

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

UNITED LEARNING LTD

Company No 00018582

Registered Charity No 313999

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PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF
UNITED LEARNING LTD
Adopted by Special Resolution passed on 18th March 2025

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 charitable company regulated by the Articles called United Learning (or such name as shall be stated in any certificate of incorporation on change of name for the company issued by Companies House from time to time);

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

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;

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

Financial Expert: means a person who is reasonably believed by the Trustees to be qualified to give advice on investments by reason of his ability in and practical experience of financial and other matters relating to investments;

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

Model Articles: means any model articles for a company limited by shares that may exist (including those constituting Schedule 1 to the Companies (Model Articles) Regulations 2008);

LGB Chair: means a person appointed as the chair of a Local Governing Body (or an alternative member of the Local Governing Body, where approved by the Trustees);

Local Governing Body: means a committee established by the board of the relevant School Proprietor for a School, including any committee established for the purpose of school improvement in replacement of a local governing body;

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

School: means a school or an academy which has been operated by a School Proprietor for at least two years by and continues to be operated by such School Proprietor;

School Proprietor: means United Learning Trust or United Church Schools Trust, as the case may be;

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

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

United Church Schools Trust means United Church Schools Trust (company number 02780748; charity number 1016538) whose registered office is at Worldwide House, Thorpe Wood, Peterborough PE3 6SB;

United Kingdom: means Great Britain and Northern Ireland;

United Learning Trust: means United Learning Trust, a multi-academy trust (company number 04439859), whose registered office is at Worldwide House, Thorpe Wood, Peterborough PE3 6SB; 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:
 - (a) any subordinate legislation from time to time made under it; and
 - (b) 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 The Model Articles shall not apply to the Charity.

2. Objects

- 2.1 The Charity's objects are:
 - (a) to provide in England and Wales, by the establishment and maintenance of schools, a liberal, practical, and general education, for children and adults of all ages and both sexes, such education to include religious instruction in the doctrine and duties of Christianity principally as the same are taught by the Church of England but also sensitive to the teachings attitudes and practices of other Christian Communion and Denominations;

- (b) to assist, in such manner as the Trustees may think fit, (including, without limitation, by the making of grants), and otherwise to promote the establishment and maintenance of schools conducted, or to be conducted, by any charitable institution, on the same or similar principles as those on which the schools operated by the Company are conducted.

3. Powers

In pursuance of the Objects, but not further or otherwise, the Charity has the power to:

- (a) establish and carry on schools and carry on or manage, including providing support to enhance school improvement to, any subsidiary, affiliated or other schools for the education of children
- (b) to make grants and award bursaries, prizes and scholarships to pupils, and to former pupils who become students at any university or at any other place of education or who undertake any special course of instruction or research work, and to provide means of training student teachers and students in the theory and practice of education;
- (c) print and publish any newspaper, periodicals, books or leaflets;
- (d) accept (or disclaim) any gift of money, legacy or other property, whether subject to any special trust or not;
- (e) raise funds by way of subscription, donation or otherwise;
- (f) 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;
- (g) establish or purchase companies to carry on any trade;
- (h) sell, lease or otherwise dispose of all or any part of the Charity's real or personal property and any and all rights of the Charity, subject to such consents as may be required by law;
- (i) borrow or raise money and to give security for money borrowed or grants or other obligations by mortgage, charge, lien or other security on the Charity's property and assets, subject to such consents as may be required by law;
- (j) lend and give credit to, take security for such loans or credit and enter into guarantees or give security for the performance of contracts by any person or company;
- (k) buy, lease, hire or otherwise acquire and deal with any real or personal property and any rights or privileges of any kind over or in respect of any real or personal property and maintain, alter, improve, manage, develop, construct, repair or equip it for use;

