

**THE COMPANIES ACTS 1985 TO 2006**  
**PRIVATE COMPANY LIMITED BY GUARANTEE**

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**ARTICLES OF ASSOCIATION**  
**OF SCHOOLS NORTHEAST**

**(which include, by virtue of section 28 Companies Act 2006,  
provisions previously contained in the Memorandum of  
Association)**

**Incorporated under the Companies Acts 1985 to 2006  
on 11 December 2007  
under No 6450637**

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As amended by:

- 1 – Special Resolution dated 28 March 2013
- 2 – Special Resolution dated 1 October 2015
- 3 – Special Resolution dated 19 September 2017
- 4 – Special Resolution dated 24 June 2021

**The Companies Acts 1985 to 2006**

**A COMPANY LIMITED BY GUARANTEE AND**

**NOT HAVING A SHARE CAPITAL**

**Memorandum of Association**

**of**

**SCHOOLS NORTHEAST**

1. The name of the company is Schools NorthEast (“the Company”).
2. The registered office of the Company will be situated in England.
3. The objects for which the Company is established are the advancement of education for the public benefit of children and young people up to the age of 25, in particular, but not exclusively, by establishing a network for schools in the North East of England to work together to support, inform and influence key regional strategies and so enable schools to improve the quality and effectiveness of education and build links with the employment sector (“the Objects”).
4. In furtherance of the Objects but not further or otherwise, the Company shall have the following powers (but only to the extent to which they may lawfully be exercised by a company having exclusively charitable objects):
  - 4.1 To purchase, take on, lease or in exchange, hire or otherwise acquire and hold for any estate or interest any real or personal property and any rights or privileges which may be necessary for the promotion of the Objects and to construct, maintain and alter any buildings or erections necessary or convenient for the work of the Company.
  - 4.2 Subject to such consents as may be required by law, to sell, exchange, let, mortgage, dispose of, turn to account or otherwise deal with all or any of the property or assets of the Company.
  - 4.3 Subject to such consents as may be required by law, to borrow and raise money and secure or discharge any debt or obligation of the Company in such manner as

may be thought fit and in particular by mortgages of, or charges upon, the undertaking and all or any of the real and personal property (present and future) of the Company or by the creation and issue of debentures, debenture stock or other obligations or securities of any description;

- 4.4 To raise funds and organise appeals and invite and receive contributions from any person or persons whatsoever by way of subscription (whether or not under deed of covenant), donation and otherwise, and whether or not subject to any special trusts or conditions. Provided that the Company shall not undertake any permanent trading activities in raising funds, the profits of which are liable to tax, otherwise than for carrying out the Objects;
- 4.5 To set aside funds for special purposes or as reserves against future expenditure;
- 4.6 To invest the monies of the Company not immediately required for its purposes in or upon such investments, securities or property as may be thought fit and to vary the investments in such manner as may from time to time be determined subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law;
- 4.7 To delegate the management of investments to a Financial Expert but only on terms that:
  - 4.7.1 the investment policy is set down in writing for the Financial Expert by the Trustees;
  - 4.7.2 every transaction is reported promptly to the Trustees;
  - 4.7.3 the performance of the investments is reviewed regularly with the Trustees;
  - 4.7.4 the Trustees are entitled to cancel the delegation arrangements at any time;
  - 4.7.5 the investment policy and the delegation arrangement are reviewed at least once a year;

