

File Copy



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

Company No. 7742547

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

GREENWICH UTC

is this day incorporated under the Companies Act 2006 as a private company, that the company is limited by guarantee, and the situation of its registered office is in England and Wales

Given at Companies House, Cardiff, on 16th August 2011



N07742547N



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

The above information was communicated by electronic means and authenticated by the Registrar of Companies under Section 1115 of the Companies Act 2006



Companies House
— for the record —

IN01(ef)

Application to register a company

Received for filing in Electronic Format on the: 16/08/2011



XHVH0WQC

Company Name **GREENWICH UTC**
in full:

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

Company Type: **Private limited by guarantee**

Situation of Registered Office: **England and Wales**

Proposed Register Office Address: **GREENWICH UTC LEWISHAM WAY
LONDON
UNITED KINGDOM
SE4 1UT**

I wish to adopt entirely bespoke articles

Company Director 1

Type: **Person**
Full forename(s): ALAN RAYMOND

Surname: REED

Former names:

Service Address: GREENWICH UTC LEWISHAM WAY
LONDON
UNITED KINGDOM
SE4 1UT

Country/State Usually Resident: UNITED KINGDOM

Date of Birth: 19/06/1949 *Nationality:* BRITISH
Occupation: NONE

Consented to Act: Y *Date authorised:* 16/08/2011 *Authenticated:* YES

Company Director 2

Type: **Person**

Full forename(s): **TIMOTHY JOHN**

Surname: **POTTER**

Former names:

Service Address: **GREENWICH UTC LEWISHAM WAY
LONDON
UNITED KINGDOM
SE4 1UT**

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

Date of Birth: **13/05/1953**

Nationality: **BRITISH**

Occupation: **NONE**

Consented to Act: **Y**

Date authorised: **16/08/2011**

Authenticated: **YES**

Company Director 3

Type: **Person**
Full forename(s): **GILLIAN**

Surname: **PALMER**

Former names:

Service Address: **GREENWICH UTC LEWISHAM WAY
LONDON
UNITED KINGDOM
SE4 1UT**

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

Date of Birth: **18/02/1955** *Nationality:* **BRITISH**

Occupation: **NONE**

Consented to Act: **Y** *Date authorised:* **16/08/2011** *Authenticated:* **YES**

Statement of Guarantee

I confirm that if the company is wound up while I am a member , or within one year after I cease to be a member, I will contribute to the assets of the company by such amount as may be required for :

- payment of debts and liabilities of the company contracted before I cease to be a member;*
- payments of costs, charges and expenses of winding up, and;*
- adjustment of the rights of the contributors among ourselves, not exceeding the specified amount below.*

Name: UNIVERSITY OF GREENWICH

Address: OLD ROYAL NAVAL COLLEGE PARK ROW *Amount Guaranteed:* **£10.00**
LONDON
UNITED KINGDOM
SE10 9LS

Name: GREENWICH COUNCIL

Address: RIVERSIDE HOUSE WOOLWICH *Amount Guaranteed:* **£10.00**
HIGH STREET WOOLWICH
LONDON
UNITED KINGDOM
SE18 6DF

Name: LEWISHAM COLLEGE

Address: GREENWICH UTC LEWISHAM WAY *Amount Guaranteed:* **£10.00**
LONDON
UNITED KINGDOM
SE4 1UT

Statement of Compliance

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

memorandum delivered by an agent for the subscriber(s): **Yes**

Agent's Name: **EVERSHEDS LLP**

Agent's Address: **85 QUEEN VICTORIA STREET
LONDON
UNITED KINGDOM
EC4V 4JL**

Authorisation

Authoriser Designation: **agent**

Authenticated: **Yes**

Agent's Name: **EVERSHEDS LLP**

Agent's Address: **85 QUEEN VICTORIA STREET
LONDON
UNITED KINGDOM
EC4V 4JL**

Memorandum of Association of the Greenwich UTC

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

OF

GREENWICH UTC

The subscribers to this memorandum of association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company.

