



# WINDERMERE SCHOOL

## WINDERMERE EDUCATIONAL TRUST LIMITED (914963) Minutes of the Extraordinary General Meeting – 20 January 2017

PRESENT	Mr M Dwan (Chairman)	Governor
	Mr R Parkinson (Company Secretary)	Governor
	Mrs C Burrows	Governor
	Mr J Dearden	Governor
	Mrs J Harris	Governor
	Mr S Howe	Governor
	Mrs M Rothwell	Governor
	Mr R Perkins	Member
	Mr P Broom	Member
	Mr B Drury	Member

IN ATTENDANCE                      Ms C Rubin                      Acting Clerk to Governors

### Opening remarks and confirmation of quorum

Mr Michael Dwan, Chairman of the Board, opened the meeting at 12 noon welcoming members to the Extraordinary General Meeting.

**The Clerk confirmed that the required quorum was met.**

The Chairman sought confirmation from members that requisite notice of this meeting was deemed to have been served

**The Clerk advised that the EGM Call Notice and papers were issued on 7<sup>th</sup> December 2016 and confirmed that due notice had been served pursuant to Article 27 of the Articles of Association.**

The Chairman drew attention to the content of the EGM Call Notice which advised the requirement for a 75% majority vote with regard to a special resolution, in line with the requirements of the Companies Act 2016

***There was no dissent.***

### ITEM 1 - Apologies for absence

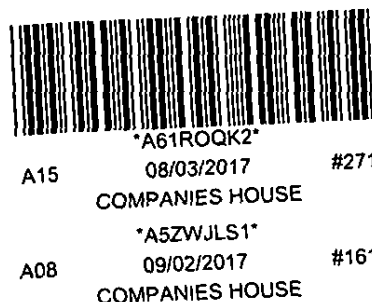
#### **APOLOGIES:**

***There were no apologies for absence.***

**The Clerk confirmed that fourteen members had returned proxy forms instructing the Chairman, Michael Dwan, to vote on their behalf at this Extraordinary General Meeting.**

***Proxy votes were lodged on behalf of the following members:***

1. Mr John Halstead
2. Dr Jane Irwin
3. Mr Edward King
4. Ms Anne Kyle
5. Mrs Deborah Lyon
6. Mrs Mary Orr
7. Mr Peter Redhead
8. Mr John Rickerby
9. Mr Derek Scott



- 10 Mr Graham Servanté
11. Reverend Lionel Stock
- 12 Mr G David Thornton
- 13 Mr P Broom
14. Mr B Drury

The Chairman acknowledged Messrs Broom and Drury as present at the meeting and asked if either wished to withdraw their proxy vote, in order to vote in person at the meeting by ballot paper. Mr P Broom and Mr B Drury each indicated that they wished to continue with arrangements for use of their, duly lodged, individual proxy votes.

#### ITEM 2 – Review for Approval Revised Draft Articles of Association

The Chairman read out the proposal as declared in the Call Notice

“That the draft presented to this meeting (marked with the letter A) is approved to become the Articles of Association of Windermere Education Trust Limited, with immediate effect.”

The Chairman sought questions from the floor concerning the proposal

***There were no questions.***

The Chairman sought a seconder for the proposal

**Secunder: Mr Richard Parkinson**

The Chairman thanked Mr Parkinson.

The Chairman called for a Poll Vote pursuant to Article 33 of the Articles of Association which allows votes by proxy to be counted pursuant to Article 12 of the Articles of Association – thereby promoting the broadest possible mandate concerning this special resolution

***There was no dissent to the proposed voting arrangement.***

There voted.

IN FAVOUR OF THE MOTION:	8 Votes cast at the meeting
	14 Proxy Votes
	<b>22 TOTAL VOTES IN FAVOUR</b>

AGAINST THE MOTION.	NIL
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ABSTENTIONS.	NIL
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***Voting was unanimously in favour of the motion.***

The Clerk confirmed that the number of votes cast exceeded the requirement, as established by the Companies Act 2006, for a 75% majority vote for adoption of a special resolution.

**The Chairman declared that the motion was carried and confirmed adoption of the resolution:**

**“That the draft presented to this meeting (marked with the letter A) is approved to become the Articles of Association for Windermere Education Trust Limited, with immediate effect.”**

The Chairman agreed to ensure the necessary filings of the revised Articles of Association at Companies House and with the Charities Commission at the earliest opportunity.

