

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY GUARANTEE
WITHOUT SHARE CAPITAL
Company Number: 14769740

ARTICLES OF ASSOCIATION
OF
WILLIAM HENRY SMITH FOUNDATION

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INTERPRETATION

1 INTERPRETATION

1.1 In these Articles, unless the context otherwise requires:

Act: means the Companies Act 2006;

Articles: means the Charity's articles of association for the time being in force;

Business Day: means any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business;

Charities Act: means the Charities Act 2011;

Charity: means the company intended to be regulated by the Articles;

Charity Commission: means the Charity Commission for England and Wales;

Children's Home: means the Boothroyd House residential children's home established by the Charity;

Circulation Date: in relation to a written resolution, has the meaning given to it in the Act;

Clear Days: in relation to a period of notice means a period of days not including the day on which notice was given or deemed to be given and the day for which it is given or on which it is to take effect;

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

- (a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a Trustee;
or
- (b) the spouse or civil partner of any person in (a); or
- (c) any person who carries on business in partnership with a Trustee or with any person in (a) or (b); or
- (d) an institution which is controlled by either a Trustee, any person in (a), (b) or (c), or a Trustee and any person in (a), (b) or (c), taken together;
- (e) a corporate body in which a Trustee or any person in (a), (b) or (c) has a substantial interest, or two or more such persons, taken together, have a substantial interest.

Sections 350 to 352 of the Charities Act apply for the purposes of interpreting the terms used in this Article;

document: includes, unless otherwise specified, any document sent or supplied in electronic form;

Education Acts: means all acts of the UK Parliament relating to children, schools and education in force from time to time;

electronic form and electronic means: have the meaning given to such terms in section 1168 of the Act;

Governing Body: means the governing body of the School;

Governors: means the persons appointed in accordance with the I&As to be the governors of the School;

Head Teacher: means such person as may be appointed by the Trustees as the head teacher, principal, deputy principal or principal designate of the School from time to time;

I&As: means the instruments and articles of government from time to time governing the functioning of the Governing Body and the School;

Member: means a person who is a subscriber to the Memorandum or who is admitted to membership in accordance with the Articles;

Model Articles: means the model articles for private companies limited by guarantee contained in Schedule 2 to the Companies (Model Articles) Regulations 2008 (SI 2008/3229);

Objects: means the objects of the Charity as stated in article 2;

Regulated Alteration: has the meaning given by Article 30.3

Rules: the rules, terms of reference or bye-laws adopted by the Trustees from time to time pursuant to article 26;

School: means the William Henry Smith School established by the Charity;

Special Resolution: has the meaning given in section 283 of the Act;

Trustee: means a director of the Charity. The Trustees are charity trustees as defined in the Charities Act;

United Kingdom: means Great Britain and Northern Ireland; and

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 in electronic form or otherwise.

- 1.2 Unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.
- 1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.4 A reference in these Articles to an **article** is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.5 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:
 - 1.5.1 any subordinate legislation from time to time made under it; and
 - 1.5.2 any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.

- 1.6 Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.7 Words importing the masculine gender only shall include the feminine gender Words importing the singular number only shall include the plural number, and vice versa.
- 1.8 The Model Articles shall not apply to the Charity.

OBJECTS, POWERS AND APPLICATION OF PROPERTY

2 OBJECTS

- 2.1 The Charity's objects are to:
- 2.1.1 promote the education of children who have special educational needs, and in particular but in no way limiting the generality of the foregoing by the provision of a special school within the meaning of the Education Acts; and
- 2.1.2 to relieve the needs of children and young persons requiring assistance who have or have had special educational needs, with preference for pupils and former pupils of the school of the Charity.

3 POWERS

- 3.1 In pursuance of the Objects, but not further or otherwise, the Charity has the power to:
- 3.1.1 carry on and conduct special schools whether as day schools or residential schools or as both, including the School;
- 3.1.2 provide short or long term residential accommodation to children and young people;
- 3.1.3 carry on and conduct children's homes, including the Children's Home;
- 3.1.4 carry on and conduct a college for young people;
- 3.1.5 provide educational facilities, classrooms, offices, board, sustenance, accommodation and facilities to students, teachers and others instructed or employed by the Charity;
- 3.1.6 provide prizes or other suitable rewards or marks of distinction to students;
- 3.1.7 provide bursaries, scholarships and allowances for students;
- 3.1.8 provide facilities, equipment, books and materials;
- 3.1.9 provide educational facilities, resources and support to other educational institutions and charities;
- 3.1.10 subject to article 4.2, make all reasonable and necessary provision for the payment of pensions to staff and their dependents;
- 3.1.11 trade in the course of carrying out the Objects and carry out any other trade which is not expected to give rise to taxable profits;
- 3.1.12 act as trustee of any other charity and to undertake and execute charitable trusts;
- 3.1.13 give or receive guarantees;
- 3.1.14 give or receive indemnities;

