

Company number: 9510356

Charity number. 1161253

The Companies Act 2006

Company limited by guarantee

Special Resolution of

Sarum College

(the "Company")

Circulation Date [date] 18th June 2015

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the following resolution is hereby passed as a written special resolution (the "Resolution")

SPECIAL RESOLUTION

THAT the Articles of Association attached to this Resolution be adopted as the Articles of Association of the Company in substitution for, and to the exclusion of, the existing Articles of Association

AGREEMENT

Please read the notes at the end of this document before signing to confirm your agreement to the Resolution

The undersigned, being the members of the Company, hereby irrevocably agree to the Resolution

Signed by The Very Revd Alec Knight

Name

Date

A.F. Knight
ALEXANDER FRANCIS KNIGHT
18th June 2015

Signed by Mr Anthony Weale

Name

Date

A.P. Weale
ANTHONY PHILIP WEALE
18 June 2015

FRIDAY



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COMPANIES HOUSE

Signed by Mr Nicholas Stiven



Name

NICHOLAS. STIVEN

Date

18 JUNE 2015

Notes

- 1 If you agree with the Resolution, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company. You can return it to the Company by
 - 1 1 hand (by bringing it to the registered office),
 - 1 2 by post to the registered office (marked for the attention of Wendy Pugh), or
 - 1 3 by email to wkpugh@aol.com
- 2 If you do not agree to the Resolution, you do not need to do anything. You will not be deemed to agree if you fail to reply.
- 3 Once you have indicated your agreement to the Resolution, you may not revoke your agreement.
- 4 Unless within the period of 6 months beginning with the Circulation Date above, sufficient agreement has been received for the Resolution to pass, it will lapse. If you agree to the Resolution, please ensure that your agreement reaches us before the expiry of this period.

Sarum College

Articles of Association

Company Number 9510356

Registered Charity Number 1161253

Adopted on 18 June 2015

The Companies Act 2006
Company not having a share capital
Articles of Association
of
Sarum College

1 Name

- 1 1 The name of the company is Sarum College (the "Charity")

2 Registered office


- 2 1 The registered office of the Charity is in England and Wales


3 Objects

- 3 1 The objects of the Charity (the "Objects") are to advance the Christian religion and to advance theological education, training, formation and spiritual growth, including (but without limitation) by the provision and maintenance of a college
- 3 2 In 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 and / or section 2 of the Charities Act (Northern Ireland) 2008 For the avoidance of doubt, the system of law governing the constitution of the Charity is the law of England and Wales

4 Powers

- 4 1 The Charity has the power to do anything within the law which may promote or may help to promote the Objects or any of them including (but without limitation) the power
- 4 1 1 to carry on a theological college in pursuance of the Objects under the name of Sarum College or such other name as the Trustees may from time to time decide and to promote theological education and training,
- 4 1 2 to hold classes, seminars, conferences, lectures, tours and courses,
- 4 1 3 to promote or carry out research and to disseminate such research,
- 4 1 4 to provide advice,
- 4 1 5 to publish or distribute information in any form,
- 4 1 6 to co-operate with and to enter into joint ventures, collaborations and partnerships with charitable and non-charitable bodies,
- 4 1 7 to support, administer or set up charities and to act as trustee of any charitable funds, endowments or trusts,
- 4 1 8 to affiliate with and where appropriate merge with any charity having similar objects to the Objects,
- 4 1 9 to raise funds,

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- 4 1 10 to borrow money, including entering into any derivative arrangement relating to that borrowing provided that the derivative arrangement is an integral part of managing the Charity's debt and not a speculative venture,
- 4 1 11 to give security for loans, grants and other obligations over the assets of the Charity (but only in accordance with the restrictions imposed by the Charities Act 2011),
- 4 1 12 to acquire, rent or hire property of any kind,
- 4 1 13 to sell, let, license, mortgage or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act 2011),
- 4 1 14 to construct, maintain, equip and alter buildings in order to provide a college or schools and other facilities including facilities for study and research,
- 4 1 15 to make grants, awards, prizes or donations,
- 4 1 16 to make loans of money and give credit and to give guarantees or security for the performance of any obligations by any person or company,
- 4 1 17 to set aside funds for special purposes or as reserves against future expenditure, but only in accordance with a written policy on reserves,
- 4 1 18 to deposit or invest funds in any manner (but to invest only after taking such advice as the trustees consider is reasonably necessary from such person as is reasonably believed by the trustee to be qualified to give it by his or her ability in and practical experience of financial and other relevant matters),
- 4 1 19 to enter into any derivative arrangement in connection with any investment provided that the derivative arrangement is ancillary to the investment (being entered into in order to manage the risk and / or transaction costs associated with the investment) and is not a speculative venture,
- 4 1 20 to delegate the management of investments to any person provided that
- (a) the delegate is authorised to carry on investment business under the provisions of the Financial Services and Markets Act 2000,
 - (b) the investment policy is set out in writing by the Trustees,
 - (c) the performance of the investments is reviewed regularly with the Trustees,
 - (d) the investment policy and the delegation arrangements are reviewed at least once a year,
 - (e) all payments due to the delegate are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt by the delegate, and
 - (f) the delegate must not do anything outside the powers of the Trustees,
- 4 1 21 to arrange for the investments or other property of the Charity to be held in the name of a nominee (being a corporate body registered or having an established place of business in England and Wales) under the control of the Trustees or of any person to whom the management of investments is delegated and to pay any reasonable fee required,
- 4 1 22 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required,

