

COMPANIES ACT 2006

**ARTICLES OF ASSOCIATION
OF
STAFFORD INDEPENDENT GRAMMAR SCHOOL**

Incorporated on

Company No: 01657702

Charity No: 513031



COMPANIES ACT 2006

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

ARTICLES OF ASSOCIATION

OF

STAFFORD INDEPENDENT GRAMMAR SCHOOL

1 NAME

The name of the company is Stafford Independent Grammar School (the "**Charity**").

2 REGISTERED OFFICE

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

3 OBJECTS

3.1 The objects of the Charity (the "Objects**") are:**

3.1.1 To establish, maintain and conduct a school or schools for the education of children and young persons so as to be an independent school within the meaning of that expression as defined in the Education Act 1996 (as modified or re-enacted from time to time).

3.1.2 To promote the recognition and encouragement of exceptional merit in students at such school by the institution and presentation of scholarships, exhibitions, grants, medals or other prizes or benefactions.

3.2 This provision may be amended by special resolution but only with the prior written consent of the Commission.

4 POWERS

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

4.1 to establish, maintain, promote and carry on libraries, classrooms, science laboratories and chemical demonstrating theatres, and to furnish the same with books, reviews, magazines and other publications and scientific and other instruments;

- 4.2 to provide grounds for cricket, rugby, football, lawn tennis, hockey, and other sports, gymnasiums, and all indoor and outdoor sports and recreations, and the appliances to be used therewith;
- 4.3 to provide advice;
- 4.4 to provide, publish or distribute information; to advertise in such manner as may be thought expedient;
- 4.5 to co-operate with other bodies;
- 4.6 to support, administer or set up other charities;
- 4.7 to establish charitable trusts for any particular purposes of the Charity, to act as trustees of such special charitable trust whether established by the Charity or otherwise and generally to undertake and execute any charitable trust which may lawfully be undertaken by the Charity and may be conducive to its Objects;
- 4.8 to raise funds (but not by means of Taxable Trading) and in its discretion to disclaim any particular contribution;
- 4.9 to receive and administer bequests and donations;
- 4.10 to borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Act) including entering into any related derivative arrangement, but only where the derivative arrangement is an integral part of managing the Charity's debt, and not a purely speculative transaction;
- 4.11 to acquire or hire property of any kind, and to alter and maintain any such property as may be required from time to time;
- 4.12 to let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act);
- 4.13 to make grants or loans of money and to give guarantees provided that where any payment is made to the treasurer or other proper official of a charity the receipt of such treasurer or official shall be a complete discharge to the Trustees;
- 4.14 to encourage the pupils of any school run by the Charity by the presentation of prizes, rewards, scholarships, bursaries and donations;
- 4.15 to set aside funds for special purposes or as reserves against future expenditure;
- 4.16 to deposit or invest in funds in any manner (but to invest only after obtaining such advice from a Financial Expert as the Trustees consider necessary and having regard to the suitability of investments and the need for diversification) provided that the Charity shall have power to retain any investments donated to it;
- 4.17 to delegate the management of investments to a Financial Expert, but only on terms that:
 - 4.17.1 the investment policy is set down in writing for the Financial Expert by the Trustees;

- 4.17.2 timely reports of all transactions are provided to the Trustees;
- 4.17.3 the performance of the investments is reviewed regularly with the Trustees;
- 4.17.4 the Trustees are entitled to cancel the delegation arrangement at any time;
- 4.17.5 the investment policy and the delegation arrangement are reviewed at least once a year;
- 4.17.6 all payments due to the Financial Expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt;
- 4.17.7 the Financial Expert must not do anything outside the powers of the Trustees;
- 4.18 to arrange for investments or other property of the Charity to be held in the name of a nominee company acting under the direction of the Trustees or controlled by a Financial Expert acting under their instructions and to pay any reasonable fee required;
- 4.19 to enter into any derivative arrangement in connection with any investment provided that such an arrangement is:
 - 4.19.1 ancillary to the investment;
 - 4.19.2 entered into in order to manage risk associated with the investment and/or transaction costs associated with the investment; and
 - 4.19.3 is not a purely speculative transaction;
- 4.20 to deposit documents and physical assets with a company registered or having a place of business in England or Wales as custodian, and to pay any reasonable fee required;
- 4.21 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;
- 4.22 to provide indemnity insurance for the Trustees in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011;
- 4.23 subject to Article 5 to employ paid or unpaid agents staff or advisers;
- 4.24 to enter into contracts to provide services to or on behalf of other bodies;
- 4.25 to establish, hold shares in, or acquire subsidiary companies;
- 4.26 to pay the costs of forming the Charity; and
- 4.27 to do anything else within the law which promotes or helps to promote the Objects.