***This being an Extraordinary meeting, no further items of business were considered.***

**The Chairman declared the meeting closed.**

***THE MEETING CLOSED AT 12.10pm***

**A**

**THE COMPANIES ACT 2006**

**PRIVATE COMPANY LIMITED BY GUARANTEE**

**ARTICLES OF ASSOCIATION OF  
WINDERMERE EDUCATIONAL TRUST LIMITED**

**COMPANY NO. 914963**



*A Quality Service through the Red Door*

**The Companies Act 2006**  
**Company Limited by Guarantee and not having a Share Capital**

**Articles of Association**  
**of**  
**Windermere Educational Trust Limited**

**1. The Name**

- 1.1** The name of the Company (hereinafter called 'the Company') is Windermere Educational Trust Limited

**2. Interpretation**

- 2.1** In these Articles, if not inconsistent with the subject or context:

'2006 Act'	means the Companies Act 2006(together with any other acts as defined in section 2 of the Companies Act 2006) as amended from time to time
'AGM'	an Annual General Meeting of the Members
'Board'	means the Board of Directors of the Company which has the general control and management of the administration of the Company and forms the body of Directors as defined by Section 97 of the Charities Act 1993
'Chair'	means the Chair of the Board as more particularly set out in Article 20;
'Charities Acts'	means the Charities Acts 1993 and 2011
'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

'Connected Person'	carries the same meaning as in sections 252 and 253 of the Companies Act 2006.
'Current Members'	means the Members listed on the Company's register of members as of the date of adoption of these Articles.
'Directors'	means the Directors of the Company as defined by the 2006 Act and the Charities Acts (and 'Director' shall be construed accordingly).
'General Meeting'	a general meeting of the Members.
'in writing'	means written, printed or lithographed or partly one and partly another, and other modes of representing or reproducing words in a visible form.
'Member'	a person admitted as a member of the Company from time to time in accordance with these Articles (and 'Members' meaning more than one Member)
'Objects'	means the objects for which the Company is established and to which it is specifically restricted as more particularly detailed in Article 4
'Ordinary Resolution'	has the meaning given in section 282 of the Companies Act,
'Special Resolution'	has the meaning given in section 283 of the Companies Act,

**2.2** Words importing the singular only shall include the plural, and vice versa.

**2.3** Words importing the feminine only shall include the masculine, and vice versa

**2.4** Words importing persons shall include corporations.

**2.5** Unless the context otherwise requires, words or expressions contained in these Articles bear the same meaning as in the 2006 Act but excluding any statutory

modification thereof not in force when these Articles become binding on the Company.

- 2.6** Apart from the exception mentioned in the previous paragraph a reference to an Act of Parliament includes any statutory modification or re-enactment of it for the time being in force

### **3. Registered Office**

- 3.1** The registered office of the Company shall be situated in England and Wales

### **4. Objects**

- 4.1** The Objects are to advance education in the United Kingdom, in particular but without prejudice to the generality of the foregoing, by establishing, maintaining, carrying on, managing and developing schools offering a broad and balanced curriculum,

### **5. Powers**

- 5.1** The Company shall have the following powers exercisable in furtherance of its said Objects but not further or otherwise, namely:

- 5.1.1** to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments, and to operate bank accounts in the name of the Company,
- 5.1.2** to raise funds and to invite and receive contributions provided that in raising funds the Company shall not undertake any substantial permanent trading activities and shall conform to any relevant statutory regulations;
- 5.1.3** to acquire, alter, improve and (subject to such consents as may be required by law) to charge or otherwise dispose of property;
- 5.1.4** subject to Article 6 below to employ such staff, as are necessary for the proper pursuit of the Objects and to make all reasonable and necessary provision for the payments of pensions and superannuation to staff and their dependants;
- 5.1.5** to establish or support, whether financially or otherwise, any charitable companies, trusts, associations or institutions formed for all or any of the Objects;
- 5.1.6** 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 Objects and to exchange information and advice with them,

