

FILE COPY



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

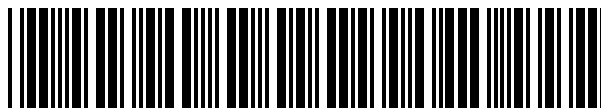
Company Number **16040823**

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

INDIE EDUCATION

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

Given at Companies House, Cardiff, on **25th October 2024**



N16040823B



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**



Application to register a company



Received for filing on the: 15/10/2024

ADDSGTYY

Company Name in full: **INDIE EDUCATION**

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

Company Type: **Private company limited by guarantee**

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

Proposed Registered Office Address: **VIEW HOUSE 17 MIDDLE STREET
FOXTON
LEICESTERSHIRE
LE16 7RE**

Sic Codes: **85310
85320
85410
85200**

Principal activity description: **General secondary education
Technical and vocational secondary education
Post-secondary non-tertiary education
Primary education**

I wish to adopt entirely bespoke model articles.

Company Director *1*

Date of Birth: ****/12/1969** *Nationality:* **BRITISH**
Occupation: **CEO**

Image generated from data provided on a paper filing for company number: 16040823

Company Director 2

Type: **Person**
Full Forename(s): **KAREN LEANNE**
Surname: **KNIGHT**
Service Address: **63 HIGH STREET
WODONGA
VICTORIA
AUSTRALIA 3690**
Country/State Usually Resident: **AUSTRALIA**

Date of Birth: ****/07/1981** Nationality: **AUSTRALIAN**
Occupation: **DCEO**

The subscribers confirm that the person named has consented to act as a director.

Company Director 3

Type: **Person**
Full Forename(s): **HARRY**
Surname: **FOWLER**
Service Address: **63 HIGH STREET
WODONGA
VICTORIA
AUSTRALIA 3690**
Country/State Usually Resident: **ENGLAND**

Date of Birth: ****/05/1956** Nationality: **BRITISH**
Occupation: **NONE**

The subscribers confirm that the person named has consented to act as a director.

Company Director 4

Type: **Person**
Full Forename(s): **PAUL SEAN**
Surname: **STONE**
Service Address: **3 GILMOUR CLOSE
LEICESTER
ENGLAND LE4 1EZ**
Country/State Usually Resident: **ENGLAND**

Date of Birth: ****/09/1972** Nationality: **BRITISH**
Occupation: **CEO**

The subscribers confirm that the person named has consented to act as a director.

Company Director 5

Type: **Person**
Full Forename(s): **STEVEN NEIL**
Surname: **ORTON**
Service Address: **3 GILMOUR CLOSE
LEICESTER
ENGLAND LE4 1EZ**
Country/State Usually Resident: **ENGLAND**

Date of Birth: ****/05/1986** Nationality: **BRITISH**
Occupation: **ACCOUNTANT**

The subscribers confirm that the person named has consented to act as a director.

Persons with Significant Control (PSC)

Statement of initial significant control

On incorporation, there will be someone who will count as a Person with Significant Control (either a registerable person or relevant legal entity (RLE)) in relation to the company

Individual Person with Significant Control details

Names: **RODNEY STEVEN WANGMAN**

Country/State Usually Resident: **AUSTRALIA**

Date of Birth: ****/01/1960** *Nationality:* **AUSTRALIAN**

Service Address: **63 HIGH STREET
WODONGA
VICTORIA
AUSTRALIA
3690**

The subscribers confirm that each person named as an individual PSC in this application knows that their particulars are being supplied as part of this application.

Nature of control

The person holds, directly or indirectly, more than 25% but not more than 50% of the voting rights in the company.

Individual Person with Significant Control details

Names: **CHRISTOPHER MICHAEL BRUCE**

Country/State Usually Resident: **ENGLAND**

Date of Birth: ****/12/1969** *Nationality:* **BRITISH**

Service Address: **VIEW HOUSE 17 MIDDLE STREET
FOXTON
LEICESTERSHIRE
LE16 7RE**

The subscribers confirm that each person named as an individual PSC in this application knows that their particulars are being supplied as part of this application.