- 4.7.6 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
- 4.7.7 the Financial Expert must not do anything outside the powers of the Trustees.
- 4.8 To arrange for investments or other property of the Company to be held in the name of a nominee (being a corporate body registered or having an established place of business in England and Wales) acting under the control of the Trustees or of a Financial Expert acting under their instructions and to pay any reasonable fee required.
- 4.9 To encourage groups of members to form branches, friends groups or other voluntary groups and provide an organisation within which they should conduct their business which must be for, or conducive to, the Objects and at its discretion to dissolve any such branches, friends groups or other voluntary groups or dissociate them from the Company. Each branch, friends group or other voluntary group shall be constituted and its affairs shall be carried on in accordance with regulations approved from time to time by the Trustees.
- 4.10 To establish, support, act as trustee of or aid in the establishment and support of any charitable associations, institutions or trusts and to subscribe or guarantee money for charitable purposes in any way connected with the Objects or which shall further the Company's interests or any of them.
- 4.11 To employ staff and to make provision for the payment of pensions and superannuation to or on behalf of employees and former employees of the Company and their spouses, widows and other dependants and to provide life, health, accident and other insurances and other benefits (pecuniary or otherwise) to or for the benefit of any of them.
- 4.12 To provide indemnity insurance to cover the liability of the Trustees which by virtue of any rule of law would otherwise attach to them, or any one of them, in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Company. Provided that any such insurance shall not extend to any claim arising from any act or omission which the Trustees, or

Trustee concerned, knew to be a breach of trust or breach of duty or which was committed by the Trustees or Trustee in reckless disregard of whether it was a breach of trust or breach of duty or not and provided that any such insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the Trustees, or any Trustee, in their capacity as Trustees, or a Trustee, of the Company.

- 4.13 To insure the property of the Company against any foreseeable risk and take out other insurance policies to protect the Company when required.
- 4.14 To co-operate with other charities, voluntary bodies and statutory authorities operating in furtherance of the Objects or similar purposes and to exchange information and advice with them.
- 4.15 To subscribe to, support, affiliate, become a member of, amalgamate with or cooperate with any other charitable organisation, institution, society or body not formed for or established for purposes of profit (whether incorporated or not and whether in Great Britain or Northern Ireland or elsewhere) whose objects are, wholly or in part, similar to those of the Company and which by its constitution prohibits the distribution of its income and property amongst its members to an extent at least as great as is imposed on the Company.
- 4.16 To purchase or otherwise acquire and undertake all or such part of the property, assets, liabilities and engagements as may lawfully be acquired or undertaken by the Company of any one or more of the charitable organisations, institutions societies or bodies having objects altogether or in part similar to those of the Company.
- 4.17 To use any form of media and communication including but not limited to printing and publishing any newspaper, periodicals, books, articles or leaflets using films, television, video and the internet.
- 4.18 To draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts.
- 4.19 To undertake or support research in furtherance of the Objects and to publish the useful results of such research.

- 4.20 To arrange and provide for, or join in arranging and providing for, the holding of conferences, exhibitions, meetings, lectures, classes, seminars and training courses.
  - 4.21 To provide financial assistance, to make grants or loans of money, to give guarantees and donations to and to provide equipment and apparatus.
  - 4.22 To make applications for consent under bye-laws or regulations and other like applications.
  - 4.23 To pay out of the funds of the Company the costs, charges and expenses of, and incidental to, the formation and registration of the Company.
  - 4.24 To enter into contracts and provide services to or on behalf of other bodies.
  - 4.25 To establish or acquire subsidiary companies to assist or act as agents for the Company.
  - 4.26 To do all such other lawful and charitable things as shall further the attainment of the Objects.
5. The income and property of the Company shall be applied solely towards the promotion of the Objects and no part shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to the Members and no Trustee shall be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Company. Provided that this clause shall not prevent any payment in good faith by the Company:
    - 5.1 of reasonable and proper remuneration to any Member, officer or employee of the Company (not being a Trustee) for any goods or services supplied to the Company and of travelling expenses necessarily incurred in carrying out the duties of any Member, officer or employee of the Company;
    - 5.2 of interest at a reasonable rate on money lent by any Member or Trustee;
    - 5.3 of reasonable and proper rent or hiring fee for premises let or hired to the Company by any Member or Trustee;