- 3.1.15 make social investments;
- 3.1.16 provide advice, training and information and procure the provision of advice and information;
- 3.1.17 carry out research;
- 3.1.18 co-operate with other bodies and exchange information and advice with them;
- 3.1.19 support, administer or set-up other charities, charitable trusts, associations or institutions;
- 3.1.20 accept (or disclaim) any gifts of money, legacy or other property;
- 3.1.21 accept a transfer of any funds, property or assets;
- 3.1.22 raise funds by way of donation or otherwise;
- 3.1.23 borrow or raise money and to charge the whole or any part of the property belonging to the Charity as security for the repayment of the money borrowed or as security or the discharge of any obligation. The Charity must comply with the requirements of the Charities Act if it wishes to mortgage land;
- 3.1.24 give security for loans or other obligations (subject to the restrictions imposed by the Charities Act);
- 3.1.25 acquire or hire property of any kind and maintain, alter, improve, manage, develop, construct, repair or equip it for use;
- 3.1.26 sell, let or otherwise dispose of all or any part of the property of any kind belonging to the Charity (subject to the restrictions imposed by the Charities Act);
- 3.1.27 set aside funds for special purposes or as reserves against future expenditure;
- 3.1.28 deposit or invest its 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);
- 3.1.29 delegate the management of investments to a financial expert, but only on terms that:
 - (a) the investment policy is set down in writing by the Trustees for the financial expert;
 - (b) timely reports of all transactions are provided to the Trustees;
 - (c) the performance of the investments is reviewed regularly with the Trustees;
 - (d) the Trustees are entitled to cancel the delegation arrangement at any time;
 - (e) the investment policy and the delegation arrangement are reviewed at least once a year;
 - (f) 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 Charity on receipt;
 - (g) the financial expert must not do anything outside the powers of the Charity;
- 3.1.30 arrange for the investments or other property of the Charity to be held in the name of a nominee company under the direction of the Trustees or controlled by a financial expert acting on their instructions, and to pay any reasonable fee required;

- 3.1.31 deposit documents and physical assets with any company registered or having a place of business in England and Wales as custodian, and to pay any reasonable fee required;
- 3.1.32 insure the property of the Charity against any foreseeable risk and take out such insurance policies to protect the Charity where required;
- 3.1.33 subject to article 4.2, to employ, engage and remunerate staff, agents or advisers;
- 3.1.34 provide indemnity insurance for the Trustees or any other officer in accordance with and subject to the conditions in section 189 of the Charities Act;
- 3.1.35 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issues and execute promissory notes, bills of exchange, cheques and other instruments;
- 3.1.36 enter into contracts to provide services to or on behalf of other bodies;
- 3.1.37 establish or acquire companies to carry on any trade;
- 3.1.38 acquire, amalgamate, merge with or enter into any partnership or joint venture arrangement with any other charity with objects similar to any or all of the Objects;
- 3.1.39 do anything else lawful which promotes or helps to promote the Objects.

4 APPLICATION OF INCOME AND PROPERTY

- 4.1 The income and property of the Charity shall only be applied to promote the Objects.
- 4.2 Except as provided below, no part of the income or property of the Charity may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any Member of the Charity. This shall not prevent any payment in good faith by the Charity of:
 - 4.2.1 a benefit to any Member in the capacity of a beneficiary of the Charity;
 - 4.2.2 reasonable and proper remuneration to any Member for any goods or services supplied to the Charity, provided that article 5 applies if such a Member is a Trustee;
 - 4.2.3 interest on money lent by a Member to the Charity at a reasonable and proper rate, which must not be greater than the Bank of England base interest rate;
 - 4.2.4 reasonable and proper rent for premises demised or let by a Member to the Charity; and
 - 4.2.5 any payment to a Member who is also a Trustee which is permitted under article 5.

5 BENEFITS AND PAYMENTS TO TRUSTEES AND CONNECTED PERSONS

- 5.1 A Trustee:
 - 5.1.1 is entitled to be reimbursed reasonable out-of-pocket expenses properly incurred when acting on behalf of the Charity;
 - 5.1.2 may benefit from trustee indemnity insurance purchased by the Charity in accordance with section 189 of the Charities Act;
 - 5.1.3 may receive payment under an indemnity from the Charity in the circumstances set out in article 35;
 - 5.1.4 may not receive any other benefit or payment from the Charity unless it is authorised by this article 5.