- 5.1.7** to pay out of funds of the Company the costs, charges and expenses of and incidental to the formation and registration of the Company,
- 5.1.8** to establish, maintain, carry on, manage and develop the schools at Brow Head and Elleray, both at Windermere, Cumbria,
- 5.1.9** to offer scholarships, exhibitions, prizes and awards to students and former students, and otherwise to encourage and assist the educational attainment of students and former students;
- 5.1.10** to provide educational facilities and services to students of all ages and the wider community for the public benefit;
- 5.1.11** 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,
- 5.1.12** subject to such consents as may be required by law and/or by any contract entered into by or on behalf of the Company, to borrow and raise money for the furtherance of the Objects in such manner and on such security as the Company may think fit,
- 5.1.13** to deposit or invest any funds of the Company not immediately required for the furtherance of its Objects (but to invest only after obtaining such advice from a financial expert as the Directors consider necessary and having regard to the suitability of investments and the need for diversification),
- 5.1.14** 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 Directors;
  - ii. every transaction is reported promptly to the Directors;
  - iii. the performance of the investments is reviewed regularly with the Directors,
  - iv. the Directors 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 Directors on receipt, and
  - vii the financial expert must not do anything outside the powers of the Directors;
- 5.1.15** to arrange for investments or other property of the Company to be held in the name of a nominee company acting under the control of the Directors or of a financial expert acting under their instructions, and to pay any reasonable fee required,
- 5.1.16** to provide indemnity arrangements to Directors in accordance with, and subject to the conditions of section 232 to 235 of 2006 Act, section 189 of the Charities Act 2011 or any other provision of law applicable to charitable companies and any such indemnity is limited accordingly,
- 5.1.17** to establish subsidiary companies to carry on any trade or business for the purpose of raising funds for the Company; and
- 5.1.18** to do all such other lawful things as are necessary for or are incidental to or conducive to the achievement of the Objects

## **6. Application of Income and Property**

- 6.1** The income and property of the Company shall be applied solely towards the promotion of the Objects.
- 6.2** A Director:
- 6.2.1** is entitled to be reimbursed from the property of the Company or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the Company
  - 6.2.2** may benefit from Director indemnity insurance cover purchased at the Company's expense in accordance with, and subject to the conditions in, Section 189 of the Charities Act 2011
  - 6.2.3** may receive an indemnity from the Company in the circumstances specified in Article 31
- 6.3** None of the income or property of the Company may be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to any Member of the Company This does not prevent a Member who is not also a Director receiving.



- 6.3.1** a benefit from the Company in the capacity of a beneficiary of the Company,
  - 6.3.2** reasonable and proper remuneration for any goods or services supplied to the Company.
- 6.4** No Director or Connected Person may:
  - 6.4.1** buy any goods or services from the Company on terms preferential to those applicable to members of the public;
  - 6.4.2** sell goods, services, or any interest in land to the Company;
  - 6.4.3** be employed by, or receive any remuneration from the Company;
  - 6.4.4** receive any other financial benefit from the Company unless (in every case) the payment is permitted by sub-clause 6 5 of this Article, or authorised by the Court or the Charity Commission and in this article a 'financial benefit' means a benefit, direct or indirect, which is either money or has a monetary value and (as and when necessary), the Directors obtain the prior written approval of the Charity Commission to the financial benefit and fully comply with any procedures it prescribes.
- 6.5** A Director or Connected Person may:
  - 6.5.1** receive a benefit (including a financial benefit) from the Company in the capacity of a beneficiary of the Company provided that a majority of the Directors do not benefit in this way.
  - 6.5.2** subject to Article 6 6 enter into a contract for the supply of services or goods that are supplied in connection with the provision of services to the Company where that is permitted in accordance with, and subject to the conditions in, Section 185 to 186 of the Charities Act 2011
  - 6.5.3** subject to Article 6 6 provide the Company with goods that are not supplied in connection with services provided to the Company by a Director
  - 6.5.4** receive interest on money lent to the Company at a reasonable and proper rate which must be no more than the Bank of England base rate.
  - 6.5.5** receive rent for premises let to the Company if the amount of the rent and the other terms of the lease are reasonable and proper and provided that such a Director shall withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion



6.7.1.1 holds more than 50% of the shares; or

6.7.1.2 controls more than 50% of the voting rights attached to the shares; or

6.7.1.3 has the right to appoint one or more Directors to the Board of the company