Nature of control

The person holds, directly or indirectly, more than 25% but not more than 50% of the voting rights in the company.

Individual Person with Significant Control details

Names: **JARROD DAVID CLARKE**

Country/State Usually Resident: **AUSTRALIA**

Date of Birth: ****/10/1988** *Nationality:* **AUSTRALIAN**

Service Address: **63 HIGH STREET
WODONGA
VICTORIA
AUSTRALIA
3690**

The subscribers confirm that each person named as an individual PSC in this application knows that their particulars are being supplied as part of this application.

Nature of control

The person holds, directly or indirectly, more than 25% but not more than 50% of the voting rights in the company.

Election to keep information on the public register

The subscribers have elected to keep Register of Members information on the public register

Statement of Guarantee

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

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

Name: **RODNEY STEVEN WANGMAN**

Address **63 HIGH STREET
WODONGA
VICTORIA
AUSTRALIA
3690**

Amount Guaranteed **10**

Name: **CHRISTOPHER MICHAEL BRUCE**

Address **VIEW HOUSE 17 MIDDLE STREET
FOXTON
LEICESTERSHIRE
LE16 7RE**

Amount Guaranteed **10**

Name: **JARROD CLARKE**

Address **63 HIGH STREET
WODONGA
VICTORIA
AUSTRALIA
3690**

Amount Guaranteed **10**

Lawful Purpose Statement

The subscribers confirm that the company has been formed for lawful purposes.

Statement of Compliance

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

<i>Name:</i>	RODNEY STEVEN WANGMAN
<i>Authenticated</i>	YES
<i>Name:</i>	CHRISTOPHER MICHAEL BRUCE
<i>Authenticated</i>	YES
<i>Name:</i>	JARROD CLARKE
<i>Authenticated</i>	YES

Authorisation

<i>Authoriser Designation:</i>	subscriber	<i>Authenticated</i>	YES
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Statement of Compliance

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

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

Agent's Name: **CIARA HEANEY**

Agent's Address: **SANDBROOK HOUSE SANDBROOK PARK
ROCHDALE
ENGLAND**

Authorisation

Authoriser Designation: **agent** *Authenticated* **YES**

COMPANY NOT HAVING A SHARE CAPITAL

Memorandum of association of Indie Education

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

<i>Name of each subscriber</i>	<i>Authentication by each subscriber</i>
Rodney Steven Wangman	<u>Rodney Steven Wangman</u> Rodney Steven Wangman (Sep 26, 2024 08:27 GMT+10)
Christopher Michael Bruce	<u>CM</u> Christopher Michael Bruce (Sep 26, 2024 08:15 GMT+11)
Jarrold Clarke	<u>Jarrold Clarke</u> Jarrold Clarke (Sep 27, 2024 10:39 GMT+10)

Dated: 27/09/2024

ARTICLES OF ASSOCIATION
OF
INDIE EDUCATION

ARTICLES OF ASSOCIATION

OF

INDIE EDUCATION

PRIVATE COMPANY LIMITED BY GUARANTEE

1 INTERPRETATION

1.1. In these Articles, unless the context otherwise requires;

- a. **"Act"** means the Companies Act 2006;
- b. **"board"** means the board of Trustees;
- c. **"business day"** means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;
- d. **"Chair"** means the Chair of Trustees, save that for the purposes of articles 22.1 and 28.2 chair means the individual appointed as chair of the Trustees' meeting;
- e. **"Chief Executive Officer"** means such person as may be appointed by the Trustees as the Chief Executive Officer of the Company;
- f. **"clear days"** in relation to the period of a notice means the period excluding the day when the notice is given or deemed to be given and the day on which it is given or on which it is to take effect;
- g. **"Company"** means Indie Education;
- h. **"Education Health and Care Plan"** has the meaning set out in section 37(2) of the Children and Families Act 2014;
- i. **"electronic form"** has the meaning given in section 1168 of the Companies Act 2006;
- j. **"Financial Year"** means the academic year from 1st September to 31st August of the following year;
- k. **"Funding Agreement"** means the agreement(s) between the Company and the Secretary of State or relevant local authority (as the case may be), including funding arrangements, obligations and termination provisions concerning the Schools;
- l. **"Governance Professional"** means the Governance Professional to the Trustees or any other person appointed to perform the duties of the Governance Professional to the Trustees, including a joint, assistant or deputy Governance Professional;
- m. **"Member"** means a member of the Company and someone who, as such, is bound by the undertaking contained in article 13;
- n. **"the Memorandum"** means the Memorandum of Association of the Company;
- o. **"Office"** means the registered office of the Company;
- p. **"Principals"** means the head teachers of the Schools (and **"Principal"** means any one of these head teachers;