- 5.2 Unless the benefit or payment is permitted under article 5.3, no Trustee (including a Member who is also a Trustee) or Connected Person may:
- 5.2.1 buy any goods or services from the Charity on terms preferential to those applicable to members of the public;
 - 5.2.2 sell goods, services, or any interest in land to the Charity;
 - 5.2.3 be employed by, or receive any remuneration from the Charity; or
 - 5.2.4 receive any other financial benefit from the Charity.
- 5.3 A Trustee or a Connected Person may:
- 5.3.1 receive a benefit from the Charity in the capacity of a beneficiary of the Charity provided that a majority of the Trustees do not benefit in this way;
 - 5.3.2 be employed by the Charity or enter into a contract for the supply of services, or of goods that are supplied in connection with the provision of services, to the Charity where that is permitted in accordance with, and subject to the conditions in, sections 185 and 186 of the Charities Act;
 - 5.3.3 subject to article 5.4, enter into a contract for the supply of goods to the Charity that are not supplied in connection with services provided to the Charity by the Trustee or Connected Person;
 - 5.3.4 receive reasonable and proper rent for premises let to the Charity;
 - 5.3.5 receive interest at a reasonable and proper rate on money lent to the Charity;
 - 5.3.6 take part in the normal trading and fund-raising activities of the Charity on the same terms as members of the public; and
 - 5.3.7 receive or retain any payment or benefit for which prior written authorisation has been obtained from the Charity Commission.
- 5.4 The Charity and its Trustees may only rely on the authority provided by article 5.3.3 if each of the following conditions is satisfied:
- 5.4.1 the amount or maximum amount of the payment for the goods:
 - (a) is set out in an agreement in writing between the Charity and the Trustee or Connected Person supplying the goods (the **Supplier**) under which the Supplier is to supply the goods in question to the Charity;
 - (b) does not exceed what is reasonable in the circumstances for the supply of the goods in question;
 - 5.4.2 the other Trustees are satisfied that it is in the best interests of the Charity to contract with the Supplier rather than someone who is not a Trustee or Connected Person. In reaching that decision, which must be recorded in the minutes of the meeting, the Trustees must balance the advantages of contracting with a Trustee against the disadvantages of doing so;
 - 5.4.3 the Supplier:
 - (a) is absent from the part of the meeting at which there is discussion of

- (i) the proposal to enter into or amend a contract or arrangement with regard to the supply of goods to the Charity by the Supplier;
 - (ii) the Supplier's employment or remuneration or any matter concerning the Supplier's employment or service contract;
 - (iii) the Supplier's performance in the employment or her or her performance of the contract;
 - (iv) any proposal to enter into any other contract with the Supplier or to confer on the Supplier any benefit that would be permitted under article 5.3;
 - (v) any other matter relating to a payment or conferring any benefit permitted under article 5.3;
- (b) does not vote on any such matter and is not counted when calculating whether a quorum of Trustees is present at the meeting; and

5.4.4 a majority of the Trustees then in office are not in receipt of remuneration or payments authorised by article 5.

5.5 In article 5.3 and article 5.4, the "Charity" includes any company in which the Charity:

5.5.1 holds more than 50% of the shares; or

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

5.5.3 has the right to appoint one or more Trustees to the company.

5.6 A Trustee's duty under the Act to avoid a conflict of interest with the Charity does not apply to any transaction authorised by this article 5.

6 WINDING UP

6.1 On the winding up or dissolution of the Charity, after provision has been made for all its debts and liabilities, any assets or property that remain (the **Charity's remaining assets**) shall not be paid or distributed to the Members but shall be applied or transferred:

6.1.1 directly for one or more of the Objects;

6.1.2 to any charity or charities for purposes similar to the Objects; or

6.1.3 to any charity or charities for particular purposes falling within the Objects.

6.2 The decision on who is to benefit from the Charity's remaining assets, pursuant to article 6.1, may be made by resolution of the Members at or before the time of winding up or dissolution and, subject to any such resolution of the Members, may be made by resolution of the Trustees at or before the time of winding up or dissolution.

6.3 In the event that no resolution is passed by the Members or by the Trustees in accordance with this Article, the Charity's remaining assets shall be applied for charitable purposes as directed by the court or the Charity Commission.

MEMBERSHIP

7 LIABILITY OF MEMBERS

7.1 The liability of each Member is limited to £1, being the amount that each Member undertakes to contribute to the assets of the Charity in the event of its being wound up while he or she is a Member or within one year after he or she ceases to be a Member, for:

7.1.1 payment of the Charity's debts and liabilities contracted before he or she ceases to be a Member,

7.1.2 payment of the costs, charges and expenses of the winding up, and

7.1.3 adjustment of the rights of the contributories among themselves.