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- 4 1 23 to take out indemnity insurance to insure the Trustees against the costs of a successful defence to criminal proceedings brought against them as charity trustees or against personal liability incurred in respect of any act or omission which is or is alleged to be in breach of trust or breach of duty, unless the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty,
 - 4 1 24 subject to Article 13, to employ paid or unpaid agents, staff or advisers,
 - 4 1 25 to enter into contracts to provide services to or on behalf of other bodies,
 - 4 1 26 to establish, support or acquire subsidiary companies,
 - 4 1 27 to open and operate bank accounts and banking facilities,
 - 4 1 28 to solicit and accept grants, donations, endowments, gifts, legacies and bequests of assets on any terms,
 - 4 1 29 to enter into any licence or sponsorship agreement,
 - 4 1 30 to enter into any contract or agreement (including any finance lease),
 - 4 1 31 to carry on any trade in so far as the trade is,
 - (a) exercised in the course of the actual carrying out of the Objects of the Charity, or
 - (b) ancillary to the carrying out of the Objects, or
 - (c) not taxable trading

5 Limited liability

- 5 1 The liability of the Members is limited to £1, being the amount each Member undertakes to contribute to the Charity's assets if the Charity shall be wound up while he, she or it is a Member, or within one year after he, she or it ceases to be a Member, for payment of the Charity's debts and liabilities contracted before he, she or it ceases to be a Member and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories among themselves

6 Membership

- 6 1 The number of Members with which the Charity is registered is unlimited
- 6 2 The Charity must maintain a register of Members
- 6 3 The Members of the Charity shall be the subscribers to the Memorandum and the individuals acting as Trustees for the time being
- 6 4 Membership is terminated if the Member concerned
 - 6 4 1 gives written notice of resignation to the Charity, or
 - 6 4 2 dies,
 - 6 4 3 makes an arrangement or composition with his or her creditors, or
 - 6 4 4 ceases to be a Trustee
- 6 5 Membership of the Charity is not transferable

- 6 6 The Trustees may admit such persons as they see fit as associate members in accordance with any criteria or rules set out by the Trustees from time to time, provided that associate members shall not be members of the Charity for the purposes of the Act and accordingly such membership shall not bestow upon any associate member the right to attend or vote on any matter at any general meeting of the Charity
- 7 **General meetings**
- 7 1 Members are entitled to attend general meetings either personally or by proxy. General meetings are called on at least 14 clear days' written notice specifying the business to be discussed. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.
- 7 2 A general meeting may be called at any time by the Trustees and must be called in accordance with the terms of the Act within 21 days of a written request from the Members made in accordance with the provisions of the Act.
- 7 3 **Quorum**
- 7 3 1 There is a quorum at a general meeting if one half of the Members entitled to attend and vote at that meeting are present in person or through their authorised representatives or by proxy.
- 7 3 2 If within 15 minutes from the time appointed for the holding of a general meeting a quorum is not present, the meeting will be adjourned to such other day and at such time as the Board may determine. If at such adjourned meeting a quorum is not present within 15 minutes from the time appointed for holding the meeting the Members present in person or through their authorised representatives or by proxy shall be a quorum.
- 7 4 **Chair**
- 7 4 1 The Chair or (if the Chair is unable or unwilling to do so) some other Trustee elected by those present shall preside as chair at a general meeting. The chair may, with the consent of a meeting at which a quorum is present, and shall if so directed by the meeting, adjourn any meeting from time to time and from place to place as the chair shall determine.
- 7 5 **Voting**
- 7 5 1 A Member may appoint another person as his or her proxy to exercise all or any of his or her rights to speak and vote at general meetings. The Charity may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 7 5 2 A resolution put to the vote at a general meeting shall be decided on a show of hands and, on a show of hands, every Member present in person or by proxy shall have one vote.
- 7 6 **Written resolutions**
- 7 6 1 A written resolution passed in accordance with the Act is as valid as a resolution actually passed at a general meeting (and for this purpose the written resolution may be set out in more than one document). A written resolution passed under this Article will lapse if not passed before the end of six calendar months beginning with the circulation date (as defined in section 290 of the Companies Act 2006).