- q. **"Principal Regulator"** means the body or person appointed as the Principal Regulator under the Charities Act 2011;
 - r. **"Proprietor"** means the person or body of persons responsible for the management of a School as defined under section 138 of the Education and Skills Act 2008;
 - s. **"Schools"** means the schools and educational institutions operated by the Company and governed by each Proprietor (and **"School"** shall mean any one of those schools or educational institutions);
 - t. **"Secretary of State"** means the Secretary of State for Education or successor;
 - u. **"Serious Criminal Offence"** means any criminal offence excluding those which have been spent under the Rehabilitation of Offenders Act 1974 and excluding any offence for which the maximum sentence is a fine or a lesser sentence, except where a person has been convicted of any offence which falls under section 178 of the Charities Act 2011;
 - v. **"special educational needs"** has the meaning set out in sections 20(1) and 21(2) of the *Children and Families Act 2014*;
 - w. **"teacher"** means a person employed under a contract of employment or a contract for services or otherwise engaged to provide their services as a teacher at one or more of the Schools;
 - x. **"the Trustees"** means the directors of the Company (and **"Trustee"** means any one of those directors);
 - y. **"the United Kingdom"** means Great Britain and Northern Ireland;
 - z. **"Vice-Chair"** means the Vice-Chair of the Trustees.
- 1.2. Words importing the singular number shall include the plural number, and vice versa.
 - 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 "article" is a reference to the relevant article of these Articles unless expressly provided otherwise.
 - 1.5. Subject as aforesaid, words or expressions contained in these Articles shall, unless the context requires otherwise, bear the same meaning as in the Companies Act 2006, as appropriate.
 - 1.6. Any reference to a statute or statutory provision shall include any statute or statutory provision which replaces or supersedes such statute or statutory provision including any modification or amendment thereto.
 - 1.7. Any reference to a document being 'signed' includes being executed under hand or seal or by any other method, and in the case of communication in electronic form, such references are to its being authenticated as specified by the Companies Act 2006.
 - 1.8. 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.
 - 1.9. any reference to communication or documents being 'in writing' or 'written' includes communications or documents which are in electronic form.

2 COMPANY NAME AND REGISTERED OFFICE

- 2.1. The company's name is Indie Education (and in this document it is called **"the Company"**).
- 2.2. The Company's registered office is to be situated in England and Wales.

3 OBJECTS

The Company's objects (the **"Objects"**) shall be:

- 3.1. To provide independent schools or colleges for young people who may not be able to access mainstream education including, but not limited to, those:
 - a. with special educational needs;
 - b. with an Education Health and Care Plan;
 - c. who are truant or significantly or persistently absent from school, or not in school;
 - d. who require accredited qualifications to transition into employment, further education or training, these people include, but are not limited to:
 - i. disengaged youth (early school leavers);
 - ii. with undiagnosed learning disabilities, mental illness; or
 - iii. who are not of compulsory school age and are unemployed.
- 3.2. To deliver such additional education related services as determined by the Trustees from time to time; and
- 3.3. To carry out any other activities ancillary or incidental to carrying out the objects listed in articles 3.1 and 3.2.