5 BENEFITS AND CONFLICTS FOR MEMBERS AND TRUSTEES

- 5.1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the Members but:
 - 5.1.1 Members who are not Trustees may be employed by or enter into contracts with the Charity and receive reasonable payment for goods or services supplied; and

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

- 5.5.2 to take any other action not otherwise authorised which does not involve the receipt by the Conflicted Trustee or a Connected Person of any payment or material benefit, or to refrain from taking any step required to remove the conflict.
- 5.6 A Conflicted Trustee who obtains (other than through his or her position as Trustee) information that is confidential to a third party, shall not be in breach of his or her duties to the Charity if he or she declares the conflict in accordance with Article 5.4 and then withholds such confidential information from the Charity.
- 5.7 For any transaction or arrangement authorised under Articles 5.1 or 5.2, the Trustee's duty under the Act to avoid a conflict of interest with the Charity shall be disapplied provided the relevant provisions of Article 5.4 have been followed.

This Article may not be amended without the prior written consent of the Commission.

6 MEMBERSHIP

- 6.1 The Charity must maintain a register of Members.
- 6.2 The first Members of the Charity shall be the subscribers to the Memorandum of Association.
- 6.3 Subsequent Members of the Charity shall be:
- 6.3.1 the Trustees; and
 - 6.3.2 any person who is interested in the Objects and approved by the Trustees.
- 6.4 Every Member must consent in writing to become a Member, and the form and procedure for applying for Membership is to be prescribed by the Trustees.
- 6.5 Membership is terminated if the Member concerned:
- 6.5.1 gives written notice of resignation to the Charity;
 - 6.5.2 dies;
 - 6.5.3 is six months in arrears in paying the relevant subscription (if any) (but in such a case the Member may be reinstated on payment of the amount due);
 - 6.5.4 is removed from Membership by resolution of the Trustees on the ground that in their reasonable opinion the Member's continued Membership is harmful to the Charity (but only after notifying the Member in writing and considering the matter in the light of any written representations which the Member concerned puts forward within fourteen Clear Days after receiving notice); or
 - 6.5.5 (in the case of a Trustee) ceases to be a Trustee.
- 6.6 Membership of the Charity is not transferable.
- 6.7 Any corporate organisation that is a Member of the Charity may nominate any person to act as its duly authorised representative at any meeting of the Charity by resolution of its directors or other governing body.

6.8 Any unincorporated organisation that is a Member of the Charity may nominate any person to act as its duly authorised representative at any meeting of the Charity, provided that:

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

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

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

7 LIMITED LIABILITY

The liability of Members is limited.

8 GUARANTEE

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

9 GENERAL MEETINGS OF MEMBERS

9.1 General Meetings

9.1.1 Members are entitled to attend general meetings. A general meeting may be called at any time by the Trustees and must be called on a request from at least five percent of the Members having the right to vote at general meetings of the Charity if the request is issued in accordance with the Act.

9.1.2 A Secretary shall, notwithstanding that he or she is not a Member, be entitled to attend and speak at any general meeting.

9.2 Notice

9.2.1 Subject to Article 9.2.2, general meetings are called on at least fourteen Clear Days' notice (unless the Act requires a longer notice period) specifying: the time, date and place of the meeting; the general nature of the business to be transacted; and notifying Members of their right to appoint a proxy.

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

- 9.2.3 Notice of general meetings should be given to every Member and Trustee, and to the Charity's auditors.
- 9.2.4 The proceedings at a general meeting shall not be invalidated because a person who was entitled to receive notice of the meeting did not receive it because of an accidental omission by the Charity.