- 5.4 of fees, remuneration or other benefit, in money or money's worth, to a company of which a Trustee may be a member holding not more than one per cent part of the issued share capital of that company;
  - 5.5 to any Trustee of reasonable out-of-pocket expenses;
  - 5.6 to any Trustee an indemnity in respect of any liabilities properly incurred in running the Company (including the cost of successful defence to criminal proceedings);
  - 5.7 of the usual professional charges for business done by any Trustee who is a solicitor, accountant or other person engaged in a profession, or by any partner of his or hers, when instructed by the Company to act in a professional capacity on its behalf. Provided that at no time shall a majority of the Trustees benefit under this provision and that a Trustee shall withdraw from any meeting at which his or her appointment or remuneration or that of his or her partner is under discussion;
  - 5.8 the payment of any premium in respect of any indemnity insurance to cover the liability of the Trustees (or any Trustee) which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Company. Provided that any such insurance shall not extend to any claim arising from any act or omission which the Trustees (or any Trustee) knew to be a breach of trust or breach of duty or which was committed by the Trustees (or any Trustee) in reckless disregard of whether it was a breach of trust or breach of duty or not and provided also that any such insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the Trustees (or any Trustee) in their capacity as the Trustees (or Trustee) of the Company; and
  - 5.9 in exceptional cases other payments or benefits (but only with the written approval of the Charity Commission in advance).
6. A Trustee may not be an employee of the Company, but a Trustee or a connected person may enter into a contract with the Company to supply goods or services in return for a payment or other material benefit if:
    - 6.1 the goods or services are actually required by the Company;

- 6.2 the nature and level of the benefit is no more than reasonable in relation to the value of the goods or services and is set at a meeting of the Trustees in accordance with procedure in clause 7; and
  - 6.3 no more than up to one half of the Trustees are interested in such a contract in any financial year.
7. Whenever a Trustee has a personal interest in a matter to be discussed at a meeting of the Trustees or a committee, he must:
  - 7.1 declare an interest before the meeting or at the meeting before discussion begins on the matter;
  - 7.2 be absent from the meeting for that item unless expressly invited to remain in order to provide information;
  - 7.3 not be counted in the quorum for that part of the meeting; and
  - 7.4 be absent during the vote and have no vote on the matter.
8. The liability of the Members is limited.
9. Every Member of the Company undertakes to contribute such amount as may be required (not exceeding one pound) to the assets of the Company in the event of its being wound up while he is a Member, or within one year after he ceases to be a Member, for payment of the debts and liabilities of the Company contracted 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.
10. If, upon the winding-up or dissolution of the Company, there remains (after the satisfaction of all its debts and liabilities) any property whatsoever the same shall not be paid to, or distributed among, the Members but shall be given or transferred to some other charitable institution or institutions having objects similar to the Objects and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Company under, or by virtue of, clause 5 of this Memorandum of Association. Such charitable institution or institutions to be determined by the Members, at or before the time of dissolution, or in



default by the Charity Commission, if and so far as effect cannot be given to such provision then to some other charitable object.

**The Companies Acts 1985 to 2006**

**COMPANY LIMITED BY GUARANTEE AND  
NOT HAVING A SHARE CAPITAL**

**Articles of Association  
of  
SCHOOLS NORTHEAST**

**INTERPRETATION**

1. In these Articles and in the Memorandum, the words in the first column of the table below, shall bear the meanings set opposite to them in the second column, if not inconsistent with the subject or context:

<b>Words</b>	<b>Meanings</b>
<b>the Acts:</b>	The Companies Acts 1985 to 2006 including any statutory modification or re-enactment thereof for the time being in force
<b>Area:</b>	the Local Authority areas in the North East of England from time to time
<b>these Articles:</b>	The Articles of Association of the Company
<b>Charity Commission:</b>	The Charity Commission for England and Wales
<b>Clear Day:</b>	24 hours from midnight following the relevant event
<b>Connected Person:</b>	Any spouse, partner, parent, child, brother, sister, grandparent or grandchild of a Trustee, any firm of body corporate (including a limited liability partnership) of which a Trustee is a member or employee and any company of which a Trustee is a director, employee, or shareholder having a beneficial interest in more than 1 per cent of the share capital