## **7. Conflict of Interest**

7.1 If a conflict of interests arises for a Director because of a duty of loyalty owed to another organisation or person and the conflict is not authorised by virtue of any other provision in these Articles, the unconflicted Directors may authorise such a conflict of interests where the following conditions apply:

7.1.1 the conflicted Director is absent from the part of the meeting at which there is discussion of any arrangement or transaction affecting that other organisation or person save that the conflicted Director shall not be regarded as being part of the quoracy for the purposes of that part of the meeting only,

7.1.2 the conflicted Director does not vote on any such matter and is not to be counted when considering whether a quorum of Directors is present at the meeting save that the conflicted Director shall not be regarded as being part of the quoracy for the purposes of that part of the meeting only;

7.1.3 the unconflicted Directors consider it is in the interests of the Company to authorise the conflict of interest in the circumstances applying

7.2 In this article a conflict of interest arising because of a duty of loyalty owed to another organisation or person only refers to such conflict which does not involve a direct or indirect benefit of any nature to a Director

## **8. Alterations to the Articles**

8.1 No alteration to Article 4 above or Article 11 below or any other alteration within Section 64(2A)(c) of the Charities Act 1993 as amended by the Charities Act 2006 shall be made without the prior approval of the Charity Commissioners or the High Court.

## **9. Limited Liability**

**9.1** The liability of the Members is limited.

**10. Guarantee**

**10.1** All Members of the Company undertake to contribute to the assets of the Company, in the event of the same being wound up while they are a Member, or within one year after they cease to be a Member, for payment of the debts and liabilities of the Company contracted before they cease 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, such amount as may be required not exceeding one pound.

**11. Dissolution**

**11.1** If the Company is wound up or dissolved, and after all its debts and liabilities have been satisfied there remains any property it shall not be paid to or distributed among the Members of the Company, but shall be given or transferred to some other Company or charities having objects similar to the Objects of the Company, which prohibits the distribution of its or their income and property to an extent at least as great as is imposed on this Company by Article 6 above, to be chosen by the Members of the Company at or before the time of dissolution and if that cannot be done, then to some other charitable object

**Membership**

**12. Members**

**12.1** Membership of the Company shall consist of.

**12.1.1** the Current Members;

**12.1.2** subject to Article 12 2, any individual persons aged eighteen or over who are interested in furthering the work of the Company

**12.2** Membership shall be open by invitation on such terms and conditions as the Company may from time to time determine in General Meetings, or as determined by the Board subject to review by the Company at a General Meeting.

**13. Applications for Membership:**

**13.1** The Board may create different classes of Members with different rights.

**13.2** Membership is not transferable

#### **14. Termination of Membership**

**14.1** Membership is terminated automatically if

**14.1.1** a Member dies, or if it is an organisation, ceases to exist;

**14.1.2** a Member, being an individual, becomes incapable by reason of illness or injury of managing and/or administering his or her own affairs,

**14.1.3** a Member becomes insolvent or makes any arrangement or composition with his or her creditors

**14.1.4** the Member resigns by written notice to the Company unless after the resignation, there would be less than two Members,

**14.1.5** any sum due from the Member to the Company is not paid in full within six months of it falling due

**14.2.** The Board shall have the right for any good and sufficient reason to terminate the membership of any Member or refuse renewal of any existing membership PROVIDED ALWAYS that the Member concerned shall have a right to be heard by the Board before a final decision is made and that there shall be a right of appeal against a decision to terminate membership at a General Meeting of the Company on such terms as the Board may from time to time determine.

**14.3** The Company shall keep a register of Members in accordance with the 2006 Act, and every member of the Company who is not a Current Member shall sign a written consent to become a Member

#### **15. General Meetings**

**15.1** Subject to Article 21, the Company shall hold a General Meeting in every calendar year as its AGM at such time and place as may be determined by the Board

**15.2** Every Annual General Meeting except the first Annual General Meeting shall be held not more than fifteen months after the holding of the last preceding Annual General Meeting.