Name of subscriber

Authentication by the subscriber

Lewisham College

University of Greenwich

Greenwich Council

Dated 16 August 2011

Articles of Association of the Greenwich UTC

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

OF

GREENWICH UTC

1. **PRELIMINARY**

The regulations contained in Table A and Table C in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by The Companies (Tables A to F) (Amendment) Regulations 2007 (SI 2007/2541) and The Companies (Tables A to F) (Amendment) (No.2) Regulations 2007 (SI 2007/2826) and the model articles of association for private companies limited by guarantee contained in Schedule 2 to The Companies (Model Articles) Regulations 2008) in force at the time of adoption of these Articles shall not apply to the Academy Trust and these Articles shall be the regulations of the Academy Trust.

2. **DEFINITIONS AND INTERPRETATION**

In these Articles the following expressions have the following meanings unless inconsistent with the context:

"Academies"	an academy established under the Academies Act 2010
"Academy Trust"	the company intended to be regulated by these Articles
"these Articles"	these Articles of Association, whether as originally adopted or as from time to time altered by special resolution
"clear days"	in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect

“Commission”	the Charity Commission for England and Wales
“Companies Act 2006”	the Companies Act 2006 (as amended from time to time)
“electronic address”	any address or number used for the purposes of sending or receiving documents or information by electronic means
“electronic form” and “electronic means”	have the meaning given in section 1168 of the Companies Act 2006
“executed”	includes any mode of execution
“Governor”	the directors for the time being of the Academy Trust or (as the context shall require) any of them acting as the board of governors of the Academy Trust
“hard copy form”	has the meaning given in section 1168 of the Companies Act 2006
“in writing”	hard copy form or to the extent agreed by the recipient (or deemed to be agreed by virtue of a provision of the Statutes) in electronic form or via website communication
“member”	a member of the Academy Trust for the purposes of the Statutes
“office”	the registered office of the Academy Trust
“ordinary resolution”	has the meaning given in section 282 of the Companies Act 2006
“Schools”	any maintained schools as defined in the Education Acts
“seal”	the common seal of the Academy Trust (if any)
“Secretary of State”	means the Secretary of State for Education
“secretary”	the secretary of the Academy Trust (if any) or any other person appointed to perform the duties of the secretary of the Academy Trust, including a joint, assistant or deputy secretary

“special resolution”	has the meaning given in section 283 of the Companies Act 2006
“Subsidiary”	any other company controlled by the Academy Trust
“the Statutes”	the Companies Acts as defined in section 2 of the Companies Act 2006 and every other statute, order, regulation, instrument or other subordinate legislation for the time being in force relating to companies and affecting the Academy Trust
“United Kingdom”	Great Britain and Northern Ireland

- 2.1 Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Statutes but excluding any statutory modification thereof not in force when these Articles become binding on the Academy Trust.
- 2.2 References to any Statute or statutory provision in these Articles include, unless the context otherwise requires, a reference to that Statute or statutory provision as modified, replaced, re-enacted or consolidated and in force from time to time and any subordinate legislation made under the relevant Statute or statutory provision.
- 2.3 Where the word **“address”** appears in these Articles it is deemed to include postal address and electronic address and **“registered address”** shall be construed accordingly.
3. The company’s name is Greenwich UTC (and in this document it is called **“the Academy Trust”**).
4. The Academy Trust’s registered office is to be situated in England and Wales.

OBJECTS

5. 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 a school offering a broad and balanced curriculum (**“the Academy”**).
6. 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) to acquire, alter, improve and (subject to such consents as may be required by law) to 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 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 trusts, associations or institutions formed for all or any of the Object;
- (f) to co-operate with other charities, other independent and maintained schools, 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 and incidental to the formation and registration of the Academy Trust;
- (h) to establish, maintain, carry on, manage and develop the Academy at Ferranti Close, Greenwich, London, SE18;
- (i) to offer scholarships, exhibitions, prizes and awards to pupils and former pupils, and otherwise to encourage and assist pupils and former pupils;
- (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 in particular in relation to the areas of curricular specialisation of the Academy and to its 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 and the voluntary sector to the education of pupils in academies;
- (l) subject to such consents as may be 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 Governors 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 Governors;
 - (ii) every transaction is reported promptly to the Governors;
 - (iii) the performance of the investments is reviewed regularly with the Governors;
 - (iv) the Governors 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 Governors on receipt; and
 - (vii) the financial expert must not do anything outside the powers of the Governors.
- (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 Governors or of a financial expert acting under their instructions, and to pay any reasonable fee required;
- (p) to provide indemnity insurance to cover the liability of Governors 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 Academy Trust: Provided that any such insurance shall not extend to any claim arising from any act or omission which the Governors knew to be a breach of trust or breach of duty or which was committed by the Governors 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 any unsuccessful defence to a criminal prosecution brought against the Governors in their capacity as Governors;
- (q) to establish subsidiary companies to carry on any trade or business for the purpose of raising funds for the Academy Trust;