<b>the Company:</b>	Schools NorthEast
<b>Financial Expert:</b>	An individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000
<b>Financial Year:</b>	The Company's financial year
<b>Members:</b>	The Members of the Company for the purposes of the Acts
<b>the Memorandum:</b>	The Memorandum of Association of the Company
<b>Month:</b>	Calendar month
<b>the Office:</b>	The Registered Office of the Company
<b>the Register:</b>	The Register of Members of the Company kept pursuant to the Acts
<b>the Seal:</b>	The Common Seal of the Company if it has one
<b>the Secretary:</b>	Any person appointed to perform the duties of secretary of the Company
<b>Partner School:</b>	a school located in the Area that subscribes to the Company.
<b>a Trustee:</b>	a director of the Company and <b>Trustees</b> means all the directors
<b>in writing:</b>	written, printed, lithographed or photographed or partly one and partly another and other modes of representing or reproducing words in a visible form
<b>Year:</b>	Calendar year

Words importing the singular shall include the plural and vice versa. Words importing the masculine shall include the feminine. Words importing persons shall include corporations.

Subject as aforesaid, any words or expressions defined in the Acts shall, if not inconsistent with the subject or context, bear the same meaning in these Articles.

2. When any provision of the Acts is referred to, the reference is to such provision as modified or re-enacted by any statute for the time being in force.

## **MEMBERS**

3. Members shall be appointed by each Partner School. Each Partner School shall, from time to time, appoint one Member, who shall be a member of staff of such Partner School, by notice in writing to the Secretary.
4. Members shall have consented in writing to become Members and their names shall have been entered in the Register.
5. Every Member shall be subject to the provisions of these Articles in relation to his membership and shall be deemed to have had knowledge of these Articles and to have consented to them at the time of, or prior to, his becoming a Member.
6. A Member shall cease to be a Member and his name shall be removed from the Register if:
  - 6.1 the Partner School which appointed him removes him by notice in writing to the Secretary;
  - 6.2 he resigns by giving three months' notice in writing of his resignation to the Secretary;
  - 6.3 he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or in Scotland on application for admission under the Mental Health (Care and Treatment) (Scotland) Act 2003; or
  - 6.4 he ceases to be a serving member of staff of the Partner School which appointed him;
  - 6.5 he is removed from membership by resolution of the Trustees on the ground that in their reasonable opinion the Member's continued membership is harmful to the Company (but only after notifying the Member and the Partner Schools in the relevant Area in writing and considering the matter in the light of any written

representations which the Member and/or the Partner Schools puts forward within fourteen clear days after receiving notice); or

6.6 he dies.

7. Membership of the Company is not transferable by the Member. If a Member ceases to hold office for whatever reason and a vacancy is created then the Partner School which appointed that Member shall appoint another person in his place.
8. The Trustees may from time to time establish other classes of membership and may from time to time set out the rights and duties of such members, provided that such persons shall not be entitled to vote at General Meetings.

### **GENERAL MEETINGS**

9. The Company shall hold in each year a General Meeting as its Annual General Meeting in addition to any others 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 the first Annual General Meeting within eighteen months of its incorporation, it need not hold one 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 or their Chairman shall determine.
10. All General Meetings other than Annual General Meetings shall be Extraordinary General Meetings.
11. The Trustees, or their Chairman, may whenever they or he thinks fit call General Meetings and on the requisition of Members pursuant to the provisions of the Acts shall immediately proceed to convene a General Meeting for a date not later than eight weeks after receipt of the requisition. It at any time there are not within the United Kingdom sufficient Trustees capable of acting to form a quorum any Trustee or any Member may call a General Meeting.