4 POWERS

The Company shall have power to do anything that a natural or corporate person can lawfully do which is necessary and expedient to achieve its Objects, except as expressly prohibited in these Articles and in particular it has power;

- 4.1. to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments, and to operate bank accounts in the name of the Company;
- 4.2. to co-operate with other charities, other independent and maintained schools, academies and institutions within the further education sector, voluntary bodies and statutory authorities operating in furtherance of the Objects and to exchange information and advice with them;
- 4.3. to carry out research into the development and application of new techniques in education and to their approach to curriculum development and delivery and to publish the results of such research, and to develop means of benefiting from application of the experience of industry, commerce, other schools, educational institutions and the voluntary sector to the education of pupils and students;
- 4.4. to acquire, alter, improve, and (subject to such consents as may be required by law) to charge, dispose or otherwise turn to account all or any part of the property and rights of the Company;
- 4.5. to provide educational facilities and services to students of all ages and the wider community;

- 4.6. to employ such staff as are necessary for the proper pursuit of the Objects and to make all reasonable and necessary provision for the payments of pensions and superannuation to staff and their dependents;
- 4.7. to subscribe or guarantee money for any national, local, charitable, benevolent, public, general or useful object or for any exhibition or other purpose which may be considered likely, directly or indirectly, to further the Objects of the Company;
- 4.8. to establish or support, whether financially or otherwise, any charitable companies, trusts, associations or institutions formed for all or any of the Objects;
- 4.9. to pay out of funds of the Company the costs, charges and expenses of and incidental to the formation and registration of the Company;
- 4.10. to establish, maintain, carry on, manage and develop Schools at locations to be determined by the Trustees;
- 4.11. to borrow and raise money (subject to such consents as may be required by law) for the furtherance of the Objects in such manner and on such security as the Company may think fit;
- 4.12. to invest the monies of the Company not immediately required for the furtherance of its Objects in such investments as may be thought proper, and to hold, sell or otherwise deal with such investments;
- 4.13. to amalgamate or enter into any partnership or any joint purse or profit sharing arrangement, or co-operate in any way with any person, firm, or company carrying on or proposing to carry on any business or operation within the objects of the Company, and to assist any such person, firm or company;
- 4.14. to apply for, promote and obtain any licence, permission or authority for enabling the Company to carry any of the Objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem expedient; to oppose any proceedings or applications which may seem calculated, directly or indirectly to prejudice the Company's interests, and to enter into any arrangements with any governments or authorities, supreme, municipal, local or otherwise, or any corporations, companies or persons, that may seem conducive to the attainment of the Company's objects or any of them;
- 4.15. to act as agents or brokers and as trustees for any person, firm or company, to undertake and perform sub-contracts, and to act in any of the businesses of the Company through or by means of agents, brokers, subcontractors or others;
- 4.16. to promote any company for the purpose of acquiring all or any of the property or undertaking any of the liabilities of the Company, the promotion of which shall be considered to be calculated to advance directly or indirectly the Objects of the Company;
- 4.17. to insure any of the property or assets of the Company against any insurable risk or risks and to effect, purchase or take assurances on the lives of any debtors to the Company, or on the lives of any other persons in whom the Company may have an insurable interest;
- 4.18. to sell and in any other manner deal with or otherwise dispose of the whole or any part of the business or property of the Company for such consideration as the Company may think fit, and in particular for shares, debentures, debenture stock, or securities of any other organisation;
- 4.19. to provide indemnity insurance to cover the liability of Trustees which by virtue of any rule of law would attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Company. Provided that any such insurance shall not extend to any claim arising from any act or omission which the Trustees knew to be breach

of trust or breach of duty or which was committed by the Trustees in reckless disregard of whether it was a breach of trust or a breach of duty or not and provided also that any such insurance shall not extend to the costs of any unsuccessful defence to a criminal prosecution brought against the Trustees in their capacity as Trustees; and

- 4.20. to do all such other lawful things as are necessary for or incidental to or conducive to the achievement of the Objects.

5 USE OF INCOME AND PROPERTY

- 5.1. The income and property of the Company shall be applied solely for the Objects.
- 5.2. None of the income or property of the Company may be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to any Member. Nonetheless a Member who is not also a Trustee may:
- a. benefit as a beneficiary of the Company;
 - b. be paid reasonable and proper remuneration for any goods or services supplied to the Company;
 - c. be paid rent for premises let by the Member to the Company if the amount of the rent and other terms of the letting are reasonable and proper; and
 - d. be paid interest on money lent to the Company at a reasonable and proper rate, such rate not to exceed 2% per annum below the base lending rate of a UK clearing bank selected by the Trustees, or 0.5%, whichever is the higher.