- (l) set aside funds for particular purposes or as reserves against future expenditure;
- (m) to invest the monies of the Charity not immediately required for its purposes in or upon such investments, securities or property as may be thought fit, subject nevertheless (in every case) to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided; deposit or invest funds with all the powers of a beneficial owner, but to invest only after obtaining advice from a Financial Expert, having regard to the suitability of investments and the need for diversification;
- (n) delegate the management of investments to a Financial Expert, but only on terms that:
 - (i) the Charity's investment policy is set down in writing by the Trustees for the Financial Expert;
 - (ii) all transactions are reported promptly and regularly to the Trustees;
 - (iii) investment performance is reviewed regularly with the Trustees;
 - (iv) the delegation arrangement may be cancelled by the Trustees at any time;
 - (v) a review of the investment policy and the delegation arrangement shall be carried out at least annually;
 - (vi) all payments due to the Financial Expert fall within a scale or a level which is agreed in advance and are notified promptly to the Trustees on receipt;
 - (vii) the Financial Expert must not do anything outside the powers of the Charity;
- (o) arrange for the investments or other property of the Charity to be held in the name of a nominee (meaning a corporate body registered or having an established place of business in the United Kingdom) which is either under the control of the Trustees or of a Financial Expert acting on their instructions, and to pay any reasonable fee required;
- (p) co-operate with other bodies and to exchange information and advice with them;
- (q) establish, hold shares in, or support or aid in the establishment and support of any organisation formed for objects similar to any or all of the Objects;
- (r) enter into partnership or other arrangement with any other body with objects similar to any or all of the Objects;

- (s) acquire, amalgamate or merge with, or undertake all or any of the property, liabilities and engagements of any body with objects similar to any or all of the Objects;
- (t) enter into contracts to provide services to or on behalf of other bodies;
- (u) provide or procure the provision of advice;
- (v) promote, undertake and commission research, surveys, studies or other work and to disseminate the useful results;
- (w) subject to article 4.2:
 - (i) employ and remunerate any person or persons as necessary for the proper pursuit of the Objects; and
 - (ii) make reasonable provision for the payment of pensions for employees and their dependents;
- (x) take out such insurance policies as are necessary to protect the Charity;
- (y) provide indemnity insurance for the Trustees or any other officer of the Charity in accordance with and subject to the conditions in section 189 of the Charities Act;
- (z) open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- (aa) alone or with other organisations, seek to influence public opinion and make representations to and seek to influence governmental and other bodies and institutions regarding the reform, development and implementation of appropriate policies, legislation and regulations, provided that all such activities are confined to those permitted by law;
- (bb) organise and assist in the provision of conferences, courses of instruction, exhibitions, lectures and other educational activities;
- (cc) provide and assist in the provision of money, materials or other aid;
- (dd) act as trustee and to undertake and execute charitable trusts; and
- (ee) do anything lawful which is calculated to further the Objects or is conducive or incidental to doing so.

4. Application of income and property

- 4.1 The income and property of the Charity shall only be applied to promote the Objects and do not belong to any Member or Trustee.

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:

- (a) a benefit to any Member in the capacity of a beneficiary of the Charity;
- (b) 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;
- (c) interest on money lent by a Member to the Charity at a reasonable and proper rate;
- (d) reasonable and proper rent for premises demised or let by a Member to the Charity; and
- (e) 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:

- (a) is entitled to be reimbursed reasonable out-of-pocket expenses properly incurred when acting on behalf of the Charity;
- (b) may benefit from trustee indemnity insurance purchased by the Charity in accordance with section 189 of the Charities Act;
- (c) may receive payment under an indemnity from the Charity in the circumstances set out in article 35;
- (d) may not receive any other financial 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:

- (a) buy any goods or services from the Charity on terms preferential to those applicable to members of the public;
- (b) sell goods, services, or any interest in land to the Charity;
- (c) be employed by, or receive any remuneration from, the Charity; or
- (d) receive any other financial benefit from the Charity.

5.3 A Trustee or a Connected Person may:

- (a) 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;
- (b) 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;
- (c) 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;
- (d) receive reasonable and proper rent for premises let to the Charity;
- (e) receive interest at a reasonable and proper rate on money lent to the Charity;
- (f) take part in the normal trading and fundraising activities of the Charity on the same terms as members of the public; and
- (g) receive or retain any other 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 upon the authority provided by article 5.3(c) if each of the following conditions is satisfied:

- (a) the amount or maximum amount of the payment for the goods:
 - (i) 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;
 - (ii) does not exceed what is reasonable in the circumstances for the supply of the goods in question;
- (b) 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;
- (c) the Supplier:
 - (i) is absent from the part of the meeting at which there is discussion of the proposal to enter into a contract or arrangement with regard to the supply of goods to the Charity by them;
 - (ii) does not vote on any such matter and is not counted when calculating whether a quorum of Trustees is present at the meeting; and
- (d) 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:

- (a) holds more than 50% of the shares; or
- (b) controls more than 50% of the voting rights attached to the shares; or
- (c) has the right to appoint one or more directors 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. Dissolution

6.1 The Members (or the Trustees, subject to such resolution of the Members) 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:

- (a) directly for the Objects;
- (b) by transfer to any charity or charities for purposes similar to the Objects; or
- (c) to any charity or charities for use for particular purposes that fall within the Objects.