### **NOTICE OF GENERAL MEETINGS**

12. All General Meetings shall be called by 14 clear days' notice in writing but a General Meeting may be called by shorter notice if it is so agreed:

- 12.1 in the case of a meeting called as the Annual General Meeting, by all the Members entitled to attend and vote at the meeting; and
- 12.2 in the case of any other meeting, by a majority in number of the Members having a right to attend and vote at the meeting being a majority together representing not less than 90% of the total voting rights at that meeting of all the Members.
13. The notice shall specify the time and place of the meeting and, in the case of an Annual General Meeting, shall specify the meeting as such. The notice shall be given to all Members, the Trustees and the auditors.
14. 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**

15. No business shall be transacted at any General Meeting unless a quorum of Members is present. Save as herein otherwise provided, one third of the Members or a minimum of nine Members present in person or by proxy shall be a quorum.
16. If, within fifteen minutes from the time appointed for the holding of a General Meeting, a quorum is not present or if during a meeting a quorum ceases to be present, the meeting, if convened on the requisition of Members, shall be dissolved. In any other case, it shall stand adjourned to the same day in the next week, at the same time and place, or to such day, time and place as the Chairman of the meeting, or the Trustees, shall appoint, and if at the adjourned meeting a quorum is not present within fifteen minutes from the time appointed for holding the meeting, the Members present shall be a quorum.
17. The Chairman (if any) of the Trustees shall preside as Chairman at every General Meeting of the Company or if he shall not be present within fifteen minutes after the time appointed for holding the meeting, or shall be unwilling to preside, the Vice Chairman (if any) of the Trustees shall, if present and willing to act, preside as Chairman failing which the Members present shall elect one of their number to be Chairman of the meeting.
18. The Chairman may with the consent of any 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 business which might properly have been transacted at the meeting had the adjournment not taken place.

19. 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.
20. At any General Meeting, a resolution put to the vote of the meeting shall be decided on a show of hands unless (before or upon the declaration of the result of the show of hands) a poll is:
  - 20.1 demanded by the Chairman; or
  - 20.2 by at least two Members present in person having the right to vote at the meeting (including proxies).

Unless a poll is so 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 proceedings of the Company 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.

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.

21. A demand for a poll made by a proxy for a Member will be treated in the same way as a demand made by the Member which appointed the proxy.
22. A poll shall be taken as the Chairman of the meeting directs and he may appoint scrutineers (who need not be Members) and fix a time and place for declaring the results of a poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
23. Any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll.

24. No poll may be demanded on the election of a Chairman of a meeting or on any question of adjournment.
25. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting shall, except in the case of a resolution for altering the constitution of the Trustees, be entitled to a second or casting vote.
26. Subject to the provisions of the Acts, a resolution in writing is as effectual as a resolution actually passed at a General Meeting duly convened and held and may consist of several documents in the like form and will be treated as having been passed when it is signed by, or on behalf of, the proportion of those Members whose votes would have been required to pass it at a General Meeting. For the avoidance of doubt, a Member may indicate his agreement to a written resolution by electronic means, such as email, fax, or by submitting his vote online, in accordance with any directions provided by the Trustees for that purpose.
27. Any corporation which is a Member may, by resolution of its directors or other governing body, appoint any person to act as its representative at any General Meeting of the Company and such representative shall be entitled to exercise the same powers on behalf of the corporation which he represents as if he had been an individual Member including power when personally present to vote on a show of hands and to demand or concur in demanding a poll.

#### **VOTES OF MEMBERS**

28. Every Member shall have one vote to be cast by the Member, either personally or by proxy.
29. 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 Chairman whose decision shall be final and conclusive.
30. Every Member shall be entitled to appoint another person as his proxy in accordance with the Act. A proxy does not need to be a Member.
31. Proxies may only be validly appointed by a notice in writing (a "proxy notice") which states the name and address of the Member appointing the proxy, identifies the person



appointed as proxy and the General Meeting in relation to which he is appointed, is signed by or on behalf of the Member and is delivered to the Company in accordance with these Articles.