9.3 Quorum

- 9.3.1 No business shall be transacted at any meeting unless a quorum is present. There is a quorum at a general meeting if the number of Members present in person or by proxy is at least four or fifty percent of the total Membership, whichever is the greater.
- 9.3.2 If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Trustees may determine.
- 9.3.3 General meetings may be held in person or by means of video conference, telephone or suitable Electronic Means, or any combination thereof, agreed by the Members in which all participants may communicate with all the other participants simultaneously.
- 9.3.4 If all of the Members participating in the meeting are not in the same place they may decide that the meeting is to be treated as taking place wherever any of them is.
- 9.3.5 If it appears to the Chairperson of the general meeting that a video, telephone or electronic facility has become inadequate for the purposes referred to in Article 9.3.3 then the Chairperson, without having to seek consent of the meeting given that this may not be practical in the circumstances, may manage the meeting as reasonably required and may pause, interrupt or adjourn the meeting. All business conducted at that meeting up to the time of any adjournment shall be valid. The provisions of Article 9.5 shall apply to that adjournment.

9.4 Chairperson of the Meeting

- 9.4.1 The Chairperson or (if the Chairperson is unable or unwilling to do so) some other Trustee elected by the board of Trustees presides at a general meeting.
- 9.4.2 If no Trustee is willing to act as Chairperson, or if no Trustee 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 Chairperson. Save that a proxy who is not a Member entitled to vote shall not be entitled to be appointed as Chairperson.

9.5 **Adjournment**

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

9.6 **Voting General**

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

9.6.2 A Member in respect of whom an order has been made by any court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental incapacity may vote, whether on a show of hands or on a poll, by his or her deputy, registered attorney, curator bonis or other person authorised in that behalf appointed by that court, and any such deputy, registered attorney, curator bonis or other person may, on a show of hands or on a poll, vote by proxy. Evidence to the satisfaction of the Trustees of the authority of the person claiming to exercise the right to vote shall be deposited at the Charity's registered office, or at such other place as is specified in accordance with these Articles for the deposit of instruments of proxy, not less than forty eight hours (excluding public holidays and weekends) before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in default the right to vote shall not be exercisable.

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

9.7 **Poll Voting**

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

- (A) by the Chairperson; or
- (B) by at least four Members having the right to vote at the meeting; or
- (C) by a Member or Members representing not less than ten percent of the total voting rights of all the Members having the right to vote at the meeting;

and a demand by a person as proxy for a Member, shall be the same as a demand by the Member.

- 9.7.2 Unless a poll is duly demanded a declaration by the Chairperson that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
- 9.7.3 A demand for a poll may be withdrawn if the poll has not yet been taken; and the Chairperson consents to the withdrawal. A demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.
- 9.7.4 A poll shall be taken as the Chairperson directs and he or she may appoint scrutineers (who need not be Members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 9.7.5 A poll demanded on the election of a Chairperson or on a question of adjournment shall be taken immediately. A poll demanded on any other question shall be taken either immediately or at such time and place as the Chairperson directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
- 9.7.6 No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven Clear Days' notice shall be given specifying the time and place at which the poll is to be taken.

9.8 **Proxy Voting**

- 9.8.1 On a poll or a show of hands, votes may be given either personally or by proxy.
- 9.8.2 The appointment of a proxy shall be executed by or on behalf of the appointor and shall be in a form approved by the Trustees which shall without limitation:
 - (A) state the name and address of the Member appointing the proxy;
 - (B) identify the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed;
 - (C) be executed by or on behalf of the Member appointing the proxy; and

- (D) be delivered to the Charity in accordance with these Articles and any instructions contained in the notice of the general meeting to which the proxy relates.