**15.3** The Board may call a General Meeting at any time

**15.4** General Meetings may be convened on a members' requisition as provided by the 2006 Act.

**15.5** The minimum periods of notice required to hold a general meeting of the Company are:

**15.5.1** twenty-one Clear Days for an Annual General Meeting or a General Meeting called to pass a Special Resolution

**15.5.2** fourteen Clear Days for all other General Meetings, provided that a General Meeting shall be called by shorter notice if it is so agreed in the case of an Annual General Meeting, by 90% of the Members entitled to attend and vote at that meeting or, in the case of any other meeting, by such proportion of them as is prescribed by the 2006 Act or determined by the Company in accordance with the 2006 Act provided that nothing in this Article shall prevent the Company from using the written resolutions procedure as prescribed by the 2006 Act and Article 17.9 below

**15.6** 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 must also contain a statement setting out the right of Members to appoint a proxy under Section 324 of the 2006 Act and Article 18 below. The notice shall be given to all the Members and to the Members of the Board and auditors.

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

## **16. Proceedings at General Meetings**

**16.1** The business to be transacted at an Annual General Meeting shall include:

**16.1.1** the consideration of audited or independently examined accounts of the Company,

**16.1.2** the reports of the Board and of the auditors or independent examiners,

**16.1.3** the election of Directors (when appropriate), and

**16.1.4** the appointment of, and the fixing of the remuneration of, the auditors or independent examiners (if any) of the Company

- 16.2** No business shall be transacted at any General Meeting unless a quorum is present. Unless otherwise decided by the Members in General Meeting three members present in person or by proxy shall be a quorum
- 16.3** If such a quorum is not present within half an hour from the time appointed for the General Meeting, or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week, at the same time and place, or to such time and place as the Board may determine.
- 16.4** If no quorum is present at the re-convened meeting within fifteen minutes of the time specified for the start of the meeting the Members present in person or in proxy at the time shall constitute the quorum for the meeting
- 16.5** The Chair shall preside as Chair at every General Meeting, and shall have the right to attend all meetings of committees and other task groups or advisory groups. If at any meeting the Chair shall not be present within fifteen minutes after the time appointed for the meeting, or shall be unwilling to preside, and if the deputy chair (if any) is not present or is unwilling to preside, the Directors present shall choose some member of the Board to act as Chair and if only one Director is present and willing to act, that Director shall be Chair. If no Directors are present, or if all the Directors present decline to take the Chair, the Members present shall choose one of their number to preside as Chair for that meeting only.
- 16.6** The Chair may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time, and from place to place. No business shall be transacted at an adjourned meeting other than business which might 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 of the adjourned meeting shall be given in the same manner as of an original meeting. Save as aforesaid, the Members shall not be entitled to any notice of an adjournment, or of the business to be transacted at an adjourned meeting

## **17. Resolutions**

- 17.1** A resolution put to the vote of the meeting shall be decided on a show of hands, unless before or upon the declaration of the result of the show of hands, a poll is duly demanded
- 17.2** Subject to the provisions of the 2006 Act, a poll may be demanded by the Chair or at least two Members having the right to vote at the meeting

- 17.3** 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 that resolution.
- 17.4** The demand for a poll may only be withdrawn before the poll is taken with the consent of the Chair.
- 17.5** If the demand for a poll is withdrawn the demand shall not invalidate the result of a show of hands declared before the demand was made.
- 17.6** No poll shall be demanded on the election of a Chair of a meeting, or on any question of adjournment
- 17.7** A poll shall be taken at such time and place, and in such manner, as the Chair directs not being more than thirty days after the poll is demanded. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded
- 17.8** The demand for a poll shall not prevent the continuation of a meeting for the transaction of any business other than the question on which the poll was demanded
- 17.9** A resolution in writing agreed by the Members who would have been entitled to vote upon it had it been proposed at a General Meeting shall be effective provided that a copy of the proposed resolution has been sent to every eligible Member and, in the case of an Ordinary Resolution, a simple majority has signified its agreement to the resolution and in the case of a Special Resolution, a 75% majority has signified its agreement to the resolution in an authenticated document which has been received at the registered office within the period of 28 days beginning with the circulation date. A resolution in writing may comprise several copies to which one or more Members have signified their agreement. In the case of a Member that is an organisation, its authorised representative may signify its agreement

## **18. Votes of Members**

- 18.1** Subject as hereinafter provided, every Member shall have one vote which may be given either personally or by proxy. A Member may appoint more than one proxy to attend on the same occasion
- 18.2** Save as herein expressly provided, no Member other than a Member duly registered, who shall have paid every sum (if any) which shall be due and



payable to the Company in respect of membership, shall be entitled to vote either in person or by proxy on any question at any General Meeting

**18.3** Any objection to the qualification of any voter must be raised at the meeting at which the vote is tendered and the decision of the person who is chairing the meeting shall be final.