32. The Trustees may require proxy notices to be delivered in a particular form.
33. Proxy notices may specify how the proxy appointed under them is to vote (or to abstain from voting) on one or more resolution.
34. Unless a proxy notice indicates otherwise, it must be treated as allowing the person appointed as proxy discretion as how to vote on any ancillary or procedural resolutions put to the meeting and appointing that person as a proxy in relation to any adjournment of the General Meeting to which it relates as well as the meeting itself.
35. A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
36. An appointment under a proxy notice 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.
37. If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

## **TRUSTEES**

38. Until otherwise determined by a General Meeting, the number of Trustees shall be Minimum of 7 and a Maximum of 11. The subscribers to the Memorandum shall be the first Trustees. Future Trustees shall be elected at the Annual General Meeting by the Members from amongst their number save that a person may only be appointed if he is a serving headteacher of a Partner School.
39. Trustees reserve the right to co-opt Trustees who retire as serving Head Teacher of a Partner School for the period up to and including the subsequent Annual General Meeting with full voting rights. Co-opted retiring Trustees can then be re-elected in an

advisory capacity without voting rights on an annual basis until the retire or leave roles in education.

40. Trustees have the power to appoint additional specialist advisors with no voting rights to support special purpose activities. These are to be appointed for a defined role and time period.
41. Trustees shall be appointed for a term of 3 years. All Trustees shall be eligible for reappointment subject to a maximum period of office of 9 years, unless the Board or the members resolve that the needs of the Company require a Trustee to remain in office in which case, they may be appointed for a further period of up to 2 years.
42. A person shall not be entitled to act as a Trustee, whether on a first or any subsequent entry into office, until he has signed a declaration of acceptance and willingness to act in accordance with the terms of the Memorandum and these Articles.
43. A person who is not a Member shall not be or act as a Trustee and any Trustee who ceases to be a Member shall immediately cease to be a Trustee.

#### **POWERS AND DUTIES OF THE TRUSTEES**

44. Subject to the provisions of the Acts, the Memorandum and these Articles and to any directions 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 Memorandum or these 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 these Articles and a meeting of the Trustees at which a quorum is present may exercise all the powers exercisable by the Trustees.
45. The Trustees may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property and assets or any part thereof and to issue debentures and other securities whether outright or as collateral security for any debt, liability or obligation of the Company or of any third party.

46. Subject to the provisions of the Memorandum and these Articles, the Trustees may make rules with respect to the carrying into effect of all or any of the purposes of the Company or all or any of the provisions of these Articles.
47. Except to the extent permitted by clause 5 of the Memorandum, no Trustees shall take or hold any interest in property belonging to the Company or receive remuneration or be interested otherwise than as a Trustee in any other contract to which the Company is a party.

### **DISQUALIFICATION OF TRUSTEES**

48. The office of a Trustee shall be vacated if:
  - 48.1 he becomes bankrupt or he makes any arrangement or composition with his creditors;
  - 48.2 he is or may be suffering from mental disorder and either:
    - 48.2.1 he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or in Scotland an application for admission under the Mental Health (Care and Treatment) (Scotland) Act 2003; or
    - 48.2.2 an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver or curator bonis or other person to exercise powers with respect to his property or affairs.
  - 48.3 by notice in writing to the Company he resigns his office;
  - 48.4 he ceases to hold office by virtue of any provision of the Acts or is prohibited by law from holding office;
  - 48.5 he has been convicted of any offence involving dishonesty or deception;
  - 48.6 he absents himself from the meetings of the Trustees during a continuous period of six months without special leave of absence from the Trustees and they pass a resolution that he has by reason of such absence vacated office;
  - 48.7 he ceases to be the headteacher of the Partner School that appointed him; or

48.8 he ceases to be a Member.