7 7 Authorised representatives

- 7 7 1 Any person other than an individual which is a Member of the Charity may by resolution of its directors, trustees or other governing body authorise such person as it thinks fit to act as its authorised representative at any meeting of the Charity and the person so authorised shall be entitled to exercise the same powers on behalf of the person which he represents as that person would exercise if it were an individual Member of the Charity

8 Trustees

- 8 1 The Trustees are the company directors and charity trustees of the Charity and have control of the Charity and its property and funds

- 8 2 The Board shall be composed of no fewer than 10 Trustees and no more than 14 Trustees of whom two shall be Foundation Trustees appointed in accordance with Article 8 3 1

8 3 Appointment of Trustees

- 8 3 1 The Foundation Trustees shall be the persons for the time being (each an "office holder") holding the office of

- (a) The Bishop of Salisbury, and
- (b) The Bishop of Bath and Wells

- 8 3 2 If unwilling or unable to act as a Foundation Trustee, an office holder may

- (a) before accepting appointment as a Foundation Trustee, give notice in writing to the Trustees of his or her inability or unwillingness to act in that capacity, or
- (b) after accepting such appointment, resign in accordance with Article 8 5 1(e)

and, in either case, the relevant office of Foundation Trustee shall remain vacant until a new office holder takes office

- 8 3 3 With the exception of the Foundation Trustees, Trustees shall be appointed to the Board by resolution of the Trustees. The Trustees may from time to time at their discretion determine any criteria for appointment as a Trustee

- 8 3 4 In addition to the number of Trustees provided for in Article 8 2, the Trustees may co-opt up to two Trustees ("**Co-opted Trustees**")

- 8 3 5 On appointment as a Trustee, a Trustee shall automatically become a Member of the Charity

- 8 3 6 Every Trustee shall sign a written consent to become a Trustee and a Member

- 8 3 7 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 of the Board

8 4 Terms of office

- 8 4 1 Subject to Article 8 4 2, the normal term of office for Trustees other than Foundation Trustees and Co-opted Trustees shall be four years. A Trustee shall be eligible for re-election by the Trustees for one further term of four years

- 8 4 2 The Trustees in office on the date of adoption of these Articles shall hold office for the terms specified in the schedule to these Articles
- 8 4 3 After a Trustee has served two consecutive terms in office, he or she shall be eligible for re-election only after a year has elapsed since he or she retired as Trustee, unless the Board considers it would be in the best interests of the Charity for a Trustee to be eligible for re-election on his or her retirement for such number of further terms as the Trustees shall resolve
- 8 4 4 Co-opted Trustees shall be appointed for a term of up to one year and may be re-appointed for one further consecutive term of up to one year
- 8 4 5 Every Trustee will hold office until the end of his or her term or, if earlier, until he or she vacates office in accordance with Article 8 5

8 5 Retirement and removal of Trustees

- 8 5 1 A Trustee's term of office automatically terminates if he or she
- (a) is disqualified under the Charities Act 2011 from acting as a charity trustee,
 - (b) in the written opinion given to the Charity of a registered medical practitioner treating that person, has become physically or mentally incapable of acting as a Trustee and may remain so for more than three months,
 - (c) is absent without the consent of the Trustees from all of their meetings held within a period of 12 months and the Trustees resolve that his or her office is vacated,
 - (d) is removed as a Trustee by the Members pursuant to the Act,
 - (e) resigns by written notice to the Trustees (but only if at least six Trustees will remain in office),
 - (f) becomes bankrupt, has an interim receiving order made against him or her, makes any arrangement or compounds with his or her creditors generally or applies to the court for an interim order in respect of a voluntary arrangement,
 - (g) is convicted of an offence and the Trustees shall resolve that it is undesirable in the interests of the Charity that he or she remains a Trustee of the Charity,
 - (h) ceases to be a Member of the Charity,
 - (i) in the case of a Foundation Trustee, ceases to hold the office mentioned in Article 8 3 1, or
 - (j) is removed by unanimous resolution of the other Trustees