6 ARRANGEMENTS FOR COMPANY PROPERTY ON CLOSURE

If the Company is wound up or dissolved and after all its debts and liabilities have been satisfied there remains any property it shall not be paid to or distributed among the Members (except for a Member which is itself a charity fulfilling the criteria set out below), but shall be given or transferred to some other charity or charities having objects similar to the Objects which prohibits the distribution of its or their income and property to an extent at least as great as is imposed on the Company by article 5, chosen by the Members at or before the time of dissolution and if that cannot be done then to some other charitable object.

7 RESTRICTIONS ON ALTERATIONS TO ARTICLES TO PROTECT CHARITABLE COMPANY STATUS

No alteration or addition shall be made to or in the provisions of the Articles which would have the effect: (a) that the Company would cease to be a company to which section 60 of the Companies Act 2006 applies; or (b) that the Company would cease to be a charity.

8 MEMBERS

- 8.1. The subscribers to the Company's memorandum of association and such other persons as are admitted to membership in accordance with the Articles shall be Members of the Company. No person shall be admitted as a Member of the Company unless he is approved by the Trustees. The Members may agree to appoint such additional members as they think fit.
- 8.2. Membership shall not be transferable.
- 8.3. All Members agree when acting as Members they shall act at all times in the interests of the Company and in order to attain the Objects.

- 8.4. Every person nominated to be a Member of the Company shall sign a written consent to become a Member and sign the register of Members on becoming a Member.

9 APPOINTMENT OF MEMBERS

The Members may agree by passing a special resolution to appoint such additional Members as they think fit.

10 DISQUALIFICATION OF MEMBERS

10.1. A Member shall cease to be a Member if:

- a. that Member (which is an individual) dies or becomes incapable by reason of illness or injury of managing and administering their own affairs;
- b. that Member has been declared bankrupt and/or their estate has been seized from their possession for the benefit of their creditors and the declaration or seizure has not been discharged, annulled or reduced, or if they are the subject of a bankruptcy restrictions order or an interim order;
- c. that Member is a corporate entity and:
 - i. ceases to exist;
 - ii. a resolution or order is made for the Member to be wound up or to enter into administration;
 - iii. enters into any arrangement or composition with its creditors;
 - iv. becomes insolvent;
- d. that Member has been convicted of a Serious Criminal Offence;
- e. that Member has not provided to the Chair a criminal records certificate at an enhanced disclosure level under section 113B of the Police Act 1997 or if such a certificate discloses information which the Chair considers would make that Member unsuitable for their role. If a dispute arises as to whether the Member should be disqualified, a referral shall be made to the Secretary of State to determine the matter. The determination of the Secretary of State shall be final;
- f. that Member refuses to consent to any checks required by the Funding Agreement or otherwise;
- g. that Member would be disqualified from being a Trustee of the Company for any other reason, regardless of whether they are also a Trustee.

10.2. Where, by virtue of these Articles a person becomes disqualified from holding, or continuing to hold office as a Member; and they are, or are proposed, to become such a Member, they shall upon becoming so disqualified give written notice of that fact to the Governance Professional.

11 REMOVAL OR RESIGNATION OF MEMBERS

11.1. The Members may remove a Member by special resolution subject to the following:

- a. the Member must be given at least one month's notice in writing of the general meeting. The notice to the Member must set out particulars as to the reasons why termination of

membership is in the interests of the Company, and must request the Member to attend the meeting to answer the particulars;

- b. at the general meeting called for this purpose the Members shall consider the evidence presented by the board and by the Member (if any). The meeting may take place even if the Member does not attend; and

and if the resolution to terminate the Member's membership is passed in accordance with this article, the Member shall immediately cease to be a Member.