- (r) to do all such other lawful things as are necessary for or are incidental to or conducive to the achievement of the Object.
- 6.1 The income and property of the Academy Trust shall be applied solely towards the promotion of the Object.
- 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 Governor 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 Governors, or 0.5%, whichever is the higher.
- 6.3 A Governor may benefit from any indemnity insurance purchased at the Academy Trust's expense to cover the liability of the Governors which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default or breach of trust or breach of duty of which they may be guilty in relation to the Academy Trust: Provided that any such insurance shall not extend to any claim arising from any act or omission which the Governors knew to be a breach of trust or breach of duty or which was committed by the Governors in reckless disregard to 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 any unsuccessful defence to a criminal prosecution brought against the Governors in their capacity as directors of the Academy Trust.
- 6.4 A company, which has shares listed on a recognised stock exchange and of which any one Governor 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 Governor may at the discretion of the Governors 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 Governor 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 Academy Trust;
- (d) receive any other financial benefit from the Academy Trust;

unless:

- (i) the payment is permitted by Article 6.7 and the Governors follow the procedure and observe the conditions set out in Article 6.8; or
- (ii) the Governors 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 Governor 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 Governor.
- 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 Governors, or 0.5%, whichever is the higher.
- (d) receive rent for premises let by the Governor 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 Governors 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 Governor do not exceed an amount that is reasonable in all the circumstances.
- (b) the Governor is absent from the part of any meeting at which there is discussion of:
 - i) his or her employment, remuneration, or any matter concerning the contract, payment or benefit; or
 - ii) his or her performance in the employment, or his or her performance of the contract; or

- iii) any proposal to enter into any other contract or arrangement with him or her or to confer any benefit upon him or her that would be permitted under Article 6.7; or
 - (iv) any other matter relating to a payment or the conferring of any benefit permitted by Article 6.7.
- (c) the Governor does not vote on any such matter and is not to be counted when calculating whether a quorum of Governors is present at the meeting.
- (d) the other Governors are satisfied that it is in the interests of the Academy Trust to employ or to contract with that Governor rather than with someone who is not a Governor. In reaching that decision the Governors must balance the advantage of employing a Governor against the disadvantages of doing so (especially the loss of the Governor's services as a result of dealing with the Governor's conflict of interest).
- (e) the reason for their decision is recorded by the Governors in the minute book.
- (f) a majority of the Governors then in office have received no such payments or benefit.

6.8A The provision in clause 6.6 (c) that no Governor may be employed by or receive any remuneration from the Academy Trust does not apply to an existing employee of the Academy Trust who is subsequently elected or appointed as a Governor save that this clause shall only allow such a Governor to receive remuneration or benefit from the Academy Trust in his capacity as an employee of the Academy Trust and provided that the procedure as set out in Articles 6.8(b)(i), (ii) and 6.8 (c) is followed.

6.9 In Articles 6.2-6.9:

- (a) "Academy Trust" 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.
- (b) "Governor" shall include any child, stepchild, parent, grandchild, grandparent, brother, sister or spouse of the governor or any person living with the governor as his or her partner

- (c) the employment or remuneration of a Governor includes the engagement or remuneration of any firm or company in which the Governor is:
- (i) a partner;
 - (ii) an employee;
 - (iii) a consultant;
 - (iv) a director;
 - (v) a member; or
 - (v) a shareholder, unless the shares of the company are listed on a recognised stock exchange and the Governor holds less than 1% of the issued capital.
7. The liability of the members of the Academy Trust is limited.
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 or she 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 contributories among themselves.
9. If the Academy Trust is wound up or dissolved and after all its debts and liabilities (including any under section 483 of the Education Act 1996) have been satisfied there remains any property it shall not be paid to or distributed among the members of the Academy Trust, 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.
10. No alteration or addition shall be made to or in the provisions of the Articles without the written consent of the Secretary of State.
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.