9 Proceedings of the Board

- 9 1 The Trustees must hold at least three meetings of the Board each year The Chair or any two Trustees may call a meeting of the Board by giving notice of the meeting to the Trustees or by authorising the Secretary (if any) to give such notice provided that
- 9 1 1 such notice must indicate the proposed date, time and location of the meeting and, if it is anticipated that Trustees participating in the meeting will not be in the same

place, how it is proposed that they should communicate with each other during the meeting,

- 9 1 2 such notice must be given to each Trustee, but need not be in writing, and
- 9 1 3 such notice need not be given to Trustees who waive their entitlement to notice of that meeting by giving notice to that effect to the Charity not more than seven days after the date on which the meeting is held (and where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it)
- 9 2 The quorum necessary at a meeting of the Board shall be one half of the Trustees then in office
- 9 3 A meeting of the Board may be held either in person or by suitable electronic means agreed by the Trustees in which all Trustees participating in the meeting may communicate with all the other participants. If all the Trustees participating in a 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 4 The Chair or (if the Chair is unable or unwilling to do so) some other Trustee chosen by the Trustees present will preside as chair at each meeting
- 9 5 Subject to Articles 9 7 and 9 8, every decision of the Trustees shall be by a simple majority of the votes cast at a meeting
- 9 6 Every Trustee has one vote on each issue except for the chair of the meeting, who in the event of an equality of votes has a second or casting vote (unless the chair of the meeting is in accordance with these Articles not to be counted as participating in the decision-making process for quorum or voting purposes)
- 9 7 Any resolution by the Board in relation to the following matters shall not be valid unless the Foundation Trustees (if any) have approved the resolution
 - 9 7 1 the disposal of any interest in land or other material assets of the Charity,
 - 9 7 2 the acquisition of any interest in land or other significant transaction involving land,
 - 9 7 3 new borrowing or security arrangements or any significant variation to existing borrowing or security,
 - 9 7 4 the appointment or dismissal of the Principal
- 9 8 The Trustees may take a unanimous decision without holding a Trustees' meeting by indicating to each other by any means, including without limitation by electronic means, that they share a common view on a matter. Such decisions may, but need not, take the form of a resolution in writing, copies of which have been signed by each Trustee or to which each Trustee has otherwise indicated agreement in writing. A decision made in accordance with this Article 9 7 shall be as valid and effectual as if it has been passed at a meeting duly convened and held, provided the following conditions are complied with
 - 9 8 1 approval from each Trustee must be received by the Chair, or if the Chair is unable or unwilling to do so, some other Trustee nominated in advance by the Trustees for that purpose (the "Recipient"),
 - 9 8 2 following receipt of the response from all of the Trustees, the Recipient shall communicate to all of the Trustees by any means whether the resolution has been formally approved by the Trustees in accordance with this Article 9 7,

- 9 8 3 the date of the decision shall be the date of the communication from the Recipient confirming formal approval, and
- 9 8 4 the Recipient shall prepare a minute of the decision and circulate it to the Trustees and the Secretary
- 9 9 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting
- 10 Powers of Trustees**
- 10 1 The Trustees have the following powers in the administration of the Charity
- 10 1 1 at their absolute discretion, to appoint (and remove) any person or corporate entity (who may also be a Trustee) to act as Secretary to the Charity in accordance with the Act,
- 10 1 2 to appoint a Chair from among their number,
- 10 1 3 to appoint a treasurer, patron and other honorary offices,
- 10 1 4 to make standing orders consistent with these Articles and the Act to govern proceedings at general meetings,
- 10 1 5 to make rules consistent with these Articles and the Act to govern proceedings at meetings of the Board and of committees,
- 10 1 6 to make regulations consistent with these Articles and the Act to govern the administration of the Charity, and
- 10 1 7 to exercise any powers of the Charity which are not reserved to a general meeting
- 10 2 The Board of Trustees may by a simple majority resolution change the name of the Charity
- 11 Delegation**
- 11 1 Subject to these Articles, the Board may delegate any of the powers conferred on it by these Articles to such person, by such means, to such an extent, in relation to such matters and on such terms of reference as the Trustees think fit and, if the Board so specifies, any such delegation may authorise future delegation of the Trustees' powers by any person to whom they are delegated
- 11 2 The Board may also delegate to any committee consisting of two or more individuals appointed by the Board any of its functions (including any powers or discretions) for such time and on such terms of reference as it thinks fit (including any requirement that a resolution of the committee shall not be effective unless a majority of those present when it is passed are Trustees or it is ratified by the Board) provided that
- 11 2 1 all proceedings of every committee must be reported promptly to the Trustees, and
- 11 2 2 every committee must act in accordance with the terms of reference on which any function is delegated to it (but, subject to that, the proceedings of the committee will be governed by such of these Articles as regulate the proceedings of the Board so far as they are capable of applying)
- 11 3 The Board may at any time revoke any delegation in whole or part or alter its terms