8 MEMBERS

8.1 The Trustees from time to time shall be the only Members. A Trustee shall become a Member on becoming a Trustee.

8.2 The Charity shall maintain a register of Members and any person ceasing to be a Member shall be removed from the Register.

8.3 Membership is not transferable.

9 TERMINATION OF MEMBERSHIP

9.1 A Member shall cease to be a Member if he or she:

9.1.1 cease to be a Trustee; or

9.1.2 die.

10 GENERAL MEETINGS OF MEMBERS

10.1 A general meeting may be called at any time by the Trustees and must be called within 21 days of a written request from at least 5% of the Members in accordance with the Act to be held on a date not more than 28 days after the date of the notice.

10.2 Any request from the Members for a general meeting:

10.2.1 must state the general nature of the business to be dealt with at the meeting and be authenticated by the Member(s) making the request.

10.2.2 may include particulars of a resolution that may properly be proposed, and is intended to be proposed, at the meeting.

10.3 A resolution may only properly be proposed if it is lawful, and is not defamatory, frivolous or vexatious.

10.4 If the Trustees fail to comply with this obligation to call a general meeting at the request of its Members, then the Members who requested the meeting may themselves call a general meeting.

10.5 General meetings shall be called on at least 14 Clear Days' notice in accordance with the Act and proceedings at a general meeting shall not be invalidated because a person entitled to receive notice of the meeting did not receive it due to an accidental omission by the Charity.

10.6 The notice of any general meeting must:

10.6.1 state the time and date of the meeting;

- 10.6.2 give the address at which the meeting is to take place (and/or details of how to join the meeting electronically);
- 10.6.3 state the general nature of the business to be dealt with at the meeting
- 10.6.4 give particulars of any resolution which is to be moved at the meeting, and of the general nature of any other business to be dealt with at the meeting; and
- 10.6.5 if a proposal to alter the constitution of the Charity is to be considered at the meeting, include the text of the proposed alteration.

11 PROCEEDINGS AT GENERAL MEETINGS

- 11.1 No business shall be transacted at any general meeting unless a quorum is present. A quorum is 50% of the total number of the Members from time to time rounded up to the nearest whole number, subject to the quorum never being less than two. Members who are present in person or by proxy or through their duly authorised representatives and who are entitled to vote on the business to be conducted at the meeting.
- 11.2 A Member is entitled to appoint another person as his or her proxy, in accordance with the Act, to exercise all or any of their rights to attend and to speak and vote at a meeting of the Charity.
- 11.3 The chair of Trustees shall chair general meetings of the Charity or, if he or she is absent, the vice-chair of Trustees shall act as chair. If neither the chair nor the vice-chair of Trustees is present within 15 minutes of the time appointed for the meeting, a Trustee elected by the Trustees present shall chair the meeting.
- 11.4 A vote on a resolution proposed at a meeting shall be decided by a show of hands unless before, or on the declaration of the result of, the show of hands a poll is demanded.
- 11.5 On a show of hands or on a poll, every Member, whether an individual or an organisation, shall have one vote.
- 11.6 A declaration by the person chairing the meeting that a resolution has been:
 - 11.6.1 carried;
 - 11.6.2 carried unanimously, or by a particular majority;
 - 11.6.3 not carried; or
 - 11.6.4 not carried by a particular majority, andan entry to that effect in the minutes of the general meeting, shall be conclusive evidence of the fact without proof of the number or proportion of votes in favour of or against the resolution.
- 11.7 Any objection to the qualification of any voter must be raised 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 such objection must be referred to the chair of the meeting whose decision is final.
- 11.8 Unless a poll is demanded, the declaration of the chair of the result of the vote and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact and the number or proportion of votes cast in favour or against need not be recorded.

12 WRITTEN RESOLUTIONS

- 12.1 Subject to article 12.4, a written resolution of the Members passed in accordance with this article 12 shall have effect as if passed by the Members in a general meeting. A written resolution is passed:

- 12.1.1 as an ordinary resolution if it is passed by a simple majority of the eligible Members signifying their agreement to it; or
 - 12.1.2 as a Special Resolution if it is passed by Members representing not less than 75% of the eligible Members signifying their agreement to it. A written resolution is not a Special Resolution unless it states that it was proposed as a Special Resolution.
- 12.2 Where a resolution is proposed as a written resolution of the Charity, the eligible Members are the Members who would have been entitled to vote on the resolution on the Circulation Date of the resolution.
- 12.3 Any resolution of the Members for which the Act does not specify whether it is to be passed as an ordinary resolution or as a Special Resolution, shall be passed as an ordinary resolution.
- 12.4 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 as a written resolution.
- 12.5 A copy of the written resolution must be sent to every Member together with a statement informing the Member how to signify agreement to the resolution and the date by which the resolution must be passed if it is not to lapse.
- 12.6 A Member signifies his or her agreement to a proposed written resolution when the Charity receives from them (or from someone acting on his or her behalf) an authenticated document identifying the resolution to which it relates and indicating the Member's agreement to the resolution. A Member's agreement to a proposed written resolution, once signified, cannot be revoked. For these purposes:
- 12.6.1 if the document is sent to the Charity in hard copy form, it is authenticated if it bears the signature of the person sending it;
 - 12.6.2 if the document is sent to the Charity in electronic form, it is authenticated if the identity of the sender is confirmed in a manner specified by the Charity or, where no such manner has been specified by the Charity, if it is accompanied by a statement of the identity of the sender and the Charity has no reason to doubt the truth of that statement.
- 12.7 A proposed written resolution shall lapse if it is not passed within 28 days beginning with the Circulation Date.
- 12.8 Communications in relation to written resolutions shall be sent to the Charity's auditors in accordance with the Act.
- 12.9 The Members may require the Charity to circulate a resolution that may properly be moved and is proposed to be moved as a written resolution in accordance with sections 292 and 293 of the Act.

TRUSTEES APPOINTMENT, RETIREMENT AND POWERS

13 TRUSTEES

- 13.1 Unless otherwise determined by an ordinary resolution, the number of Trustees shall be subject to a maximum of 10 Trustees but shall not be less than three Trustees.
- 13.2 The first Trustees shall be those persons whose names are notified to Companies House as the first Trustees on incorporation.
- 13.3 A Trustee may not appoint an alternate Trustee or anyone to act on their behalf at meetings of the Trustees.

14 POWERS OF TRUSTEES

- 14.1 Subject to the provisions of the Act, these Articles and any Special Resolution, the Trustees shall be responsible for the management of the Charity's business and may exercise all the powers of the Charity for that purpose.
- 14.2 No alteration of the Articles or any Special Resolution shall invalidate any prior act of the Trustees.
- 14.3 A meeting of the Trustees at which a quorum is present may exercise all the powers exercisable by the Trustees.

15 APPOINTMENT OF TRUSTEES

- 15.1 Any person who is willing to act as a Trustee, and who is permitted by law to do so, may be:
- 15.1.1 appointed to be a Trustee by resolution of the Trustees; or
 - 15.1.2 appointed by the Trustees.
- 15.2 Where a maximum number of Trustees has been fixed, the appointment of a Trustee must not cause that number to be exceeded.

16 RETIREMENT OF TRUSTEES

- 16.1 The usual term of office for a Trustee shall be five years, at the end of which he or she shall retire. Subject to article 16.2, a Trustee shall be eligible for reappointment by the Trustees for up to a further term of five years.
- 16.2 No Trustee shall serve for more than twelve consecutive years, unless the Trustees consider it would be in the best interests of the Charity for a particular Trustee to continue to serve beyond that period and that Trustee is reappointed in accordance with the Articles.

17 DISQUALIFICATION AND REMOVAL OF TRUSTEES

- 17.1 A Trustee shall cease to hold office if he or she:
- 17.1.1 is removed by ordinary resolution of the Charity pursuant to the Act;
 - 17.1.2 ceases to be a Trustee by virtue of any provision in the Act or are prohibited by law from being a Trustee;
 - 17.1.3 is disqualified from acting as a charity trustee by virtue of the Charities Act;
 - 17.1.4 ceases to be a Member of the Charity;
 - 17.1.5 has a bankruptcy order made against them or a composition is made with their creditors generally in satisfaction of their debts;
 - 17.1.6 in the written opinion of a registered medical practitioner who is treating the Trustee, have become physically or mentally incapable of acting as a Trustee and may remain so for more than three months;
 - 17.1.7 resigns by at least one month's written notice to the Charity, provided that at least three Trustees will remain in office once the resignation takes effect;
 - 17.1.8 is absent from all the meetings of the Trustees held within a period of six consecutive months, without the permission of the Trustees, and the Trustees resolve that his or her office be vacated; or

- 17.1.9 are removed from office by a resolution of the Trustees that it is in the best interests of the Charity that their office be vacated passed at a meeting at which at least half of the Trustees are present. Such a resolution must not be passed unless:
- (a) the Trustee has been given at least 14 Clear Days' notice in writing of the meeting of the Trustees at which the resolution will be proposed and the reasons why it will be proposed; and
 - (b) the Trustee has been given a reasonable opportunity to make representations to the meeting either in person or in writing. The other Trustees must consider any representations made by the Trustee (or the Trustee's representative) and inform the Trustee of their decision following such consideration. There shall be no right of appeal from a decision of the Trustees to terminate the Trusteeship of a Trustee.