11.2. A Member may resign by giving seven clear days' written notice to the Trustees.

12 ANNUAL GENERAL MEETING

Each year during September the Members of the Company shall hold a general meeting ("**Annual Meeting**");

- 12.1. where the Trustees shall present a report and review of activities over the preceding 12 months;
- 12.2. to appoint Trustees to the board pursuant to the provision of these Articles; and
- 12.3. to conduct any other business set out in the notice convening such Annual Meeting.

13 LIABILITY OF MEMBERS

- 13.1. The liability of the Members is limited.
- 13.2. Every Member of the Company undertakes to contribute such amount as may be required, not exceeding £10, to the Company's assets if it should be wound up whilst he is a Member or within one year after he ceases to be a Member, for payment of the Company's debts and liabilities contracted before he ceases to be a Member, and of the costs, charges and expenses of winding up, and for the adjustments of the rights of the contributories among themselves.

14 TRUSTEES

- 14.1. There shall be a maximum of six Trustees.
- 14.2. There shall be a minimum of 3 Trustees.
- 14.3. The first Trustees shall be those persons named in the statement delivered pursuant to sections 9 and 12 of the Companies Act 2006. Future Trustees shall be appointed or elected, as the case may be, under these Articles.
- 14.4. The Members may appoint Trustees by ordinary resolution.

15 TERM OF OFFICE

The term of office for any Trustee shall be three years, save that:

- 15.1. This time limit shall not apply to any post which is held *ex officio*.
- 15.2. Subject to remaining eligible to be a particular type of Trustee, any Trustee may be re-appointed or re-elected.

16 CHIEF EXECUTIVE OFFICER AS TRUSTEE

Providing that the Chief Executive Officer agrees so to act, the Members may by ordinary resolution appoint the Chief Executive Officer as a Trustee.

17 DISQUALIFICATION AND REMOVAL OF TRUSTEES

- 17.1. A person shall be ineligible for appointment to the board and if already appointed shall immediately cease to be a Trustee if the relevant individual;
- a. which is an individual, dies or becomes incapable by reason of illness or injury of managing and administering their own affairs;
 - b. has been declared bankrupt and/or their estate has been seized from their possession for the benefit of their creditors and the declaration or seizure has not been discharged, annulled or reduced, or if they are the subject of a bankruptcy restrictions order or an interim order;
 - c. is subject to a disqualification order or a disqualification undertaking under the Company Directors Disqualification Act 1986 or to an order made under section 429(2)(b) of the Insolvency Act 1986 (failure to pay under a county court administration order);
 - d. ceases to be a Trustee by virtue of any provision of the Companies Act 2006 or becomes prohibited by law from being a company trustee;
 - e. has been removed from the office of charity trustee or trustee for a charity by an order made by the Charity Commission or the High Court on the grounds of any misconduct or mismanagement in the administration of the charity for which they were responsible or to which they were privy, or which their conduct contributed to or facilitated;
 - f. is or becomes a person disqualified from elected membership of a local authority;
 - g. is convicted of a Serious Criminal Offence;
 - h. has not provided to the Chair a criminal records certificate at an enhanced disclosure level under section 113B of the Police Act 1997 or if such a certificate discloses information which the Chair considers would make that person unsuitable for their role. If a dispute arises as to whether the Trustee should be disqualified, a referral shall be made to the Secretary of State to determine the matter. The determination of the Secretary of State shall be final; or
 - i. the trustee's term of office has expired and they have not been reappointed.
- 17.2. Where, by virtue of these Articles a person becomes disqualified from holding, or continuing to hold office as a Trustee; and they are, or are proposed, to become such a Trustee, they shall upon becoming so disqualified give written notice of that fact to the Governance Professional.

18 REMOVAL OR RESIGNATION OF TRUSTEES

- 18.1. A Trustee may resign his office by written notice to the Proprietor (but only if at least three Trustees will remain in office when the notice of resignation is to take effect).
- 18.2. A Trustee may be removed by the person or persons who appointed or elected them, or otherwise by ordinary resolution of the Members in accordance with the Companies Act 2006.

19 RECORDS OF DECISIONS TO BE KEPT

Where decisions of the Trustees are taken by electronic means, such decisions shall be recorded by the Trustees in permanent form, so that they may be read with the naked eye.