12 Advisory board

- 12 1 The Board may establish an advisory board comprising individuals who, in the opinion of the Board, have relevant experience in dealing with issues affecting the Charity. An advisory board shall have none of the rights or powers exercisable by a committee of the Board other than a power to advise the Board on any matters which have been referred to it by the Board. The members of an advisory board shall not, unless they are also Trustees, have the duties and responsibilities of company directors or charity trustees. Subject to any terms and conditions expressly imposed by the Board, the proceedings of any advisory boards shall be governed by such of these Articles as regulate the proceedings of the Board so far as they are capable of applying.

13 Benefits to Trustees

- 13 1 The income and property of the Charity must only be applied to promote the Objects and, subject to Article 13 2, no part of that income or property may be paid, transferred or applied by way of Benefit to any Trustee (either as a member or charity trustee of the Charity) except

13 1 1 reasonable and proper premiums in respect of indemnity insurance provided in accordance with these Articles,

13 1 2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) properly incurred in the management and administration of the Charity,

13 1 3 an indemnity in accordance with these Articles,

13 1 4 payment to any company in which a Trustee has no more than a 2% shareholding, and

13 1 5 other payments or benefits permitted by charity law or with the prior consent of the Commission,

provided that the Trustees must comply with the provisions of Articles 14, 15 and 16 (declaration of Interests and authorisation of Conflicts of Interest) in relation to any Benefit provided by the Charity to any Trustee pursuant to this Article

- 13 2 The income and property of the Charity must only be applied to promote the Objects and no part of that income or property may be paid, transferred or applied by way of Benefit to any Trustee (either as a member or charity trustee of the Charity) except

13 2 1 interest at a reasonable rate on money lent to the Charity,

13 2 2 a reasonable rent or hiring fee for property let or hired to the Charity,

13 2 3 any Benefit provided to a Trustee in his or her capacity as a beneficiary of the Charity, and

13 2 4 in respect of the provision of goods or services in accordance with Article 13 4,

provided that the Trustees must comply with the provisions of Articles 14, 15 and 16 (declaration of Interests and authorisation of Conflicts of Interest) in relation to any Benefit provided by the Charity to any Trustee pursuant to this Article

- 13 3 For the avoidance of doubt, nothing in this Article 13 shall prevent the Charity, in furtherance of the Objects, from conferring a Benefit on another charity of which a Trustee is a charity trustee or member, provided that it does not confer any Benefit on that Trustee

13 4 Any Trustee may enter into a written contract with the Charity to supply goods or services to the Charity in return for a Benefit but only if

13 4 1 the goods or services are actually required by the Charity,

13 4 2 the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services supplied,

13 4 3 the Trustee has declared his or her Interest in accordance with Article 14 and the Trustees have complied with the procedure in Article 16 4,

13 4 4 no more than half of the Trustees are subject to or affected by such a contract in any financial year (and this provision will apply to a Trustee if this Article 13 4 applies to a person who is Connected to that Trustee), and

13 4 5 the services supplied are not services supplied by the Trustee in his / her capacity as a Trustee, and

13 4 6 the services supplied are not services supplied by the Trustee under a contract of employment,

provided that the Trustees must comply with the provisions of Articles 14, 15 and 16 (declaration of Interests and authorisation of Conflicts of Interest) in relation to any Benefit provided by the Charity to any Trustee pursuant to this Article

13 5 A Trustee or Member shall not receive a Benefit from any Subsidiary Company except in accordance with Article 13 1 or 13 2 (all of which apply as if references to the Charity were references to the Subsidiary Company and references to the Articles were to the articles of association of the Subsidiary Company)

13 6 In this Article, references to a Member or Trustee include references to any person who is Connected to that Member or Trustee

13 7 This Article may not be amended without the prior written consent of the Commission

14 Declaration of Interests

14 1 Every Trustee has a duty to declare to the Trustees the nature and extent of any Interest which he or she (or any Connected Person) has in any proposed or existing transaction or arrangement with the Charity or any situation or matter in relation to the Charity that is, or possibly may be, a Conflict of Interest

