

Model articles for Academy Trusts (the "Company") where the Church is in a majority  
(i.e. "VA" model)

**THE COMPANIES ACT 2006**

**A COMPANY LIMITED BY GUARANTEE**

**ARTICLES OF ASSOCIATION**

**OF**

**THREE SPIRES TRUST**

**COMPANY NUMBER:**

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**INTERPRETATION**

1. In these Articles:-

- (a) "the Academies" means all the schools and educational institutions referred to in Article 4 and operated by the Academy Trust (and "Academy" means any one of those schools or educational institutions);
- (b) "Academy Financial Year" means the academic year from 1<sup>st</sup> of September to 31<sup>st</sup> of August of the following year;
- (c) "the Academy Trust" means the Academy Trust intended to be regulated by these Articles and referred to in Article 2;
- (d) "Additional Trustees " means the Trustees to be appointed pursuant to Article 50C;
- (e) "the Articles" means these Articles of Association of the Academy Trust;
- (f) "Chief Executive Officer" means such person as may be appointed by the Directors 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 Directors or any other person appointed to perform the duties of the clerk to the Directors, including a joint, assistant or deputy clerk;
- (i) "Diocese" means the Church of England diocese in which any Academy is situated;

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- (j) "Diocesan Board of Education" means that body constituted under the Diocesan Boards of Education Measure 1991 for the relevant Diocese and any successor body;
- (k) "Diocesan Board of Finance" means the Diocesan Board of Finance for the Diocese;
- (l) "Diocesan Corporate Member" means the Diocesan Board of Education acting through the Church of England Central Education Trust (a Academy Trust limited by guarantee with registered number 08018276) or such other Academy Trust established for that purpose and having been appointed to represent and enforce the rights, interests and powers of the Diocesan Board of Education as set out in the Diocesan Boards of Education Measure 1991;
- (m) "Financial Expert" means an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;
- (n) "General Meeting" means a meeting of the Members of the Academy Trust convened in accordance with these Articles, and "Annual General Meeting" shall mean the yearly meeting of the Members convened in accordance with these Articles;
- (o) Not used
- (p) "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 Academy Trust is influenced;
- (q) "Local Governing Bodies" means the committees appointed pursuant to Articles 100-102 and 104 (and "Local Governing Body" means any one of these committees);
- (r) "the Measure" means the Diocesan Boards of Education Measure 1991;
- (s) "Member" means a member of the Academy and someone who as such is bound by the undertaking contained in Article 8;
- (t) "the Memorandum" means the Memorandum of Association of the Academy Trust;
- (u) "Office" means the registered office of the Academy Trust;
- (v) "Parent Trustees" means the Trustees elected or appointed pursuant to Articles 53 – 56 inclusive;

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- (w) "Parent Local Governor" means the parent member of a Local Governing Body elected or appointed in accordance with Articles 54-56;
- (x) Not used
- (y) "Principals" means the head teachers of the Academies (and "Principal" means any one of these head teachers);
- (z) "Principal Regulator" means the body or person appointed as the Principal Regulator under the Charities Act 2011;
- (aa) "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;
- (bb) "the seal" means the common seal of the Academy Trust if it has one;
- (cc) "Secretary" means the secretary of the Academy Trust or any other person appointed to perform the duties of the secretary of the Academy Trust, including a joint, assistant or deputy secretary;
- (dd) "Secretary of State" means the Secretary of State for Education or successor;
- (ee) "SIAMS" means the Statutory Inspection of Anglican and Methodist Schools or any successor inspection of such schools;
- (ff) "Special Educational Needs" has the meaning set out in sections 20(1) and 21(2) of the Children and Families Act 2014;
- (gg) "Trustees" means the Trustees of the Academy Trust (and "Trustee" means any one of those Trustees) subject to the definition of this term at Article 6.9(b) in relation to Articles 6.2-6.9;
- (hh) "Teacher" means a person employed under a contract of employment or a contract for services or otherwise engaged to provide their services as a teacher at one or more Academies;
- (ii) "Land Trustees" means those trustees holding the school site of any Academy and providing it to the Academy Trust for use and occupation by that Academy;
- (jj) "the United Kingdom" means Great Britain and Northern Ireland;

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- (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 Academy Trust's name is Three Spires Trust (and in this document it is called "**the Academy Trust**").
3. The Academy Trust's registered office is to be situated in England and Wales.