20 CALLING A TRUSTEES' MEETING

- 20.1. Any Trustee may call a Trustees' meeting by giving not less than five business days' notice of the meeting (or such shorter notice as all the Trustees may agree) to the Trustees or by authorising the company secretary (if any) or Governance Professional to give such notice.
- 20.2. Notice of a Trustees' meeting shall be given to each Trustee by email to such email address notified (from time to time) by each Trustee to the Company for such purposes.

21 QUORUM FOR TRUSTEES' MEETINGS

- 21.1. The quorum for the transaction of business at a meeting of Trustees is any three Trustees.
- 21.2. If the total number of Trustees in office for the time being is less than the quorum required, the Trustees must not take any decision other than a decision:
 - a. to appoint further Trustees; or
 - b. to call a general meeting so as to enable the Members to appoint further Trustees.

22 CASTING VOTE AT TRUSTEES' MEETINGS

If the numbers of votes for and against a proposal at a meeting of Trustees are equal, the chair chairing the meeting has a casting vote.

23 TRUSTEES' CONFLICTS OF INTEREST

Whenever a Trustee has an interest, whether pecuniary or non-pecuniary, in a matter to be discussed at a meeting of the Trustees or a committee of Trustees, the Trustee concerned must:

- 23.1. declare an interest at the time that, or before, discussion begins on the matter;
- 23.2. withdraw from the meeting for that item;
- 23.3. not be counted in the quorum for that part of the meeting; and
- 23.4. withdraw during the vote and have no vote on the matter.

24 CHAIR AND VICE-CHAIR OF THE TRUSTEES

- 24.1. The Trustees shall each Financial Year elect a Chair and a Vice-Chair from among their number. A Trustee who is employed by the Company shall not be eligible for election as Chair or Vice-Chair.
- 24.2. Subject to article 24.3, the Chair or Vice-Chair shall hold office as such until a successor has been elected in accordance with Article 24.4.
- 24.3. The Chair or Vice-Chair may at any time resign their office by giving notice in writing to the Governance Professional. The Chair or Vice-Chair shall cease to hold office if they:
 - a. cease to be a Trustee;

- b. are employed by the Company;
 - c. are removed from office in accordance with these Articles; or
 - d. in the case of the Vice-Chair, they are elected in accordance with these Articles to fill a vacancy in the office of Chair.
- 24.4. Where by reason of any of the matters referred to in Article 24.3, a vacancy arises in the office of Chair or Vice-Chair, the Trustees shall at their next meeting elect one of their number to fill that vacancy.
- 24.5. Where the Chair is absent from any meeting or there is at the time a vacancy in the office of the Chair, the Vice-Chair shall act as the Chair for the purposes of the meeting.
- 24.6. The Trustees may remove the Chair or Vice-Chair from office in accordance with these Articles.
- 24.7. A resolution to remove the Chair or Vice-Chair from office which is passed at a meeting of the Trustees shall not have effect unless:
- a. it is confirmed by a resolution passed at a second meeting of the Trustees held not less than fourteen days after the first meeting; and
 - b. the matter of the Chair's or Vice-Chair's removal from office is specified as an item of business on the agenda for each of those meetings.
- 24.8. Before the Trustees resolve at the relevant meeting on whether to confirm the resolution to remove the Chair or Vice-Chair from office, the Trustee or Trustees proposing their removal shall at that meeting state their reasons for doing so and the Chair or Vice-Chair shall be given an opportunity to make a statement in response.

25 GOVERNANCE PROFESSIONAL TO THE TRUSTEES

The Trustees must appoint a Governance Professional. The Governance Professional shall be appointed by the Trustees for such term, at such remuneration and upon such conditions as they may think fit; and any Governance Professional so appointed may be removed by them. The Governance Professional shall not be a Trustee. Notwithstanding this Article, the Trustees may, where the Governance Professional fails to attend a meeting of theirs, appoint any one of their number or any other person to act as Governance Professional for the purposes of that meeting. The Governance Professional may, but need not be, the appointed company secretary of the Company.