**18.4** The appointment of a proxy shall be executed 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 Directors may approve).

"Windermere Educational Trust Limited

I/ We, ..... of ..... , being a member/ members of the above-named company, hereby appoint ..... of ..... , or failing him/ her, ..... of ..... , as my/ our proxy to vote in my/ our name[s] and on my/ our behalf at the general meeting of the company to be held on ..... at any adjournment thereof.

Signed on ....."

**18.5** Where it is desired to afford Members an opportunity of instructing the proxy how to act, the appointment of 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 Directors may approve):

"Windermere Educational Trust Limited

I/ We, ..... of ..... , being a member/ members of the above-named company, hereby appoint ..... of ..... , or failing him/ her ..... of ..... , as my/ our proxy to vote in my/ our name[s] and on my/ our behalf at the general meeting of the company, to be held on ..... and at any adjournment thereof.

This form is to be used in respect of the resolution[s] 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/ she thinks fit or abstain from voting.

Signed on ....."

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

**18.6.1** in the case of an instrument in writing be deposited at the office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the company in relation to the meeting not less than 48 hours before the time for holding the meeting at which the person named in the instrument proposes to vote; or

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

**18.6.2** 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 any Director,

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

**18.7** A vote given or poll demanded by proxy or by the duly authorised representative of a Member which is an organisation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the company at

**18.7.1** its registered office, or

**18.7.2** at such other place at which the instrument of proxy was duly deposited or,

**18.7.3** (where the appointment of the proxy was contained in an electronic communication), at the address at which such appointment was duly received before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll

## **Board of Directors**

### **19. Composition of the Board**

- 19.1 There is no maximum number of Directors but the minimum number shall never be less than two.
- 19.2 The Head of any school operated by the Company (if they are not also a Director) or any other person may at the discretion of the Board have the right to attend, to comment, advise and make recommendations but not to vote at meetings of the Board, and may also have access to information and papers relevant to the business of the Board

## **20. Appointment of the Board**

- 20.1 At every AGM one third of the Directors (or, the number nearest to one third if the number of Directors is not three or a multiple of three) shall retire from office by rotation. The Directors who shall be required to retire by rotation shall be those who have been longest in office since their last appointment or reappointment but as between Directors who became or who were reappointed Directors on the same day, those to retire shall (unless the Directors otherwise agree between themselves) be decided by lot
- 20.2 Persons elected as Chair and to the Board must be Members of the Company at the time of their election and for so long as they hold office as Director, subject to the provisions of Article 13.
- 20.3 The Board shall nominate one of its number as Chair.
- 20.4 The persons elected as Chair and to the Board are eligible for re-election.
- 20.5 In the event of voting deadlock at Board meetings, the Chair shall have the casting vote.
- 20.6 If nominations for Directors exceed vacancies, an election shall take place by ballot among the Members. The Board will have power to decide whether this ballot should be postal, or held at the meeting called for the purpose, or a combination of the two
- 20.7 The Board may co-opt any person, whether or not a Member, to membership of the Board until the conclusion of the Annual General Meeting next following, provided that the number of co-opted persons shall not exceed one-third of the total number of Board members in post at the time of the election
- 20.8 A person whose co-opted membership of the Board has terminated shall be eligible for co-option again at any time