**OBJECT**

4. The Academy Trust's object ("**the Object**") is specifically restricted to the following:

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 be Church of England Academies ("**Church Academies**" and each a "**Church Academy**") with a designated Church of England religious character which shall be conducted in accordance with the principles, practice and tenets of the Church of England both generally and in particular in relation to arranging for religious education and daily acts of worship (as required by the Funding Agreements), and having regard to the advice of the Diocesan Board of Education, 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.

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Where an Academy is designated as or recognised<sup>1</sup> as a Church Academy, in relation to the ethos and religious education provided at the academy the Directors 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 Academy Trust 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 Academy Trust;
  - (b) to raise funds and to invite and receive contributions provided that in raising funds the Academy Trust 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 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 Academies falling within Article 4(i)) 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 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 Academy Trust the costs, charges and expenses of

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<sup>1</sup> In order for a school with a religious character to be able to utilise the legislative freedoms that such schools enjoy in relation to the curriculum, admissions and staffing, they must be designated as having a religious character under the provisions of section 69 of the School Standards and Framework Act 1998.

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and incidental to the formation and registration of the Academy Trust;

- (h) to establish, maintain, carry on, manage and develop the Academies at locations to be determined by the Trustees, provided that no Academy shall be established, maintained or carried on by the Academy Trust without the consent of the Members by ordinary resolution;
- (i) to offer scholarships, exhibitions, prizes and awards to pupils and students 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 Land Trustees or otherwise required by law and/or by any contract entered into by or on behalf of the Academy Trust, to borrow and raise money for the furtherance of the Object in such manner and on such security as the Academy Trust may think fit;
- (m) to deposit or invest any funds of the Academy Trust 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;

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- (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 Academy Trust 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 Trustees and the members of any Local Governing Body (to the extent necessary) 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 Land Trustees and to any terms and conditions the Land Trustees may require to establish subsidiary companies to carry on any trade or business for the purpose of raising funds for the Academy Trust;
- (r) to discharge any liability necessarily incurred by the Trustees to further the purposes of the Academy Trust; 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 Member 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 Academy Trust shall be applied solely towards the promotion of the Object.



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

- (a) benefit as a beneficiary of the Academy Trust;
- (b) be paid reasonable and proper remuneration for any goods or services supplied to the Academy Trust;
- (c) be paid rent for premises let by the Member of the Academy Trust 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 Academy Trust 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;
- (b) the Trustees are satisfied that it is in the interests of the Academy Trust 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' INDEMNITY

6.3 A Trustee may benefit from any indemnity arrangement purchased at the Academy Trust's expense, or any arrangement so agreed with the Secretary of State to cover the liability of the 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

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they may be guilty in relation to the Academy Trust 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 the 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 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 any of them) in their capacity as Trustees of the Academy Trust or as Trustees of any Academy site.

Further, this Article does not authorise a 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 Academy Trust.

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

6.6 No Trustee may:

- (a) buy any goods or services from the Academy Trust;
- (b) sell goods, services, or any interest in land to the Academy Trust;
- (c) be employed by, or receive any remuneration from the Company (other than the Chief Executive Officer (to the extent that they are a Trustee) whose employment

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and/or remuneration is subject to the procedure and conditions in Article 6.8) ;

- (d) receive any other financial benefit from the Academy Trust; 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 Academy Trust in the capacity of a beneficiary of the Academy Trust;
- (b) be employed by the Academy Trust or enter into a contract for the supply of goods or services to the Academy Trust, other than for acting as a Trustee;
- (c) receive interest on money lent to the Academy Trust 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 Director to the Academy Trust if the amount of the rent and the other terms of the lease are reasonable and proper.

6.8 The Academy Trust 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) their employment, remuneration, or any matter concerning the contract, payment or benefit; or
  - (ii) their performance in the employment, or their performance of the contract; or
  - (iii) any proposal to enter into any other contract or arrangement with them or to confer any benefit upon them that would be permitted under Article 6.7; or

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- (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 Academy Trust), the other Trustees are satisfied that it is in the interests of the Academy Trust 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);
- (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 they are 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 Academy Trust in their capacity as an employee of the Academy Trust and provided that the procedure as set out in Articles 6.8(b) and 6.8 (c) are followed.

6.9 In Articles 6.2 - 6.8A:

- (a) "company" shall include any company in which the Academy Trust:
  - 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 directors to the board of the company;

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- (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 their 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 that of a company which 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 Academy Trust is limited.