MEMBERS

12. The subscribers to these Articles and such other persons as are admitted to membership in accordance with these Articles shall be members of the Academy Trust. No person shall be admitted as a member of the Academy Trust unless he or she is approved by all the then current members.
13. The members shall have an absolute discretion in determining whether to accept or reject any application for membership and shall not be bound to assign any reason for their decision.
14. Every person nominated to become 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.
15. Subject to all moneys presently payable by it the Academy Trust, a member may at any time resign from the Academy Trust by giving not less than 6 months notice in writing to the Academy Trust provided that after such resignation the number of members remaining is not less than one.
16. Membership is not transferable and will terminate in the event of:
17. such member dying or, if an organisation, ceasing to exist or operate;
18. such member's bankruptcy or the making of any arrangement or composition with his or her creditors, or being a corporation, liquidation;
19. any sum due from the member to the Academy Trust is not paid in full within two months of it falling due; or
20. such member ceasing to fulfil the membership criteria which the members may set from time to time.
21. Membership shall terminate if all the members of the Academy Trust, other than the member whose membership is to be terminated, resolve that it is in the best interests of the Academy Trust to terminate such membership.

GENERAL MEETINGS

22. The Academy Trust shall hold an Annual General Meeting each 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 Governors shall appoint. All meetings other than Annual General Meetings shall be called General Meetings.

23. The Governors may call general meetings and, on the requisition of Members pursuant to the provisions of the Companies Act 2006, shall forthwith proceed to convene a general meeting in accordance with that Act. If there are not within the United Kingdom sufficient Governors to call a general meeting, any Governor or any Member of the Academy Trust may call a general meeting.

NOTICE OF GENERAL MEETINGS

24. 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.

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, to the Governors and auditors.

25. 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.

26. 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. Three 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 Member organisation shall constitute a quorum.
27. 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 Governors may determine.
28. The chairman, if any, of the Governors or in his absence some other Governor nominated by the Governors shall preside as chairman of the meeting, but if neither the chairman nor such other Governor (if any) be present within fifteen minutes after the time appointed for holding the meeting and willing to act, the Governors present shall elect one of their number to be chairman and, if there is only one Governor present and willing to act, he shall be the chairman.

29. If no Governor is willing to act as chairman, or if no Governor 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 chairman.
30. A Governor shall, notwithstanding that he is not a Member, be entitled to attend and speak at any general meeting.
31. The chairman may, with the consent of a majority of the Members at a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days' notice shall be given specifying the time, date and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.
32. 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:-
 - i. by the chairman; or
 - ii. by at least two Members having the right to vote at the meeting; or
 - iii. 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.
33. Unless a poll is duly demanded a declaration by the chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.
34. 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.
35. A poll shall be taken as the chairman directs and he may appoint scrutineers (who need not be Members) and fix a time, date and place for declaring the results. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

36. A poll demanded on the election of the chairman or on a question of adjournment shall be taken immediately. A poll demanded on any other question shall be taken either immediately or at such time, date and place as the chairman directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent continuance of a meeting for the transaction of any business other than the question on which the poll is demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
37. 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.
38. 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

39. 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.
40. 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.
41. No objections shall be raised to the qualification of any person to vote at any general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chairman whose decision shall be final and conclusive.
42. Any organisation which is a Member of the Academy Trust may by resolution of its board of directors or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the 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.

GOVERNORS

43. The number of Governors shall be not less than three but (unless otherwise determined by ordinary resolution) shall not be subject to any maximum.