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

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

be received at such address not less than forty eight hours (excluding public holidays and weekends) before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote;

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

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

- 9.8.4 A vote given or poll demanded by proxy shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Charity at its registered office or at such other place at which the instrument of proxy was duly deposited or, where the appointment of the proxy was sent by Electronic Means, at the address at which such appointment was duly received before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.
- 9.8.5 An appointment of a proxy may be revoked by delivering to the Charity a notice given by or on behalf of the person by whom or on whose behalf the proxy notice was given. A notice revoking the appointment of a proxy only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

9.9 **Written Resolutions**

Subject to the provisions of the Act:

- 9.9.1 A written resolution is passed as an ordinary resolution if it is agreed to by Members representing a simple majority of the total voting rights of Eligible Members.
- 9.9.2 A written resolution is passed as a special resolution if it is agreed to by Members representing not less than seventy five percent of the total voting rights of Eligible Members; and states that it is a special resolution.
- 9.9.3 A Members' resolution under the Act removing a Trustee or an auditor before the expiration of his or her term of office may not be passed by a written resolution.
- 9.9.4 A copy of the written resolution must be sent to every Eligible Member together with a statement informing them of the date by which the resolution must be passed if it is not to lapse, and how to indicate their agreement to the resolution.
- 9.9.5 A Member indicates his or her agreement to a written resolution when the Charity receives from the Member an authenticated document identifying the written resolution and indicating his or her agreement to it:
- (A) by the Member's signature if the document is in Hard Copy Form; or
 - (B) by the Member's signature, or confirmation of the Member's identity in a manner specified by the Charity, accompanied by a statement of the Member's identity which the Charity has no reason to doubt, if the document is in Electronic Form.
- 9.9.6 A written resolution lapses if the required number of agreements has not been obtained by twenty eight days beginning with the Circulation Date of the resolution.

9.10 **AGMs**

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

9.10.2 At an AGM the Members:

- (A) receive the accounts of the Charity for the previous financial year;
- (B) receive the Trustees' report on the Charity's activities since the previous AGM;
- (C) accept the retirement of those Trustees who wish to retire or who are retiring pursuant to Articles 10.5 or 10.6;
- (D) elect persons to be Trustees to fill vacancies arising;
- (E) appoint independent examiners or auditors for the Charity; and
- (F) discuss and determine any issues of policy or deal with any other business put before them by the Trustees.

9.11 **EGMs**

Any general meeting which is not an AGM is an EGM.

10 **THE TRUSTEES**

10.1 The Trustees as Charity Trustees have control of the Charity and its property and funds.

10.2 The first Trustees shall be the subscribers to the Memorandum. Future Trustees shall be appointed as subsequently laid out in these Articles.

10.3 The Trustees when complete shall consist of at least seven but (unless otherwise determined by ordinary resolution) shall not exceed twenty.

10.4 Every Trustee must sign a declaration of willingness to act as a Charity Trustee of the Charity before he or she is eligible to vote at any meeting of the Trustees.

10.5 For each Trustee appointed after the date of adoption of these Articles:

10.5.1 the term of office of a Trustee shall expire at the conclusion of the AGM to be held in the fifth calendar year following the date of his or her appointment as a Trustee; and

10.5.2 a Trustee whose initial term of appointment is due to expire pursuant to Article 10.5.1 shall be eligible for re-appointment for a further and final period expiring at the conclusion of the AGM to be held in the fourth calendar year following his or her re-appointment but thereafter a Trustee shall not be eligible for re-appointment until one year after his or her retirement. In this Article a 'year' means the period between one AGM and the next.

10.6 PROVIDED THAT where a Trustee holds the office of Chairperson on the date when his or her term of appointment would otherwise expire, then his or her term of office as a Trustee

shall be automatically extended until the conclusion of the next AGM. The existing Trustees at the date of adoption of these Articles shall retire as follows:

- 10.6.1 John Cunningham Lotz, Barry John Baggott and David Michael Pearsall shall retire on the 2nd July 2021;
- 10.6.2 Judith Colman shall retire at the AGM to be held in 2022;
- 10.6.3 Julia Dawn Causer and Reverend John James Davis shall retire at the AGM to be held in 2025, neither being eligible for reappointment unless, in either case, the proviso to Article 10.5 applies;
- 10.6.4 Tim Carson and John Johnson shall retire at the AGM to be held in 2023, each being eligible for reappointment, on the same basis as provided for in Article 10.5.2;
- 10.6.5 Shelly Burns, Brett Phillips and Dr Marie Bush shall retire at the AGM to be held in 2025, each being eligible for reappointment, on the same basis as provided for in Article 10.5.2.
- 10.7 No person other than a Trustee eligible for reappointment pursuant to Articles 10.5 or 10.6 shall be appointed or reappointed a Trustee at any general meeting unless:
 - 10.7.1 he or she is recommended by the Trustees; or
 - 10.7.2 not less than twenty nor more than forty Clear Days before the date appointed for the meeting notice executed by a Member qualified to vote at the meeting has been given to the Charity of the intention to propose that person for appointment or reappointment stating the particulars which would if he or she were so appointed or reappointed be required to be included in the Charity's register of Trustees together with a notice executed by that person of his or her willingness to be appointed or reappointed.
- 10.8 A Trustee's term of office automatically terminates if:
 - 10.8.1 he or she is disqualified under the Charities Act from acting as a Charity Trustee;
 - 10.8.2 a registered medical practitioner who is treating that person gives a written opinion to the Charity stating that he or she has become physically or mentally incapable of acting as a Trustee and may remain so for three months;
 - 10.8.3 he or she is absent without permission of the Trustees from three consecutive meetings and is asked by a majority of the Trustees to resign;
 - 10.8.4 he or she ceases to be a Member;
 - 10.8.5 he or she resigns by written notice to the Trustees (but only if at least two Trustees will remain in office); or

10.8.6 he or she is removed by resolution passed by the Members present and voting at a general meeting after the meeting has invited the views of the Trustee concerned and considered the matter in the light of any such views.

10.8.7 That Trustee is the Chairperson and stands down as the Chairperson.

10.9 The Trustees may at any time appoint any person duly qualified to be appointed as a Trustee to fill a vacancy in their number or (subject to Article 10.3) as an additional Trustee.

10.10 A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

11 PROCEEDINGS OF TRUSTEES

11.1 The Trustees must hold at least two meetings each year.

11.2 A quorum at a meeting of the Trustees is four or fifty percent of the total number of Trustees whichever is the greater.

11.3 A meeting of the Trustees may be held in person or by means of video conference, telephone or suitable Electronic Means, or any combination thereof, agreed by the Trustees in which all participants may communicate with all the other participants simultaneously.

11.4 If all of the Trustees participating in the meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

11.5 If it appears to the Chairperson of the meeting that a video, telephone or electronic facility has become inadequate for the purposes referred to in Article 11.3 then the Chairperson, without having to seek the consent of the meeting given that this may not be practical in the circumstances, may manage the meeting as reasonably required and pause, interrupt or adjourn the meeting. All business conducted at that meeting up to the time of that adjournment shall be valid.

11.6 The Chairperson or (if the Chairperson is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting.

11.7 Every issue may be determined by a simple majority of the votes cast at a meeting but a resolution in writing agreed by all the Trustees (other than any Conflicted Trustee) is as valid as a resolution passed at a meeting. For this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature.

11.8 Except for the Chairperson of the meeting, who has a second or casting vote, every Trustee has one vote on each issue.

11.9 A Trustee must declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the Charity or in any transaction or arrangement entered into by the Charity which has not previously been declared; and a Trustee must comply with the requirements of Article 5.

- 11.10 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

12 POWERS OF TRUSTEES

The Trustees have the following powers in the administration of the Charity:

- 12.1 to appoint (and remove) any person to act as Secretary to the Charity;
- 12.2 to appoint (and remove) a Chairperson, secretary, treasurer and other honorary officers from among their number on such terms as they shall think fit;
- 12.3 to delegate any of their functions to committees consisting of two or more individuals appointed by them (but at least one member of every committee must be a Trustee and all proceedings of committees must be reported promptly to the Trustees);
- 12.4 to make standing orders consistent with these Articles and the Act to govern proceedings at general meetings;
- 12.5 to make rules consistent with these Articles and the Act to govern proceedings at their meetings and at meetings of committees;
- 12.6 to make regulations consistent with these Articles and the Act to govern the administration of the Charity and the use of its seal (if any);
- 12.7 to establish procedures to assist the resolution of disputes within the Charity; and
- 12.8 to exercise any powers of the Charity which are not reserved to the Members.
- 12.9 to change the name of the Charity.