26 APPOINTING AND DELEGATING TO CHIEF EXECUTIVE OFFICER

The Trustees shall appoint the Chief Executive Officer. The Trustees may delegate such powers and functions as they consider are required by the Chief Executive Officer for the internal organisation, management and control of the Schools (including the implementation of all policies approved by the Trustees and for the direction of the teaching and curriculum at the Schools).

27 PARTICIPATION AT MEETINGS

- 27.1. Any Trustee shall be able to participate in meetings of the Trustees by telephone or by any suitable electronic means agreed by the Trustees and by which all those participating in the meeting are able to communicate with all other participants.
- 27.2. A person so participating by telephone or other communication shall be deemed to be present in person at the meeting and shall be counted in a quorum and entitled to vote. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if

there is no group which is larger than any other group, where the chair of the meeting is located at that time.

28 MAKING THE MINUTES OF TRUSTEE MEETINGS AVAILABLE

28.1. Subject to article 29.2, the Trustees shall ensure that a copy of:

- a. the agenda for every meeting of the Trustees;
- b. the draft minutes of every such meeting, if they have been approved by the person acting as chair of that meeting;
- c. the signed minutes of every such meeting; and
- d. any report, document or other paper considered at any such meeting,

are, as soon as is reasonably practicable, made available at every School to persons wishing to inspect them.

28.2. There may be excluded from any item required to be made available in pursuance of article 29.1, any material relating to:

- a. a named teacher or other person employed, or proposed to be employed, at any School;
- b. a named pupil or named student at, or candidate for admission or referral to, any School; and
- c. any matter which, by reason of its nature, the Trustees are satisfied should remain confidential.

29 PROPRIETORS

29.1. Subject to these Articles, the Trustees will establish Proprietors.

29.2. Subject to these Articles:

- a. the constitution, membership and proceedings of any Proprietor shall be determined by the Trustees. Subject to any such conditions, the proceedings of a Proprietor with two or more members shall be governed by the Articles regulating the proceedings of the board so far as they are capable of applying;
- b. the establishment, terms of reference, constitution and membership of a Proprietor shall be reviewed at least once in every twelve months;
- c. the membership of a Proprietor may include persons who are not Trustees, provided that a majority of members of any such committee shall be Trustees;
- d. no vote on any matter shall be taken at a meeting of a Proprietor unless the majority of members present are Trustees.

29.3. The functions, duties and proceedings of a Proprietor shall be subject to regulations made by the Trustees from time to time.

30 NOTICES

- 30.1. Any notice given pursuant to these Articles (other than a notice calling a meeting of the Trustees) shall be in writing, which includes being given using electronic communications to an address for the time being notified for that purpose to the person giving the notice.
- 30.2. Any notice, document or other information shall be deemed served on or delivered to the intended recipient:

- a. if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted;
 - b. if properly addressed and delivered by hand, when it was given or left at the appropriate address;
 - c. if properly addressed and sent or supplied by electronic means, two hours after the document or information was sent or supplied; and
 - d. if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.
- For the purposes of this article, no account shall be taken of any part of a day that is not a business day.
- 30.3. Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given.

31 INDEMNITY

- 31.1. Each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by them as a relevant officer:
- a. in the actual or purported execution and/or discharge of his duties, or in relation to them; and
 - b. in relation to the Company's (or any associated company's) activities as trustee of an occupational pension scheme (as defined in section 235(6) of the Act,
- including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated company's) affairs; and
- 31.2. the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 31.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.
- 31.3. This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law.
- 31.4. In this article:

- a. a “**relevant officer**” means any Trustee or other officer or former Trustee or other officer of the Company or an associated company (including a company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act), but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or not he is also a Trustee or other officer), to the extent he acts in his capacity as auditor); and
- b. companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

32 INSURANCE

- 32.1. The Trustees may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.
- 32.2. In this article:
 - a. a “**relevant officer**” shall have the meaning given in article 31.4;
 - b. a “**relevant loss**” means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer’s duties or powers in relation to the Company, any associated company or any pension fund or employees’ share scheme of the Company or associated company; and
 - c. companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.