44. The first Governors shall be those persons named in the statement delivered pursuant to sections 9 and 12 of the Companies Act 2006.
45. Governors shall be appointed by the decision of the members of the Academy Trust, who shall also have the right to replace any Governor so appointed from time to time.
46. Every Governor shall sign a declaration of willingness to act as a Governor of the Academy Trust before being able to vote at meetings of Governor.
47. A Governor may not appoint an alternate Governor or anyone to act on his or her behalf at the meetings of the Governors.

RESIGNATION AND REMOVAL

48. A Governor shall cease to hold office if he resigns his office by notice to the Academy Trust (but only if at least three Governors will remain in office when the notice of resignation takes effect).
49. A Governor shall cease to hold office if he is removed by the person or persons who appointed him.
50. Where a Governor resigns his office or is removed from office, the Governor or, where he is removed from office, those removing him, shall give written notice thereof to the Secretary.

DISQUALIFICATION OF GOVERNORS

51. No person shall be qualified to be a Governor unless he is aged 18 or over at the date of his election or appointment.
52. A Governor shall cease to hold office if he becomes incapable by reason of mental disorder, illness or injury of managing or administering his own affairs.
53. A Governor shall cease to hold office if he is absent without the permission of the Governors from all their meetings held within a period of six months and the Governors resolve that his office be vacated.
54. A person shall be disqualified from holding or continuing to hold office as a Governor if:-
 - (a) his estate has been sequestrated and the sequestration has not been discharged, annulled or reduced; or
 - (b) he is the subject of a bankruptcy restrictions order or an interim order.

55. A person shall be disqualified from holding or continuing to hold office as a Governor at any time when he is subject to a disqualification order or a disqualification undertaking under the Company Directors Disqualification Act 1986 or to an order made under section 429(2)(b) of the Insolvency Act 1986 (failure to pay under county court administration order).
56. A Governor shall cease to hold office if he ceases to be a Governor by virtue of any provision in the Companies Act 2006 or is disqualified from acting as a trustee by virtue of section 72 of the Charities Act 1993 (or any statutory re-enactment or modification of that provision).
57. A person shall be disqualified from holding or continuing to hold office as a Governor if he has been removed from the office of charity trustee or trustee for a charity by an order made by the Charity Commission or the High Court on the grounds of any misconduct or mismanagement in the administration of the charity for which he was responsible or to which he was privy, or which he by his conduct contributed to or facilitated.
58. A person shall be disqualified from holding or from continuing to hold office as a Governor at any time when he is:
 - (a) included in the list kept by the Secretary of State under section 1 of the Protection of Children Act 1999; or
 - (b) disqualified from working with children in accordance with Section 35 of the Criminal Justice and Court Services Act 2000; or
 - (c) barred from regulated activity relating to children (within the meaning of section 3(2) of the Safeguarding Vulnerable Groups Act 2006)
59. A person shall be disqualified from holding or continuing to hold office as a Governor if he is a person in respect of whom a direction has been made under section 142 of the Education Act 2002 or is subject to any prohibition or restriction which takes effect as if contained in such a direction.
60. A person shall be disqualified from holding or continuing to hold office as a Governor where he has, at any time, been convicted of any criminal offence, excluding any that have been spent under the Rehabilitation of Offenders Act 1974 as amended, and excluding any offence for which the maximum sentence is a fine or a lesser sentence except where a person has been convicted of any offence which falls under section 72 of the Charities Act 1993.
61. Where, by virtue of these Articles a person becomes disqualified from holding, or continuing to hold office as a Governor; and he is, or is proposed, to become such a Governor, he shall upon becoming so disqualified give written notice of that fact to the Secretary.

POWERS OF GOVERNORS

62. Subject to provisions of the Companies Act 2006, the Articles and to any directions given by special resolution, the business of the Academy Trust shall be managed by the Governors who may exercise all the powers of the Academy Trust. No alteration of the Articles and no such direction shall invalidate any prior act of the Governors 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 Governors by the Articles and a meeting of Governors at which a quorum is present may exercise all the powers exercisable by the Governors.
63. In addition to all powers hereby expressly conferred upon them and without detracting from the generality of their powers under the Articles the Governors shall have the following powers, namely:
- (a) to expend the funds of the Academy Trust in such manner as they shall consider most beneficial for the achievement of the Object and to invest in the name of the Academy Trust such part of the funds as they may see fit and to direct the sale or transposition of any such investments and to expend the proceeds of any such sale in furtherance of the Object; and
 - (b) to enter into contracts on behalf of the Academy Trust.
64. Any bank account in which any money of the Academy Trust is deposited shall be operated by the Governors in the name of the Academy Trust. All cheques and orders for the payment of money from such an account shall be signed by at least two signatories authorised by the Governors.