## **21. Powers of the Board**

- 21.1** The business of the Company shall be managed by the Board subject to the provisions of the 2006 Act and the Charities Acts and the Articles and to any directions given by Special Resolution. No alteration of the Articles and no such direction shall invalidate any prior act of the Board which would have been valid if that alteration had not been made or that direction had not been given.
- 21.2** The Board may pay all such expenses of, and preliminary and incidental to, the promotion, formation, establishment and registration of the Company as it thinks fit.
- 21.3** A meeting of the Board at which a quorum is present may exercise all powers exercisable by the Board.
- 21.4** The Board shall have power to make, repeal and amend regulations for any matter concerned with the administration of the affairs of the Company and in particular for the conduct of meetings, the nomination of Members and for the Board and the method of election to the Board provided they are not inconsistent with these Articles. Such regulations, and any repeals and amendments, shall have effect until set aside by the Board or at a duly convened General Meeting of the Company.
- 21.5** The members for the time being of the Board may act notwithstanding any vacancy in their body, but if the number of members of the Board shall at any time be less than the minimum prescribed by or in accordance with these Articles, they may act as the Board only for the purpose of admitting persons to membership of the Company, filling vacancies or calling a General Meeting.

## **22. Disqualification and removal of Directors**

- 22.1** The office of Director shall be vacated if that Director
- 22.1.1** ceases to be a Director by virtue of any provision of the 2006 Act or becomes prohibited by law from being a Director, or
  - 22.1.2** becomes bankrupt or makes any arrangement or composition with creditors generally, or
  - 22.1.3** becomes incapable by reason of mental disorder, illness or injury of managing or administering his or her own affairs; or
  - 22.1.4** is disqualified from acting as a Director by virtue of the 2006 Act, Section 72 of the Charities Act 1993 or as amended by future legislation; or

- 22.1.5** resigns as a Director by notice to the Company; or
  - 22.1.6** fails without reasonable excuse to attend three consecutive meetings of the Board and the Board resolves that the office of that member be vacated, or
  - 22.1.7** is removed at any time by Ordinary Resolution, or
  - 22.1.8** ceases to be a Member.
- 22.2** A Director may be suspended by the unanimous resolution of his or her fellow Directors where the fellow Directors reasonably believe that it will be in the best interests of the Company that the Director in question should be suspended and so resolve at a duly convened Board meeting to suspend the Director.
- 22.3** A Director suspended pursuant to Article 22.2 shall not be entitled to attend, vote or speak at Board meetings or to carry out any duties as a Director until the next General Meeting of the Company
- 22.4** The Board and the suspended Director shall both be entitled to address the Members at the next General Meeting regarding the circumstances that gave rise to the suspension of the Director and the Members shall then either pass a resolution to remove the Director pursuant to Article 22.1.7 or shall pass an ordinary resolution to lift the suspension, in which case the Director so suspended shall return to their normal duties and have the right to attend, vote and speak at Board meetings
- 23. Proceedings of the Board**
- 23.1** The Board may regulate its proceedings as it thinks fit subject to the provisions of these Articles. It may determine the quorum necessary for the transaction of business, provided that the quorum for meetings of the Board shall never be less than the greater of one quarter of the members of the Board or two
- 23.2** Board members may be present for the purposes of forming a quorum if they are present by suitable electronic means agreed by the Board in which a participant or participants may communicate with all the other participants.
- 23.3** A Director may, and on the request of a Director the Company shall, call a meeting of the Board by giving notice to all Directors, but a Director who is absent from the United Kingdom shall not be entitled to notice of a meeting
- 23.3** Fourteen days' notice of any meeting of the Board shall be given by the Secretary to all Directors save that if any three Directors decide that it is

necessary to call a meeting of the Board on shorter notice such a meeting may be called on four days' notice

- 23.4** Subject to Articles the provisions of the Articles, all Directors shall be entitled to vote, and any matters arising shall be determined by a simple majority of those present and voting. In case of an equality of votes the Chair shall have a second or casting vote.

## **24 Committees**

- 24.1** The Board may appoint such committees as it may deem necessary from time to time and shall determine their terms of reference, powers, duration, quorum and membership provided that.

**24.1.1** no such committee shall have power to spend or commit the assets of the Company without the prior approval of more than one-half of its members being voting members of the Board

**24.1.2** the proceedings of all such committees shall be minuted and reported to the meeting next following of the Board.