DECISION-MAKING BY TRUSTEES

18 PROCEEDINGS OF TRUSTEES

- 18.1 The general rule about decision-making by Trustees is that any decision of the Trustees must be either:
- 18.1.1 a majority decision at a meeting; or
 - 18.1.2 a written resolution taken in accordance with article 24.
- 18.2 Subject to the provisions of the Articles, the Trustees may regulate their proceedings as they think fit.
- 18.3 The Trustees shall meet at least two times a year.
- 18.4 Acts done by a meeting of the Trustees or of a committee or by a person acting as a Trustee shall not be invalidated by the subsequent realisation that:
- 18.4.1 the appointment of any such Trustee or person acting as a Trustee was defective; or
 - 18.4.2 any or all of them were disqualified; or
 - 18.4.3 any or all of them were not entitled to vote on the matter.

19 CALLING A TRUSTEES' MEETING

- 19.1 Any Trustee may call a meeting of the Trustees by giving notice of the meeting to the Trustees or by authorising the company secretary (if any) to give such notice.
- 19.2 A Trustee meeting must be called by at 5 Business Days' notice unless either:
- 19.2.1 the Trustees unanimously agree otherwise; or
 - 19.2.2 urgent circumstances require shorter notice.
- 19.3 Notice of a meeting of the Trustees must be given to each Trustee, but need not be in writing. The notice must specify:
- 19.3.1 the time, date and place of the meeting (and/or details of how to join the meeting electronically);
 - 19.3.2 the general particulars of the business to be considered at the meeting; and
 - 19.3.3 if it is anticipated that the 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.

- 19.4 Unless the Trustee meeting has been convened on short notice or in urgent circumstances, all papers for the Trustee meeting shall be distributed at least five Business Days prior to the Board meeting.

20 PARTICIPATION IN TRUSTEES' MEETINGS

- 20.1 Any Trustee may participate in a meeting of the Trustees in person or by means of video conference, telephone or any suitable electronic means agreed by the Trustees. Subject to these Articles, Trustees participate in a Trustee meeting, or part of a Trustee meeting, when:
- 20.1.1 the meeting has been called and takes place in accordance with these Articles;
 - 20.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting; and
 - 20.1.3 the eligible Trustees can exercise their right to vote on a resolution put to the vote at the meeting and their vote can be taken into account in determining the outcome of the resolution at the same time as the votes of those others in attendance at the meeting.
- 20.2 In determining whether Trustees are participating in a Trustee meeting, it is irrelevant where any Trustee is or how they communicate with each other.
- 20.3 If all 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.

21 QUORUM FOR TRUSTEES' MEETINGS

- 21.1 The quorum for Trustees' meetings shall be 50% of the total number of the Trustees from time to time rounded up to the nearest whole number, subject to the quorum never being less than two.
- 21.2 At a Trustees' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 21.3 If the total number of Trustees for the time being is less than the quorum required for decision-making by the Trustees, the Trustees shall not take any decision other than a decision to appoint further Trustees.

22 CHAIRING TRUSTEES' MEETINGS

- 22.1 The Trustees shall appoint one of their number as chair of Trustees and may determine the length of term for which the chair of Trustees is to serve in that office, although that term may be renewed or extended. On the same basis, the Trustees may also appoint one of their number as vice-chair of Trustees.
- 22.2 If at any meeting of the Trustees neither the chair nor vice-chair of Trustees, if any, is participating in the meeting within ten minutes of the time at which it was to start, the participating Trustees must appoint one of themselves to chair the meeting.

23 DECISION-MAKING BY TRUSTEES

- 23.1 The general rule about decision-making by Trustees is that any decision of the Trustees must be either a majority decision at a meeting or a decision taken in accordance with article 24.
- 23.2 Each Trustee has one vote on each matter to be decided, except for the chair of the meeting who, in the event of an equality of votes, shall have a second or casting vote (unless, in accordance with the Articles, the chair of the meeting is not to be counted as participating in the decision-making process for quorum or voting purposes).

24 WRITTEN RESOLUTIONS OF TRUSTEES

- 24.1 A decision of the Trustees is taken in accordance with this Article when a simple majority of all eligible Trustees indicate to each other by any means that they share a common view on a matter.
- 24.2 Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible Trustee or to which each eligible Trustee has otherwise indicated agreement in writing.
- 24.3 References in this Article to eligible Trustees are to Trustees who would have been entitled to vote on the matter had it been proposed as a resolution at a Trustees' meeting.
- 24.4 A decision may not be taken in accordance with this article if the eligible Trustees would not have formed a quorum at such a meeting.