CONFLICTS OF INTEREST

65. Any Governor who has or can have any direct or indirect duty or personal interest (including but not limited to any Personal Financial Interest) which conflicts or may conflict with his duties as a Governor shall disclose that fact to the Governors as soon as he becomes aware of it. A Governor must absent himself from any discussions of the Governors in which it is possible that a conflict will arise between his duty to act solely in the interests of the Academy Trust and any duty or personal interest (including but not limited to any Personal Financial Interest).
66. For the purpose of Article 65, a Governor has a Personal Financial Interest in the employment or remuneration of, or the provision of any other benefit to, that Governor as permitted by and as defined by articles 6.5-6.9.

THE MINUTES

67. The minutes of the proceedings of a meeting of the Governors shall be drawn up and entered into a book kept for the purpose by the person acting as secretary for the purposes of the meeting; and shall be signed (subject to the approval of the Governors) at the same or next subsequent meeting by the person acting as chairman thereof. The minutes shall include a record of:
- (a) all appointments of officers made by the Governors; and
 - (b) all proceedings at meetings of the Academy Trust and of the Governors and of committees of Governors including the names of the Governors present at each such meeting.

COMMITTEES

68. Subject to these Articles, the Governors may establish any committee. Subject to these Articles, the constitution, membership and proceedings of any committee shall be determined by the Governors. The establishment, terms of reference, constitution and membership of any committee of the Governors shall be reviewed at least once in every twelve months. The membership of any committee of the Governors may include persons who are not Governors, provided that a majority of members of any such committee shall be Governors. The Governors may determine that some or all of the members of a committee who are not Governors shall be entitled to vote in any proceedings of the committee. No vote on any matter shall be taken at a meeting of a committee of the Governors unless the majority of members of the committee present are Governors.

DELEGATION

69. The Governors may delegate to any Governor, committee or any other holder of an executive office, such of their powers or functions as they consider desirable to be exercised by them. Any such delegation may be made subject to any conditions the Governors may impose and may be revoked or altered.
70. Where any power or function of the Governors is exercised by any committee, any Governor or any other holder of an executive office, that person or committee shall report to the Governors in respect of any action taken or decision made with respect to the exercise of that power or function at the meeting of the Governors immediately following the taking of the action or the making of the decision.

MEETINGS OF THE GOVERNORS

71. Subject to the provisions of these Articles, the Governor may regulate their meetings, as they think fit. A Governor may, and the secretary (if any) at the request of a Governor shall, call a meeting of the Governors. Questions arising at a meeting shall be decided by a majority of votes. Each Governor shall have one vote. In the case of an equality of votes, the chair shall not have a second or casting vote. Notice of every meeting of the Board of Governors shall be given to each Governor, including Governors who may for the time being be absent from the United Kingdom and have given the Academy Trust an address within the United Kingdom for service.
72. Any Governor may participate in a meeting of the Governors or a committee constituted pursuant to Article 68 of which he or she is a member by means of a conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other and participation in a meeting in this manner shall be deemed to constitute presence in person at such meeting and, subject to these Articles and the Statutes, shall be entitled to vote and be counted in a quorum accordingly. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the chair of the meeting then is.
73. The quorum for the transaction of the business of the Governors may be fixed by the Governors, and unless so fixed at any other number, shall be three.
74. Notwithstanding any vacancies in their number, the continuing Governors or where there is only one, the sole continuing Governor, may continue to act but, if the number of Governors is less than the number fixed as the quorum they (or in the case of a sole Governor he or she), may act only for the purpose of filling vacancies, or of calling a general meeting.
75. Unless he or she is unwilling to do so, the chair of the meeting shall preside at every meeting of the Governors at which he or she is present. But, if there is no person holding the office of chair, or if the chair is unwilling to preside or is not present within fifteen minutes after the time appointed for the meeting, the Governors present may appoint one of their number to be chair of the meeting.
76. All acts done by any meeting of the Governors or of a committee constituted pursuant to Article 68, or by any person acting as a Governor shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any Governor or person acting as aforesaid, or that they or any of them were disqualified from holding office or had vacated office, or (in the case of any Governor other than the Governor) 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 Governor and had been entitled to vote.