13 RECORDS & ACCOUNTS

- 13.1 The Trustees must comply with the requirements of the Act and of the Charities Act as to keeping financial records, the audit or independent examination of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:
 - 13.1.1 annual reports;
 - 13.1.2 annual returns; and
 - 13.1.3 annual statements of account.
- 13.2 The Trustees must keep records of:
 - 13.2.1 all proceedings at general meetings;
 - 13.2.2 all proceedings at meetings of the Trustees;
 - 13.2.3 all proceedings at meetings of committees;
 - 13.2.4 all reports of committees; and
 - 13.2.5 all professional advice obtained.

13.3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any reasonable time during normal office hours and may be made available for inspection by Members who are not Trustees if the Trustees so decide.

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

14 MEANS OF COMMUNICATION TO BE USED

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

14.1 Any Document to be given to or by any person pursuant to these Articles must be in writing and sent or supplied in Hard Copy Form or Electronic Form, or (in the case of communications by the Charity) by making it available on a website, to an address for the time being notified for that purpose to the person giving the Document.

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

14.3 A Document may only be given by being made available on a website if the recipient has agreed (specifically or generally) that the document or information may be sent in that form, or if the recipient is deemed to have agreed in accordance with the Act.

14.4 The Charity may deliver a Document to a Member:

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

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

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

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

14.4.5 by a website (except a guarantee certificate) the address of which shall be notified to the Member in writing; or

14.4.6 by advertisement in at least two national newspapers.

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

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

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

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

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

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

14.6.3 properly addressed; and

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

14.7 If a Document (other than a guarantee certificate) is sent by fax, it is treated as being delivered at the time it was sent.

14.8 If a Document (other than a guarantee certificate) is sent by electronic mail, it is treated as being delivered at the time it was sent.

14.9 If a Document (other than a guarantee certificate) is sent by a website (in the case of communications by the Charity), it is treated as being delivered when the material was first made available on the website, or if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.

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

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

14.12 A Member present in person, or by proxy at any general meeting of the Charity shall be deemed to have received notice of the meeting, and where necessary of the purpose for which it was called.

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

15 EXCLUSION OF MODEL ARTICLES

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

16 INDEMNITY

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

- 16.2 In this Article a "Trustee" means any Trustee or former Trustee of the Charity.
- 16.3 The Charity may indemnify an auditor against any liability incurred by him or her:
- 16.3.1 in defending proceedings (whether civil or criminal) in which judgement is given in his or her favour or he or she is acquitted; or
 - 16.3.2 in connection with an application under section 1157 of the Companies Act 2006 (power of Court to grant relief in case of honest and reasonable conduct) in which relief is granted to him or her or it by the Court.

17 DISSOLUTION

- 17.1 If the Charity is dissolved the assets (if any) remaining after provision has been made for all its liabilities must be applied in one or more of the following ways as the Trustees may decide:
- 17.1.1 by transfer to one or more other bodies established for exclusively charitable purposes which are, the same as or similar to the Objects;
 - 17.1.2 directly for the Objects or for charitable purposes which are within or similar to the Objects; or
 - 17.1.3 in such other manner consistent with charitable status as the Commission approves in writing in advance.
- 17.2 Providing nothing in these Articles shall authorise an application of the property of the Charity for purposes which are not charitable in accordance with section 7 of the Charities and Trustee Investment (Scotland) Act 2005.
- 17.3 A final report and statement of account must be sent to the Commission.
- 17.4 This Article may not be amended without the prior written consent of the Commission.

18 INTERPRETATION

- 18.1 References to an Act of Parliament are references to that Act as amended or re-enacted from time to time and to any subordinate legislation made under it.
- 18.2 Throughout these Articles, "charitable" means charitable in accordance with the law of England and Wales, provided that it will not include any purpose which is not charitable in accordance with section 7 of the Charities and Trustee Investment (Scotland) Act 2005. For the avoidance of doubt, the system of law governing the Articles of Association of the Charity is the law of England and Wales.
- 18.3 In these Articles:
- "Act" means the Companies Acts as defined in section 2 of the Companies Act 2006, in so far as they apply to the Charity;
- "Address" includes a number or address used for the purposes of sending or receiving documents by Electronic Means;

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

"these Articles" means these articles of association;

"Chairperson" means the person elected under Article 12.2 to chair Trustees' meetings and other meetings as laid out in these Articles;

"Charities Act" means the Charities Acts 1992 to 2011, including any statutory modifications or re-enactment thereof for the time being in force;