#### **DISSOLUTION AND WINDING UP**

8. Every Member of the Academy Trust undertakes to contribute such amount as may be required (not exceeding £10) to the Academy Trust's assets if it should be wound up while he or she is a Member or within one year after he ceases to be a Member, for payment of the Academy Trust's debts and liabilities before he or she ceases to be a Member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributors among themselves.
9. If the Academy Trust 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 Academy Trust (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 objects 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 Academy Trust by Article 6 above, chosen by the Members of the Academy Trust at or before the time of dissolution and if that cannot be done then to some other charitable object.

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**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.<sup>2</sup> 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 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 Academy Trust would cease to be a company to which section 60 of the Companies Act 2006 applies; or (b) that the Academy Trust 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 number of Members shall be five Members (unless the Members shall resolve otherwise by special resolution). Members of the Academy Trust shall comprise:
  - (a) the Diocesan Corporate Member;
  - (b) one person appointed by the Diocesan Corporate Member;
  - (c) one person appointed by the Diocesan Bishop of Lichfield;
  - (d) the chair of the Trustees; and
  - (e) any person appointed under Article 15A, provided that at any time the minimum number of Members shall not be less than three.
- 12A. An employee of the Academy Trust cannot be a Member of the Academy Trust.
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

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<sup>2</sup> The requirement for the consent of the Trustees and the Diocesan Board of Education (whether they are Members or otherwise) corresponds to the requirement for maintained schools that the consent of these bodies be obtained prior to a change to the Instrument of Government under the Schools Governance (Constitution) (England) Regulations 2007.

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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; or
  - (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 their 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 Member may agree by passing a special resolution to appoint such additional Members as they think fit.

15B The Diocesan Corporate Member may appoint an additional Member by giving written notice to the Secretary (subject to the limit on members in Article 12).

16. In addition to Articles 13, and subject to the requirements of the Funding Agreement, the Members with the written consent of Diocesan Corporate Member 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.

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- 16A. 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 Academy Trust to contravene its Object.
17. Every person nominated to be a Member of the Academy Trust shall either 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 Academy Trust 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 Member is not precluded by its membership of the Academy Trust 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 Academy Trust 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 Academy Trust and that of the next. Provided that so long as the Academy Trust 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



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within the United Kingdom sufficient Trustees to call a General Meeting, any  
Trustee or any Member of the Academy Trust 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 chair 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 or Annual General Meeting.

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28. The chair 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 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.
30. 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 such resolution.
31. The demand for a poll may be withdrawn, before the poll is taken, but only with the consent of the chair. 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 chair 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 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, date and place as the chair directs

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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 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 Academy Trust 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 chair 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 Academy Trust, hereby appoint ..... of ....., or in their absence, ..... of ..... as my/our

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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 Academy Trust 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 Academy Trust, hereby appoint .... of ....., or in their 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 Academy Trust, 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 Academy Trust 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

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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 chair or to the Secretary 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 Academy Trust 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 Academy Trust may by resolution of its board of Trustees or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Academy Trust, 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 Academy Trust.

## TRUSTEES

45. The number of Trustees shall be not less than three, 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 Trustees and the Diocesan Corporate Member to uphold the Object of the Academy Trust.

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46. Subject to Articles 48-49 and 53, the Academy Trust shall have the following Trustees:
- (a) Up to four Trustees, appointed under Article 50; and
  - (b) Not used
  - (c) Not used
  - (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 Academy Trust 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 may appoint up to four Trustees.
- 50A. Not used
- 50B. The total number of Trustees who are employees of the Academy Trust shall not exceed one third of the total number of Trustees.
- 50C. In any circumstances where the Secretary of State is entitled to serve a warning notice under the Relevant Funding Agreement or in the opinion of the Diocesan Corporate Member the standards or the ethos of any Church of England Academy have fallen unacceptably low then the Diocesan Corporate Member may stipulate that one or more additional Trustees nominated by it shall be appointed to the board of the Academy Trust.
- 50D. Where the relevant Church of England academy has improved and is no longer

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eligible for a warning notice or is no longer ineffective following an inspection under Section 48 of the Education Act 2005, the Academy Trust may apply to the Diocesan Corporate Member to gain their consent to remove the additional Trustees appointed under Article 50C.

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 Not used.

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

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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 Article 54; 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, 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. Not used

**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 Academy Trust as a Co-