### **RETIREMENT OF TRUSTEES BY ROTATION**

49. At each Annual General Meeting, one-third of the Trustees for the time being or if their number is not three or a multiple of three then the number nearest one-third shall retire from office.
50. A retiring Trustee shall retain his office until the conclusion of the meeting at which he retires or (if earlier) when a resolution is passed at that meeting not to fill the vacancy or to appoint another person in his place or the resolution to re-appoint him is put to the meeting and lost.
51. The Trustees to retire by rotation shall be those who shall have been longest in office since their last appointment or re-appointment. As between persons who became or were re-appointed Trustees on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot.
52. If the Company at the meeting at which a Trustee retires by rotation does not fill the vacancy the retiring Trustee shall if willing to act be deemed to have been re-appointed unless at the meeting it is resolved not to fill the vacancy or unless a resolution for the re- appointment of the Trustee is put to the meeting and lost.
53. Notwithstanding anything in these Articles, the Company may by Ordinary Resolution of which special notice has been given to all Members in accordance with the Acts remove any Trustee before the expiration of his period of office.

### **TRUSTEES' EXPENSES**

54. The Trustees may be paid all reasonable travelling, hotel and other expenses properly incurred by them in connection with their attendance at meetings of Trustees or committees of Trustees or General Meetings or otherwise in connection with the discharge of their duties but shall otherwise be paid no remuneration.

### **PROCEEDINGS OF THE TRUSTEES**

55. The Trustees, or any committee of the Trustees, may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit and determine the quorum necessary for the transaction of business provided always that the quorum

shall never be less than three members of the body concerned. Questions arising at any meeting shall be decided by a majority of votes. In the case of an equality of votes, the Chairman shall have a second or casting vote.

56. Any of the Trustees, or any committee of the Trustees, can take part in a Trustees meeting or committee meeting by way of a:

56.1 video conference or conference telephone or similar equipment designed to allow everybody to take part in the meeting; or

56.2 series of video conferences or telephone calls from the Chairman of the meeting.

Taking part in this way will be treated as being present at the meeting. A meeting which takes place by a series of video conferences or telephone calls from the Chairman will be treated as taking place where the Chairman is. Otherwise, meetings will be treated as taking place where the largest group of the participants are or, if there is no such group, where the Chairman is unless the Trustees decide otherwise.

57. The Chairman or Vice-Chairman of the Trustees may, and on the request of two Trustees shall, at any time call a meeting of the Trustees.

58. The Trustees for the time being may act notwithstanding any vacancy in their body but if and so long as their number is less than the number fixed as the quorum it shall be lawful for them to act for the purpose of filling up vacancies in their body or of calling a General Meeting but not for any other purpose.

59. The Trustees may from time to time elect from amongst their number a Chairman and a Vice-Chairman and may determine for what period they are to hold office. The Chairman shall be entitled to preside at all meetings of the Trustees at which he shall be present. If there shall be no Chairman or if at any meeting he is unwilling to do so or is not present within five minutes after the time appointed for holding the meeting, the Vice-Chairman shall act as Chairman of the meeting and if no Vice-Chairman is elected or if at any meeting he is unwilling to do so or is not present within five minutes after the time appointed for holding the meeting, the Trustees present shall choose one of their number to be Chairman of the meeting. A Chairman or a Vice-Chairman elected without any determination of the period for which he is to hold office shall be deemed to have been elected for a term of three years if and for so long as he shall remain a Trustee. A retiring Chairman and Vice-Chairman may be re-elected.

60. The Trustees may appoint one or more committees consisting of two or more individuals appointed by them at least one of whom must be a Trustee for the purpose of making any inquiry or supervising or performing any function or duty which in the opinion of the Trustees would be more conveniently undertaken or carried out by a committee. Provided that all acts and proceedings of any such committees shall be fully and promptly reported to the Trustees.
61. All acts bona fide done by any meeting of the Trustees, or of any committee of the Trustees, or by any person acting as a Trustee, shall notwithstanding it be afterwards discovered that there was some defect in the appointment of any such Trustee, or person acting as aforesaid, or that they or any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Trustee and had been entitled to vote.
62. The Trustees shall cause proper minutes to be made in books provided for the purpose of:
- 62.1 all appointments of officers made by the Trustees;
- 62.2 the names of Trustees present at each meeting of the Trustees and of any committee of the Trustees; and
- 62.3 all resolutions and proceedings at all meetings of the Company and of the Trustees and of committees of the Trustees.
- Any minutes of any meeting, if purporting to be signed by the Chairman of that meeting, or by the Chairman of the next succeeding meeting, shall be sufficient evidence without further proof of the facts stated in such minutes.
63. A resolution in writing signed by all the Trustees for the time being or of any committee of the Trustees entitled to receive notice of a meeting of the Trustees or of any such committee of the Trustees (as the case may be) shall be as valid and effectual as if it had been passed at a meeting of the Trustees or of such committee duly convened and held. The resolution may consist of more than one document in the like form each signed by one or more than one person and, for the avoidance of doubt, a Trustee may indicate his agreement to a written resolution by electronic means, such as email or fax,