6.2 In no circumstances shall the net assets of the Charity be paid to or distributed among any Member (except to a Member that is itself a charity) and if no resolution in accordance with article 6.1 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 Charity Commission.

7. Liability of the Members

The liability of each Member is limited to the amount, if any, unpaid on the shares held by them.

8. Members

8.1 The Members of the Charity shall be the shareholders.

8.2 The Charity must maintain a register of the names and addresses of the Members.

8.3 The first Members of the Charity were the subscribers to the memorandum of association for the Charity.

8.4 Subsequent Members of the Charity shall be:

- (a) the Trustees; and
- (b) any person who:
 - (i) consents in writing to become a Member;
 - (ii) is interested in further the Objects;
 - (iii) is eligible to become a Member under Article 8.5; and
 - (iv) is approved by the Trustees.

8.5 Each LGB Chair is eligible to be a Member of the Charity and may be appointed under Article 8.4(b), subject to Article 8.6. Such individual ceases to be eligible on ceasing to be an LGB Chair [and, where relevant, ceases to be a Member under Article 11.1(f)].

8.6 A Member appointed under Article 8.4(b) shall hold such membership rights and interests on behalf of the relevant School as directed by the Local Governing Body of that School.

8.7 Every Member shall be eligible to hold one share in the Charity for as long as he or she shall remain a Trustee or LGB Chair, as the case may be. Where the person ceases to be a Trustee or LGB Chair, he or she shall immediately upon such cessation transfer the share in the Charity held by them to such person or persons as the Trustees shall direct upon payment of the sum of £5 in respect of such share.

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

8.9 Membership is not transferable.

8.10 No employee of the Charity, United Church Schools Trust or United Learning Trust shall be eligible for admission as a Member of the Charity.

9. Shares

9.1 Subject to the provisions of the Act, any share may be issued with such rights or restrictions as the Charity may by ordinary resolution determine. The Trustees are prohibited from exercising any power to allot shares, grant rights to subscribe for or to convert any security into shares.

9.2 The Charity shall not declare any dividends or make any other distributions on the shares or otherwise except as expressly permitted by these Articles.

- 9.3 No alteration shall be made to any of the Articles relating to the rights attaching to the shares save with the prior written consent of the Charity Commission.

10. Share Transfer

- 10.1 Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the Trustees, which is executed by or on behalf of the transferor.
- 10.2 No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share.
- 10.3 The Charity may retain any instrument of transfer which is registered.
- 10.4 The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it.
- 10.5 The Trustees may refuse to register the transfer of a share, and if they do so, the instrument of transfer must be returned to the transferee with the notice of refusal unless they suspect that the proposed transfer may be fraudulent.

11. Termination of membership

- 11.1 A Member shall cease to be a Member if:
- (a) the Member dies;
 - (b) the Member resigns by giving notice to the Charity in writing;
 - (c) any subscription or other sum payable by the Member to the Charity remains unpaid within six months of it falling due and the Charity notifies the Member in writing of the termination of their membership;
 - (d) the Member is removed from membership by a resolution of the Trustees that it is in the best interests of the Charity that the membership is terminated. Such a resolution may not be passed unless:
 - (i) the Member 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
 - (ii) the Member or, at the option of the Member, the Member's representative (who need not be a Member of the Charity) has been given a reasonable opportunity to make representations to the meeting either in person or in writing. The Trustees must consider any representations made by the Member (or the Member's representative) and inform the Member of their decision following such consideration.

There shall be no right of appeal from a decision of the Trustees to terminate the membership of a Member;

- (e) the Member being a Trustee, ceases to be a Trustee; and
- (f) the Member being an LGB Chair, ceases to be an LGB Chair.

12. General meetings

- 12.1 The Trustees may call a general meeting of the Members at any time and such a meeting shall be held in accordance with the Act.
- 12.2 The Charity may, but is not required to, hold an annual general meeting each year. At an annual general meeting, the Members may:
 - (a) receive the accounts of the Charity for the previous financial year;
 - (b) receive the Trustees' report on the Charity's activities over the previous year;
 - (c) appoint independent examiners or auditors for the Charity; and
 - (d) discuss and determine any issues of policy or deal with any other business put before them by the Trustees.
- 12.3 General meetings, except any annual general meeting, are called on a minimum of 14 clear days' notice. Annual general meetings are called on a minimum of 21 clear days' notice.
- 12.4 A general meeting may be called by shorter notice if it is so agreed by a majority in number of the Members having a right to attend and vote at the meeting, being a majority who together hold not less than 90% of the total voting rights.
- 12.5 The notice shall specify the date, time and place of the meeting and the general nature of the business to be transacted. It shall also include a statement pursuant to the Act setting out the right of Members to appoint proxies.
- 12.6 The notice shall be given to:
 - (a) each Member;
 - (b) each Trustee; and
 - (c) the auditor for the time being of the Charity.
- 12.7 Proceedings at a general meeting shall not be invalidated because a person entitled to receive notice of the meeting did not receive it because of an accidental omission by the Charity.