14 2 In the case of any proposed transaction or arrangement with the Charity in which a Trustee (or any Connected Person) is Interested, he or she must declare the nature and extent of the Interest to the Trustees before the Charity enters into the transaction or arrangement

14 3 In the case of any existing transaction or arrangement that has been entered into by the Charity or any situation or matter in relation to the Charity in which a Trustee (or any Connected Person) is Interested, he or she must declare the nature and extent of the Interest to the Trustees as soon as is reasonably practicable

14 4 Any declaration must be made in accordance with the provisions of the Act

14 4 1 at a meeting of the Board, or

14 4 2 by notice in writing to the Trustees, or

14 4 3 by general notice to the Trustees

14 5 A Trustee is not required to declare an Interest

14 5 1 where the Trustee is not aware of the Interest (but the Trustee is treated as being aware of matters of which he ought reasonably to be aware), or

14 5 2 where the Trustee is not aware of the transaction or arrangement or situation or matter (but the Trustee is treated as being aware of matters of which he ought reasonably to be aware), or

14 5 3 if, or to the extent that, the other Trustees are already aware of the Interest (or ought reasonably to be aware of the Interest)

14 6 The Charity will maintain a register of all of the Interests declared by the Trustees in accordance with this Article The Trustees may prepare (and from time to time review) a policy in relation to the declaration and management of Conflicts of Interest

15 Conflicts of Interest

15 1 Subject to Articles 15 2 and 16, a Trustee has a duty under the Act to avoid a situation or matter (including a transaction or arrangement with the Charity) in which he or she has, or can have, a Conflict of Interest This duty applies to the exploitation of any property, information or opportunity (and it is immaterial whether the Charity could take advantage of the property, information or opportunity)

15 2 Pursuant to section 181(3) of the Companies Act 2006, the duty referred to in Article 15 1 does not apply to a Conflict of Interest arising in relation to any situation or matter or any transaction or arrangement between

15 2 1 the Charity and any Trustee which is mentioned in Article 13 1 of these Articles,

15 2 2 the Charity and the Trustees of The Sarum College Trust (a charitable trust registered with charity number 309501), or

15 2 3 the Charity and any trust of which the Charity is corporate trustee holding permanent endowment assets for objects which are the same or substantially similar to the Objects

16 Authorisation of Conflicts of Interest

16 1 The Trustees may authorise a transaction or arrangement or situation or matter in which a Trustee (or any person Connected to that Trustee) has, or may have, a Conflict of Interest provided that

16 1 1 the Conflict of Interest will not confer a Benefit on the Trustee or any Connected Person at the expense of the Charity to an extent greater than that permitted by Article 13 of these Articles,

16 1 2 the Trustees act in what they consider to be the best interests of the Charity, and

16 1 3 the Trustees comply with the procedures set out in this Article 16

16 2 Whenever the Trustees must decide whether to give the authorisation in accordance with Article 16 1 the Trustee concerned must

16 2 1 declare the nature and extent of his or her Interest at the beginning of any meeting at which the authorisation is to be discussed (or, at the latest, before such discussion begins),

- 16 2 2 withdraw from that part of the meeting at which the authorisation is to be discussed unless expressly invited to remain in order to provide information,
- 16 2 3 not be counted in the quorum for that part of the meeting during which the authorisation is discussed,
- 16 2 4 withdraw during the vote and have no vote on the authorisation for that part of the meeting, and
- 16 2 5 not sign any written resolution in relation to the authorisation (except where required to do so to confirm a resolution of the other Trustees)
- 16 3 The Trustees may also exclude the relevant Trustee from the receipt of information in relation to the relevant transaction, arrangement, situation or matter
- 16 4 In giving any authorisation in accordance with Article 16 1 in relation to any transaction or arrangement or situation or matter in which a Trustee (or any person Connected to that Trustee) has, or may have, a Conflict of Interest and which will or may confer a Benefit on that Trustee (or Connected Person), the Trustees must provide that the Trustee concerned will
 - 16 4 1 declare the nature and extent of his or her Interest at the beginning of any meeting at which the relevant transaction or arrangement or situation or matter is to be discussed (or, at the latest, before such discussion begins),
 - 16 4 2 withdraw from that part of any meeting at which the relevant transaction or arrangement or situation or matter is to be discussed unless expressly invited to remain in order to provide information,
 - 16 4 3 not be counted in the quorum for that part of any meeting during which the relevant transaction or arrangement or situation or matter is discussed,
 - 16 4 4 withdraw during the vote and have no vote on the relevant transaction or arrangement or situation or matter at the relevant part of any meeting, and
 - 16 4 5 not sign any written resolution in relation to the relevant transaction or arrangement or situation or matter (except where required to do so to confirm a resolution of the other Trustees)
- 16 5 In giving the authorisation under Article 16 1 in relation to a transaction or arrangement or situation or matter in which a Trustee (or any person Connected to a Trustee) has, or may have, a Conflict of Interest which will not confer a Benefit on that Trustee (or Connected Person), the Trustees may (subject to such terms as they may impose from time to time and to their right to vary or terminate such authorisation) determine the manner in which they may be dealt with and, in doing so, the Trustees must consider
 - 16 5 1 whether the nature and extent of the interest in the relevant transaction or arrangement or situation or matter is reasonably likely to give rise to a Conflict of Interest,
 - 16 5 2 whether or not the Trustee should withdraw from that part of any meeting at which the relevant transaction or arrangement or situation or matter is to be discussed unless expressly invited to remain in order to provide information,
 - 16 5 3 whether or not the Trustee should be excluded from the receipt of information in relation to the relevant transaction, arrangement, situation or matter,