or by submitting his vote online, in accordance with any directions provided by the Trustees for that purpose.

### **SECRETARY**

64. The Secretary shall be appointed by the Trustees for such term at such remuneration (if not a Trustee) and upon such conditions as they may think fit and any Secretary so appointed may be removed by the Trustees.
65. A provision of the Acts, or these Articles, requiring or authorising a thing to be done by, or to, a Trustee and the Secretary shall not be satisfied by its being done by, or to, the same person acting both as a Trustee and as, or in place of, the Secretary.

### **THE SEAL**

66. The Trustees shall provide for the safe custody of the Seal (if any) which shall be used only on the authority of the Trustees, or of a committee of the Trustees, authorised by the Trustees in that behalf. Every instrument to which the Seal shall be affixed shall be signed by a Trustee and shall be countersigned by the Secretary, or by a second Trustee, or by some other person appointed by the Trustees for that purpose.

### **HONORARY OFFICERS**

67. The Trustees may at any time, and from time to time, appoint any person, whether a Member of the Company or not, to be President, a Vice-President or a Patron of the Company, but such offices shall be honorary offices, carrying no executive duties or responsibilities and no voting powers.

### **ACCOUNTS**

68. Accounts and records shall be prepared and maintained in accordance with the requirements of law and generally accepted accounting practice for companies of the nature of the Company carrying on activities of the nature carried on by the Company.

### **ANNUAL REPORT**

69. The Trustees shall comply with their obligations under the Charities Act 2011 (or any statutory re-enactment or modification of this Act) with regard to the preparation of any annual report and its transmission to the Charity Commission.

## **ANNUAL RETURN**

70. The Trustees shall comply with their obligations under the Charities Act 2011 (or any statutory re-enactment or modification of this Act) with regard to the preparation of an annual return and its transmission to the Charity Commission.

## **NOTICES**

71.

71.1 Notices under these Articles may be sent by hand or by post or by suitable electronic means or (where applicable to Members generally) may be published in any suitable journal or newspaper or any newsletter distributed by the Company.

71.2 The only address at which a Member is entitled to receive notices is the address shown in the Register.

71.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:

71.3.1 twenty four hours after being sent by electronic means or delivered by hand to the relevant address;

71.3.2 two clear days after being sent by first class post to that address;

71.3.3 three clear days after being sent by second class or overseas post to that address;

71.3.4 on the date of publication of a newspaper containing the notice;

71.3.5 on being handed to the Member or in the case of a Member organisation its authorised representative personally; or, if earlier,

71.3.6 as soon as the Member acknowledges actual receipt.

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

## **DISSOLUTION**



72. Clause 10 of the Memorandum relating to the winding-up or dissolution of the Company shall have effect as if those provisions were repeated in these Articles.

### **INDEMNITY OF TRUSTEES AND OFFICERS**

73. Subject to the provisions of the Acts, every Trustee, Secretary, auditor or other officer of the Company shall be entitled to be indemnified against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of his duties, or in relation thereto, and no Trustee, Secretary, auditor or other officer of the Company shall be liable for any loss, damage or misfortune which may happen to, or be incurred by, the Company in the execution of the duties of his office, or in relation to it.