- 12.8 The Charity may give notice of the meeting to a Member either:
- (a) personally; or
 - (b) by sending it by post in a prepaid envelope addressed to the Member at the address of the relevant School; or
 - (c) by leaving it at the address of the Member; or
 - (d) by giving it in electronic form to the Member's address.

13. Proceedings at general meetings

- 13.1 Every general meeting of the Charity shall have a chair:
- (a) The chair of Trustees shall chair general meetings of the Charity or, if the chair of Trustees is absent, the vice-chair of Trustees shall act as chair.
 - (b) 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.
 - (c) If there is only one Trustee present and willing to act, that Trustee shall chair the meeting.
 - (d) If no Trustee is present and willing to chair the meeting within 15 minutes of the time appointed for the meeting, the meeting shall be adjourned until such other date, time and place as the Trustees shall determine.
- 13.2 No business shall be transacted at any general meeting unless a quorum is present.
- 13.3 A quorum is:
- (a) five Members (of which at least three must be Trustees) who are present or attending by proxy and who are entitled to vote on the business to be conducted at the meeting; or
 - (b) one-tenth of the total membership at the time (including at least three Trustees),
- whichever is the greater.
- 13.4 If within 30 minutes from the time appointed for the meeting a quorum is not present, or if during the meeting a quorum ceases to be present, the meeting shall be adjourned until such other date, time and place as the Trustees shall determine. If at the adjourned meeting a quorum is not present within 30 minutes from the time appointed for the meeting, those Members present in person or by proxy and entitled to vote shall be a quorum.

13.5 The chair of a general meeting may adjourn such a meeting when a quorum is present, if the meeting consents to an adjournment, and shall adjourn such a meeting if directed to do so by the meeting. The chair shall specify either that the meeting:

- (a) is to be adjourned to a particular date, time and place; or
- (b) shall be adjourned to a date, time and place to be appointed by the Trustees;

and shall have regard to any directions as to date, time and place which have been given by the meeting.

13.6 If the meeting is adjourned until more than 14 days after the date on which it was adjourned, the Charity shall give at least seven clear days' notice of it to the same persons to whom notice of the Charity's general meetings is required to be given and containing the same information which such notice is required to contain.

13.7 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

13.8 Nothing in these Articles is to be taken to preclude the holding and conducting of a general meeting by such suitable electronic means as the Trustees may decide which provide for all Members who are not present together at the same place to be able to communicate with all the other participants simultaneously, to speak and to vote during the general meeting.

14. Voting at general meetings

14.1 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.

14.2 On a show of hands, every Member, shall have one vote.

14.3 On a poll, every Member admitted pursuant to Article 8.4(a), shall have 100 votes and every Member admitted pursuant to Article 8.4(b) shall have one vote. 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.

14.4 Any share from time to time registered in the names of two or more persons will not carry any right to vote.

15. Poll Voting

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

- (a) by the chair of the meeting; or
- (b) by at least three Members having the right to vote at the meeting;

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

15.2 Unless a poll is duly demanded a declaration by the chair that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

15.3 A demand for a poll may be withdrawn if the poll has not yet been taken; and the chair consents to the withdrawal. A demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.

15.4 A poll shall be taken as the chair directs and they may appoint scrutineers (who need not be Members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

15.5 A poll demanded on the election of a chair or on a question of adjournment shall be taken immediately. A poll demanded on any other question shall be taken either immediately or at such time and place as the chair directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.