25 DELEGATION BY TRUSTEES

- 25.1 The Trustees may delegate, on such terms of reference as they think fit, any of their powers or functions to any committee comprising two or more persons.
- 25.2 The Trustees may delegate the implementation of their decisions or day-to-day management of the affairs of the Charity to any person or committee, which, unless otherwise determined by the Trustees, shall in the case of:
- 25.2.1 the School be delegated to the Governing Body and the Head Teacher in accordance with the I&As;
 - 25.2.2 the Children's Home be delegated to the responsible individual and the registered manager;
 - 25.2.3 the College be delegated to the Governing Body and the Principal in accordance with the I&As.
- 25.3 The I&As for the School and the terms of reference of a committee may include conditions imposed by the Trustees, including that:
- 25.3.1 the relevant powers are to be exercised exclusively by the committee to whom the Trustees delegate; and
 - 25.3.2 no expenditure or liability may be incurred on behalf of the Charity except where approved by the Trustees or in accordance with a budget previously agreed by the Trustees.
- 25.4 Persons who are not Directors may be appointed as members of a committee, subject to the approval of the Directors.
- 25.5 Every committee shall act in accordance with the terms of reference on which powers or functions are delegated to it and, subject to that, committees shall follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by Trustees.
- 25.6 The terms of any delegation to a committee shall be recorded in the minute book.
- 25.7 The Trustees shall from time to time review the arrangements which they have made for the delegation of their powers and they may revoke or alter a delegation.
- 25.8 All acts and proceedings of any committee shall be fully and promptly reported to the Directors.

26 RULES

- 26.1 The Trustees may from time to time make such reasonable and proper rules, terms of reference or bye laws as they may deem necessary or expedient for the proper conduct and management of the Charity, but such rules or terms of reference or bye laws must not be inconsistent with any provision

of these Articles. Copies of any such rules, terms of reference or bye laws currently in force must be made available to any Member on request.

27 CONDUCT OF SCHOOL

27.1 The School & Sixth Form and College shall be conducted in accordance with these Articles, the I&As and such other Rules as the Trustees and the Governors (as applicable) shall from time to time determine for the better governance of the School.

28 CONFLICTS OF INTEREST

28.1 A Trustee must declare the nature and extent of any interest, direct or indirect, which he or she have 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.

28.2 A Trustee must absent himself or herself from any discussions of the Trustees in which it is possible that a conflict will arise between their duty to act solely in the interests of the Charity and any personal interest (including but not limited to any personal financial interest).

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

28.3.1 the conflicted Trustee is absent from the part of the meeting at which there is discussion of any arrangement or transaction affecting that other organisation or person;

28.3.2 the conflicted Trustee does not vote on any such matter and is not to be counted when considering whether a quorum of Trustees is present at the meeting; and

28.3.3 the unconflicted Trustees consider it is in the interests of the charity to authorise the conflict of interests in the circumstances applying.

In this article 28.3 a conflict of interests arising because of a duty of loyalty owed to another organisation or person only refers to such a conflict which does not involve a direct or indirect benefit of any nature to a Trustee or to a connected person.

29 SECRETARY

29.1 The Trustees may appoint any person who is willing to act as the secretary for such term at such remuneration and on such conditions as the Trustees think fit. From time to time the Trustees may decide to remove such person and to appoint a replacement.

29.2 A secretary who is also a Trustee may not be remunerated, otherwise than as permitted by these Articles.

ADMINISTRATIVE ARRANGEMENTS

30 AMENDMENTS

30.1 Subject to obtaining any necessary consent from the Charity Commission for Regulated Alterations, the Members may amend the Articles by Special Resolution.

30.2 Any Regulated Alteration by a charitable company requires the prior written consent of the Commission, and is ineffective if such consent has not been obtained.

30.3 The following are **Regulated Alterations**:

30.3.1 an amendment of the Articles adding, removing or altering a statement of the Charity's objects (i.e. Article 2);

- 30.3.2 any alteration of any provision of the Articles directing the application of property of the company on its dissolution (i.e. Articles 4 and 6, and
- 30.3.3 any alteration of any provision of the Articles where the alteration would provide authorisation for any benefit to be obtained by Trustees or Members or persons connected with them (i.e. Article 5).