16 5 4 whether or not the Trustee should be counted in the quorum for that part of any meeting during which the relevant transaction or arrangement or situation or matter is discussed, and

16 5 5 whether or not the Trustee should withdraw during the vote and have no vote on the relevant transaction or arrangement or situation or matter at the relevant part of any meeting

17 Records and accounts

17 1 The Trustees must comply with the requirements of the Act and of the Charities Act 2011 as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of

17 1 1 annual reports,

17 1 2 annual returns, and

17 1 3 annual statements of account

17 2 The Trustees must keep proper records of

17 2 1 all proceedings at general meetings,

17 2 2 all proceedings at meetings of the Board (including a record of all unanimous or majority decisions taken by the Board for at least ten years from the date of the decision recorded),

17 2 3 all reports of committees, and

17 2 4 all professional advice obtained

17 3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any reasonable time during normal office hours

17 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 of such request

18 Notices

18 1 Notices, documents, resolutions or information under these Articles may be sent or supplied to Trustees by hand, or by post or by suitable electronic means

18 2 A technical defect in the giving of notice of a meeting of which the Trustees are unaware at the time does not invalidate decisions taken at that meeting

18 3 The Charity may deliver a notice or other document to a Member by

18 3 1 delivering it personally to the Member,

18 3 2 post or hand delivery to the Member's address shown in the register of Members,

18 3 3 electronic mail to an address notified by the Member in writing, or

18 3 4 by means of a website in accordance with Articles 18 4 and 18 5

18 4 Notices, resolutions, documents or information may be sent or supplied to Members by means of a website provided that a Member has consented to receive notices, resolutions, documents or information in that way A Member will be deemed to have agreed to receive

notices, resolutions, documents and information in this way where they have been asked individually by the Charity to agree to receive notices, resolutions, documents and information through a website and the Charity has not received a response within the period of 28 days beginning with the date on which the Charity's request was sent. A Member is not taken to have so agreed if the Charity's request did not state clearly what the effect of a failure to respond would be, or was sent less than 12 months after a previous request was made

- 18 5 Where any notice, resolution, document or other information is to be sent or supplied by means of a website, a Member shall be notified in accordance with Articles 18 3 1, 18 3 2 or 18 3 3 of

18 5 1 its presence on the website,

18 5 2 the address of the website,

18 5 3 the place on the website where it may be accessed, and

18 5 4 how to access it

- 18 6 Any notice, resolution, document or other information sent or supplied by means of a website shall be deemed to have been received by the Member when the notice, resolution, document or other information is first made available on the website or, if later, when the Member is deemed to have received the notification given under Article 18 5 in accordance with the relevant provisions of 18 7

- 18 7 Subject to Article 18 6, any notice, resolution, document or other information sent or supplied to Members in accordance with these Articles is to be treated for all purposes as having been received

18 7 1 24 hours after being sent by electronic means or delivered by hand to the relevant address,

18 7 2 two clear days after being sent by first class post to that address,

18 7 3 three clear days after being sent by second class or overseas post to that address,

18 7 4 on being handed to the Member (or, in the case of a member organisation, its authorised representative) personally, or, if earlier

18 7 5 as soon as the Member acknowledges actual receipt

19 Indemnity

- 19 1 The Charity may indemnify any Trustee against any liability incurred by him or her in that capacity, to the extent permitted by the Act