- 24.2** All acts done in good faith by any meeting of the Board or by any committee of the Board, or by any person acting as a Director shall, notwithstanding it is afterwards discovered that there was some defect in the appointment or continuation in office of any such member or person acting as aforesaid, or that any of them were disqualified from holding office or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and had continued in office and was qualified to be a member of the Board and had been entitled to vote

- 24.3** A resolution in writing or electronic form agreed by a simple majority of Directors for the time being or of any committee of the Board who are entitled to receive notice of a meeting of the Board or of such committee shall be as valid and effectual as if it had been passed at a duly convened and constituted meeting of the Board or of such committee (as the case may be) provided

**24.3.1** a copy of the resolution is sent or submitted to all the Directors eligible to vote, and

**24.3.2** a simple majority of Directors has signified its agreement to the resolution in an authenticated document or documents which are received at the registered office within a period of 28 days beginning with the circulation date. A resolution in writing may consist of several documents in the like form each signed by one or more members of the Board.

- 24.4** A Director must declare the nature and extent of any interest, direct or indirect, which s/he has in a proposed transaction or arrangement with the Company or in any transaction or arrangement entered into by the Company which has not previously been declared. A Director must absent himself or herself from any discussions of the Directors in which it is possible that a conflict will arise between his or her duty to act solely in the interests of the Company and any personal interest (including but not limited to any personal financial interest).

## **26. Minutes**

- 26.1** The Board shall cause proper minutes to be made of

**26.1.1** all appointments of officers made by the Board; and

**26.1.2** all proceedings at meetings of the Company and of the Board and of committees of the Board, including the names of the Directors present at such meetings and the decisions made at the meetings of the Company and the Board and where appropriate the reasons for such decisions.

- 26.2** Any such minutes of any meeting, if purporting to be signed by the Chair of that meeting, or by the Chair of the next succeeding meeting, shall be sufficient evidence without any further proof of the facts therein stated

## **Accounts and Reports**

### **27. Accounts**

- 27.1** The Board shall cause proper accounts to be kept, audited and made available to the Members of the Company in accordance with the provisions of the 2006 Act
- 27.2** Bank or building society accounts shall be opened in the name of the Company on such terms as the Board shall decide. The Board shall decide which of its Directors and staff may sign cheques on behalf of the Company

### **28. Records**

- 28.1** The accounting records and other books or documents of the Company shall be kept at the registered office or at such other place or places as the Board shall think fit, and shall always be open at reasonable times to the inspection of the Directors

- 28.2** No Member (other than a Director) shall (as such) have any right of inspecting any of the accounting records and other books or documents of the Company except as conferred by statute or authorised by the Board or by the Company in General Meeting

**29. Annual Report and Return and Register of Charities**

- 29.1** *The Directors must comply with the requirements of the Charities Act 1993 with regard to*

**29.1.1** preparation and transmission of the statement of accounts,

**29.1.2** preparation and transmission of an Annual Report and its transmission to the Charity Commission;

**29.1.3** preparation and transmission of an annual return.

- 29.2** *The Directors must notify the Charity Commission promptly of any changes to the Company's entry on the Central Register of Charities.*

**30. Notices**

- 30.1** Any notice to be given to or by any person pursuant to these Articles:

**30.1.1** shall be in writing ; or

**30.1.2** shall be given using electronic communications except that a notice calling a meeting of the Board need not be in writing

- 30.2** A notice may be served by the Company upon any Member, either personally or by sending it through the post in a prepaid envelope addressed to the registered address of the Member as appearing in the register of Members or by leaving it at that address; or by giving it using electronic communications to the Members' address

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

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



**30.5** Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given

**30.6** Proof that a notice contained in an electronic communication was sent shall be conclusive where the Company can demonstrate that it was properly addressed and sent in accordance with section 1147 of the 2006 Act.

**30.7** A notice shall be deemed to be given

**30.7.1** 48 hours after the envelope containing it was posted, or

**30.7.2** in the case of an electronic communication, 48 hours after it was sent

### **31. Indemnity**

**31.1** The Company shall indemnify any Director of the Company against any liability incurred by him or her in that capacity to the extent permitted by sections 232 to 234 of the 2006 Act.

**31.2** The Company may indemnify an auditor or independent examiner against any liability incurred by him, her or it

**31.2.1** in defending proceedings(whether civil or criminal) in which judgement is given in his, her or its favour or he, she or it is acquitted; or

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

### **32. Company Seal**

**32.1** The Company need not have a seal

**32.2** If the Company chooses to have a seal, that seal shall only be used by the authority of the Board or of a committee authorised by the Board. The Board may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it should be signed by at least two Directors