77. A resolution in writing, signed by all the Governors other than the Governor entitled to receive notice of a meeting of Governors or of a committee constituted pursuant to Article 68 shall be as valid and effectual as if it had been passed at a meeting of the Governors or (as the case may be) such a committee duly convened and held and may consist of several documents in the like form each signed by one or more Governors or members of the committee (as the case may be).

78. **AUDITORS' APPOINTMENT AND RE-APPOINTMENT**

78.1 Auditors must be appointed for each financial year of the Academy Trust and shall be appointed by the Governors. Other than the Academy Trust's first financial year, the appointment must be made in the period for appointing auditors as defined in section 485 of the Companies Act 2006.

78.2 Auditors cease to hold office at the end of next period for appointing auditors unless and until they are re-appointed.

79. **SECRETARY**

79.1 Subject to the provisions of the Statutes, if the Academy Trust chooses to have a secretary then the secretary shall be appointed by the Governors for such term, at such remuneration and upon such conditions as they think fit; and any secretary so appointed may be removed by them; provided always that no Governor may hold office as secretary where such office is remunerated.

79.2 A provision of the Statutes or these Articles requiring or authorising a thing to be done by or to a Governor and the secretary shall not be satisfied by its being done by or to the same person acting both as Governor and as, or in place of, the secretary.

80. **THE SEAL**

If the Academy Trust has a seal it shall only be used with the authority of the Governors or of a committee authorised by the Governors. The Governors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined, every instrument to which the seal is affixed shall be signed by one Governor whose signature shall be attested in the presence of a witness or by one Governor and the secretary or by two Governors.

81. **ACCOUNTS AND ANNUAL REPORT**

81.1 No member shall (as such) have any right of inspecting any accounting records or other book or document of the Academy Trust except as conferred by statute or authorised by the Governors or by ordinary resolution of the Academy Trust.

- 81.2 The Governors must prepare accounts and keep accounting records as required by the Statutes.
- 81.3 The Governors shall if the Academy Trust is a registered charity comply with the requirements of the Charities Act 1993 with regard to statement of accounts, preparation of an annual report, preparation of an annual return and their transmission to the Commission.
- 81.4 The Governors shall if the Academy Trust is a registered charity notify the Commission of any changes to the Academy Trust's entry on the Central Register of Charities.

NOTICES

82. Any notice to be given to or by any person pursuant to the Articles (other than a notice calling a meeting of the Governors) shall be in writing or shall be given using electronic communications to an address for the time being notified for that purpose to the person giving the notice. In these Articles, "Address" in relation to electronic communications, includes a number or address used for the purposes of such communications.
83. A notice may be given by the Academy Trust to a Member either personally or by sending it by post in a prepaid envelope addressed to the Member at his registered address or by leaving it at that address or by giving it using electronic communications to an address for the time being notified to the Academy Trust by the Member. A Member whose registered address is not within the United Kingdom and who gives to the Academy Trust an address within the United Kingdom at which notices may be given to him, or an address to which notices may be sent using electronic communications, shall be entitled to have notices given to him at that address, but otherwise no such Member shall be entitled to receive any notice from the Academy Trust.
84. A Member present, either in person or by proxy, at any meeting of the Academy Trust shall be deemed to have received notice of the meeting and, where necessary, of the purposes for which it was called.
85. Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. Proof that a notice contained in an electronic communication was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of 48 hours after the envelope containing it was posted or, in the case of a notice contained in an electronic communication, at the expiration of 48 hours after the time it was sent.

INDEMNITY

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