"Charity" means the company governed by these Articles;

"Charity Trustee" has the meaning prescribed by section 177 of the Charities Act 2011;

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

"Clear Day" means 24 hours from midnight following the relevant event;

"the Commission" means the Charity Commission for England and Wales or any body which replaces it;

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

"Connected Person" means, in relation to a Trustee, a person connected with a director within the meaning of the Act or a person connected with a Charity Trustee or a trustee for a charity within the meaning of the Charities Act;

"EGM" means an extraordinary general meeting of the Charity;

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

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

"executed" includes any mode of execution;

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

"firm" includes Limited Liability Partnership;

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

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

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

"month" means calendar month;

"Objects" means the Objects of the Charity as defined in Article 3;

"Secretary" means the Secretary of the Charity;

"Taxable Trading" means carrying on a trade or business on a continuing basis for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects and the profits of which are liable to tax;

"Trustee" means a director of the Charity and **"Trustees"** means the directors;

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

"year" means calendar year.

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

18.5 The singular includes the plural and vice versa.

Stafford Office

Sara-Jane Newell (email – sara-jane.newell@pb4law.com)

14th June 2021

Charity Commission
PO Box 211
Bootle
L20 7YX

Dear Sirs

**Re: Articles of Association
Stafford Independent Grammar School
Charity Number: 513031**

We are instructed on behalf of the above named charity in relation to this matter and we enclose a copy of proposed new Articles of Association, for your approval.

The reason for adopting new Articles is to update the existing Articles and also to reflect, where appropriate, current recommended best practice; for example, with regard to term of service and retirement of Trustees.

Articles 3, 5 and 17 relate to "regulated alterations" and although there are differences in the wording of the proposed Articles compared to the existing Articles, we do not believe that the differences amount to material or substantive changes.

We look forward to receiving your approval, so that the charity may proceed to adopt the same by passing a special resolution. Of course, should you have any queries at all, then please don't hesitate to contact our Sara-Jane Newell.

Yours faithfully

Pickering & Butters LLP

SGS GOVERNORS' MEETING - MONDAY 1 MARCH 2021 AT 6.00 PM (Online & Recorded)

1. Present: J Causer (JC), D Pearsall (DP), J Johnson (JJ), B Baggott (BB), D White (DW), RC Green (RG), J Davis (JD), B Phillips (BP), J Lotz (JL), A Wright (AW), T Carson (TC), M Bush (MB), J Colman (JCOL), S Burns (SB), R Baum (RB).

2. Chair's opening remarks

JC opened the meeting.

3. Matters arising

BB questioned why the meeting was being held online instead of waiting and conducting the meeting face to face. JC pointed out that online meetings were now common place and that the next two meetings would be conducted online so there was no reason why this one shouldn't.

4. Changes to the Articles of Association

A vote was held on changing the Articles of Association such that a Governor/ Trustee would have an initial term of office of five years and a possible additional period of four years giving a maximum of nine years as a Governor. This would reflect the recommendations of AGBIS and the Charity Code of Governance for England and Wales.

Also, that the Chair of Governors stands down as a Governor/ Trustee after relinquishing the post of Chair of Governors.

The implications of this were pointed out by DW stating that this would mean BB, AW, JL and DP would be over the maximum term of office for a Governor and therefore proposed that they step down as Governors at the end of the school summer term on 2 July 2021.

Decision: All of the Governors supported the amendment to the Articles of Association except AW. Additionally, BB accepted the amendment in principle but disagreed with the time frame for stepping down during this interim period of transition. Noting the objections the motion was carried.

5. Other Changes to the Articles of Association

- Governors/ Trustees should **not** be remunerated for carrying out their duties.
- Virtual meetings should be allowed for.
- The Company Secretary should **not** be a Governor/ Trustee.

There were no objections to these changes however DW pointed out that the new Articles of Association would be ratified by resolution at a later date.

6. Behaviour and Conduct of Governors

After a discussion regarding his conduct and behaviour AW chose to resign as a Governor with immediate effect.

7. AOB

DW asked if any Governor felt they had not been given a fair chance to represent their views. None stated they hadn't.

SR BAUM
Clerk to Governors