy;

"**Act**" means the Companies Acts as defined in section 2 of the Companies Act 2006, in so far as they apply to the Company;

"Address" includes a number or address used for the purposes of sending or receiving documents by Electronic Means;

"AGM" means an annual general meeting of the Company;

"Alternate" or **"Alternate Director"** has the meaning given in Article 12;

"the Articles" and **"these Articles"** means the Company's Articles of Association and **"Article"** refers to a particular Article;

"Chair" means the person elected under Article 13.2 to chair Directors' meetings and other meetings as laid out in these Articles;

"Company" means the company governed by these Articles;

"Circulation Date" subject to the Act, means the date on which copies of a written resolution are sent or submitted to Members (or if copies are sent or submitted to Members on different days to the first of those days);

"Clear Day" means 24 hours from midnight following the relevant event and **"Clear Days"** shall be construed accordingly;

"Conflicted Director" means a Director in respect of whom a conflict of interest arises or may reasonably arise because such Director stands to receive a benefit from the Company, or has some separate interest or duty in a matter to be decided, or in relation to information which is confidential to the Company;

"Director" means a director of the Company and **"Directors"** means the directors;

"Education Acts" means the Education Acts as defined in section 578 of the Education Act 1996 and any subsequent relevant legislation, including the Academies Act 2010 and any regulations made under the Education Acts;

"Electronic Form" and **"Electronic Means"** have the meanings respectively prescribed to them in the Companies Act 2006;

"Eligible Member" subject to the Act, means Members who would have been entitled to vote on the resolution at the time that the first copy of the resolution is sent or submitted to a Member for his or her agreement on the Circulation Date of the resolution;

"executed" includes any mode of execution;

"Financial Expert" means an individual company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;

"firm" includes Limited Liability Partnership;

"Hard Copy Form" has the meaning prescribed by the Companies Act 2006;

"Headteacher" means the individual appointed as headteacher or principal of a Member School from time to time, including an acting headteacher;

"Member" and **"Membership"** refer to company membership of the Company;

"Member School" means a school within the meaning of the Education Acts (including, but without limitation, an Academy), or any other form of educational institution whose governing body or proprietor is a Member of the Company admitted in accordance with these Articles;

"Members' Agreement" means an agreement between the Members setting out their rights and obligations as Members of the Company;

"Memorandum" means the Company's memorandum of association;

"month" means calendar month;

"Objects" means the objects of the Company as defined in Article 3;

"Secretary" means the individual or entity appointed by the Directors to act as secretary of the Company;

"written" or **"in writing"** means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied, without limitation by, Hard Copy, Electronic Means or otherwise; and

"year" means calendar year.

19.3 Expressions not otherwise defined which are defined in the Act have the same meaning.