20 Dissolution

- 20 1 If the Charity is dissolved the assets (if any) remaining after provision has been made for all its liabilities must be applied by the Trustees in the following ways

20 1 1 by transfer to one or more other bodies established for exclusively charitable purposes which the Trustees in their absolute discretion consider are within, the same as or similar to the Objects, and (subject thereto)

20 1 2 directly for the Objects or charitable purposes within or similar to the Objects, and (subject thereto)

- 20 1 3 in such other manner consistent with charitable status as the Commission may approve in writing in advance
- 20 2 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 Trustees Investment (Scotland) Act 2005 and / or section 2 of the Charities Act (Northern Ireland) 2008
- 20 3 A final report and statement of account must be sent to the Commission

21 **Model articles**

- 21 1 The model articles for private companies limited by guarantee contained in schedule 2 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) shall not apply to the Charity

22 **Interpretation**

- 22 1 In these Articles

the Act means the Companies Act 2006 and any provisions of the Companies Act 1985 for the time being in force

these Articles means these articles of association

authorised representative means an individual who is authorised in writing by a member organisation to act on its behalf at meetings of the Charity and whose name is given to the Secretary

Benefit means any payment of money or the provision or other application of any other direct or indirect benefit in money or money's worth

Board means the board of trustees of the Charity

Chair means the Chair of the Board appointed in accordance with Article 10 1 2

the Charity means the company governed by these Articles

charity trustee has the meaning prescribed by section 177 of the Charities Act 2011

clear day means 24 hours from midnight following the relevant event

the Commission means the Charity Commission for England and Wales

Conflict of Interest means any Interest of a Trustee (or any person Connected to a Trustee) that conflicts, or may conflict, with the interests of the Charity and includes a conflict of interest and duty and a conflict of duties

Connected Person means any person falling within one of the following categories

- (a) any spouse or civil partner of a Trustee or a Member,
- (b) any parent, child, brother, sister, grandparent or grandchild of a Trustee or Member who is financially dependent on such Trustee or Member or on whom the Trustee or Member is financially dependent,
- (c) the spouse or civil partner of any person in (b),
- (d) any other person in a relationship with a Trustee or Member which may reasonably be regarded as equivalent to that of a spouse or civil partner, or

- (e) any company, LLP or partnership of which a Trustee or Member is a paid director, member, partner or employee or a holder of more than 2% of the share capital or capital, and

any person who is a Connected Person in relation to any Trustee or Member is referred to in these Articles as **Connected** to that Trustee or Member

Co-opted Trustees: is defined in Article 8 3 4

Interest means any direct or indirect interest (and includes any interest a Trustee or any person Connected to a Trustee may have as a consequence of any duty he or she may owe to any other person) and where a Trustee (or any person Connected to a Trustee) has any such interest in any matter or situation or transaction or arrangement the Trustee is **Interested** in it

Member and **Membership** refer to the members of the Charity for the purposes of, and as defined by, the Act and their membership of the Charity

Memorandum means the Charity's memorandum of association

month means calendar month

Secretary means the secretary of the Charity or if no secretary has been appointed, the person to carry out the duties of the secretary of the Charity

Subsidiary Company means any company in which the Charity holds

- (a) more than 50% of the shares, or
- (b) more than 50% of the voting rights attached to the shares, or
- (c) the right to appoint one or more of the directors

taxable trading means carrying on a trade or business in such manner or on such a scale that some or all of the profits are subject to corporation tax

Trustee means each of the directors of the Charity under the Act (and **Trustees** means all of the directors)

written or in writing refers to a legible document on paper (including a fax message) or in electronic form (including an email)

year means calendar year

22 2 Expressions defined in the Act have the same meaning

22 3 References to an Act of Parliament are to the relevant Act as amended or re-enacted from time to time and to any subordinate legislation made under it

Schedule-

Terms of office of Trustees in office on the date of adoption of these Articles

Name	Term of office
Canon Dr Hazel Whitehead	Four years until 30 June 2019
Professor David Sims	Four years until 30 June 2019
The Reverend Rachel Noel	Four years until 30 June 2019
Mr Stephen Lamdin	Three years until 30 June 2018
Mr Anthony Weale	Three years until 30 June 2018
Mr Roy Bentham MBE	Three years until 30 June 2018
The Reverend Dr Andrew Wood	Three years until 30 June 2018
The Very Reverend Alexander Francis Knight	One year until 30 June 2016
The Right Reverend Dr Edward Condry	One year until 30 June 2016
Mr Nicholas Stiven	One year until 30 June 2016