31 CHANGE OF COMPANY NAME

31.1 The name of the Company may be changed by:

- 31.1.1 decision of the Trustees; or
 - 31.1.2 a Special Resolution of the Members,
- or otherwise in accordance with the Act.

32 MINUTES

32.1 The Trustees shall cause the Charity to keep the following records in writing and in permanent form:

- 32.1.1 minutes of proceedings at general meetings;
- 32.1.2 minutes of meetings of the Trustees and of committees of the Trustees, including the names of the Trustees present at each such meeting;
- 32.1.3 copies of resolutions of the Charity and of the Trustees, including those passed otherwise than at general meetings or at meetings of the Trustees; and
- 32.1.4 particulars of appointments of officers made by the Trustees.

33 RECORDS AND ACCOUNTS

33.1 The Trustees shall comply with the requirements of the Act and the Charities Act as to maintaining a Members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commission of:

- 33.1.1 annual reports;
- 33.1.2 annual returns; and
- 33.1.3 annual statements of account.

33.2 Accounting records relating to the Charity must be made available for inspection by any Trustees at any reasonable time during normal office hours.

34 COMMUNICATIONS

34.1 Subject to these Articles, anything sent or supplied by or to the Charity under the Articles may be sent or supplied in any way in which the Act provides for documents or information which are authorised or required by any provision of the Act to be sent or supplied by or to the Charity.

34.2 Subject to these Articles, any notice or document to be sent or supplied to a Trustee in connection with the taking of decisions by Trustees may also be sent or supplied by the means by which that Trustee has asked to be sent or supplied with such notices or documents for the time being.

34.3 Any notice to be given to or by any person pursuant to these Articles:

- 34.3.1 must be in writing; or

- 34.3.2 must be given in electronic form.
- 34.4 The Charity may give any notice to the Members either:
- 34.4.1 personally;
 - 34.4.2 by sending it by post in a prepaid envelope addressed to the Member at its address;
 - 34.4.3 by leaving it at the address of the Member;
 - 34.4.4 by giving it in electronic form to the Member's address; or
 - 34.4.5 by placing the notice on a website and providing the person with a notification in writing or in electronic form of the presence of the notice on the website. The notification must state that it concerns a notice of a company meeting and must specify the place date and time of the meeting.
- 34.5 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given.
- 34.6 Proof that an electronic form of notice was given shall be conclusive where the Company can demonstrate that it was properly addressed and sent, in accordance with section 1147 of the Act.
- 34.7 In accordance with section 1147 of the Act notice shall be deemed to be given:
- 34.7.1 48 hours after the envelope containing it was posted; or
 - 34.7.2 in the case of an electronic form of communication, 48 hours after it was sent.
- 34.8 Subject to the Articles, any notice or document to be sent or supplied to a Trustee in connection with the taking of decisions by Trustees may also be sent or supplied by the means by which that Trustee has asked to be sent or supplied with such notices or documents for the time being.
- 34.9 A Trustee may agree with the Charity that notices or documents sent to that Trustee in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

35 INDEMNITY

- 35.1 The Charity shall indemnify any Trustee or former Trustee of the Charity in relation to any liability he or she incurs or incurred in that capacity, to the extent permitted by sections 232 to 234 of the Act.

36 DISPUTES

If a dispute arises between Members about the validity or propriety of anything done by the Members under these Articles, and the dispute cannot be resolved by agreement, the parties to the dispute must first try in good faith to settle the dispute by mediation before resorting to litigation.

37 DISSOLUTION

- 37.1 The Members of the Charity may at any time before, and in expectation of, its dissolution resolve that any net assets of the Charity after all its debts and liabilities have been paid, or provision has been made for them, shall on or before the dissolution of the Charity be applied or transferred in any of the following ways:
- 37.1.1 directly for the Objects; or
 - 37.1.2 by transfer to any charity or charities for purposes similar to the Objects; or

- 37.1.3 to any charity or charities for use for particular purposes that fall within the Objects.
- 37.2 Subject to any such resolution of the Members of the Charity, the Trustees may at any time before and in expectation of its dissolution resolve that any net assets of the Charity after all its debts and liabilities have been paid, or provision made for them, shall on or before dissolution of the Charity be applied or transferred:
 - 37.2.1 directly for the Objects; or
 - 37.2.2 by transfer to any charity or charities for purposes similar to the Objects; or
 - 37.2.3 to any charity or charities for use for particular purposes that fall within the Objects.
- 37.3 In no circumstances shall the net assets of the Charity be paid to or distributed among the Members of the Charity (except to a member that is itself a charity) and if no resolution in accordance with article 37.1 is passed by the Members or the Trustees the net assets of the Charity shall be applied for charitable purposes as directed by the Court or the Commission.