15.6 No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.

16. Written resolutions

- 16.1 Subject to article 16.4, a written resolution of the Members passed in accordance with this article 16 shall have effect as if passed by the Members in a general meeting and each Member shall have the number of votes that they would have on a vote on a resolution on a poll taken at a meeting. A written resolution is passed:
- (a) as an ordinary resolution if it is passed by a simple majority of the votes of eligible Members; or
 - (b) as a Special Resolution if it is passed by the votes of Members representing not less than 75% of the total number of votes that may be cast by eligible Members. A written resolution is not a Special Resolution unless it states that it was proposed as a Special Resolution.
- 16.2 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.
- 16.3 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.
- 16.4 A Members' resolution under the Act removing a Trustee or an auditor before the expiration of his term of office may not be passed as a written resolution.
- 16.5 A copy of the written resolution must be sent to every Member together with a statement informing the Member how to signify their agreement to the resolution and the date by which the resolution must be passed if it is not to lapse.
- 16.6 A Member signifies their agreement to a proposed written resolution when the Charity receives from them (or from someone acting on their 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:
- (a) 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;
 - (b) 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.

- 16.7 A proposed written resolution shall lapse if it is not passed within 28 days beginning with the Circulation Date.
- 16.8 Communications in relation to written resolutions shall be sent to the Charity's auditors in accordance with the Act.
- 16.9 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.

17. Trustees

- 17.1 Unless otherwise determined by ordinary resolution, the number of Trustees shall not be fewer than five.
- 17.2 A Trustee may not appoint an alternate Trustee or anyone to act on their behalf at meetings of the Trustees.

18. Powers of Trustees

- 18.1 Subject to the provisions of the Act, the 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.
- 18.2 Pursuant to article 36, the Trustees may from time to time adopt and make, alter or revoke Rules as they consider necessary for the furtherance of the purposes of the Charity.
- 18.3 The Trustees may from time to time appoint any person to the office of Chief Executive of the Charity for such period and on such terms as they think fit, and, subject to the terms of any agreement entered into in any particular case, may revoke such appointment.
- 18.4 Trustees may entrust to and confer upon the Chief Executive of the Charity any of the powers exercisable by them upon such terms and conditions and with such restrictions as they may think fit and may from time to time revoke, withdraw, alter or vary all or any of such powers.
- 18.5 No alteration of the Articles or any Special Resolution shall invalidate any prior act of the Trustees.
- 18.6 A meeting of the Trustees at which a quorum is present may exercise all the powers exercisable by the Trustees.

19. Appointment and retirement of Trustees

- 19.1 Any person who is willing to act as a Trustee, and who is permitted by law to do so, may be appointed to be a Trustee by resolution of the Trustees for a term of three years.
- 19.2 Where a maximum number of Trustees has been fixed, the appointment of a Trustee must not cause that number to be exceeded.
- 19.3 No Trustee shall serve for more than nine consecutive years, unless the other 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.

20. Disqualification and removal of Trustees

A Trustee shall cease to hold office if they:

- (a) are removed by ordinary resolution of the Charity pursuant to the Act;
- (b) cease to be a Trustee by virtue of any provision in the Act or are prohibited by law from being a Trustee;
- (c) are disqualified from acting as a charity trustee by virtue of the Charities Act;
- (d) have a bankruptcy order made against them or a composition is made with their creditors generally in satisfaction of their debts;
- (e) 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;
- (f) resign by written notice to the Charity, provided that at least three Trustees will remain in office once the resignation takes effect;
- (g) are absent from all the meetings of the Trustees held within a period of twelve consecutive months, without the permission of the Trustees, and the Trustees resolve that their office be vacated; or
- (h) 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:
 - (i) 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
 - (ii) 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.

21. Proceedings of Trustees

- 21.1 Subject to the provisions of the Articles, the Trustees may regulate their proceedings as they think fit.
- 21.2 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:
- (a) the appointment of any such Trustee or person acting as a Trustee was defective; or
 - (b) any or all of them were disqualified; or
 - (c) any or all of them were not entitled to vote on the matter.

22. Calling a Trustees' meeting

- 22.1 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.
- 22.2 Notice of a meeting of the Trustees must be given to each Trustee, but need not be in writing. The notice must specify:
- (a) the time, date and place of the meeting;
 - (b) the general particulars of the business to be considered at the meeting; and
 - (c) 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.

23. Participation in Trustees' meetings

- 23.1 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 and by which all those participating in the meeting are able to communicate with all other participants.
- 23.2 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.

24. Quorum for Trustees' meetings

- 24.1 A quorum at a meeting of the Trustees is three or one-third of the total number of Trustees, whichever is greater, provided always that, in circumstances where the number of Trustees who are not Conflicted Trustees is less than three or one-third, as the case may be, and such Conflicted Trustees are conflicted as a consequence of their trusteeship of United Church Schools Trust or United Learning Trust, then the quorum shall be reduced to a number equivalent to the number of Trustees that are not Conflicted Trustees, but it shall not be less than one.
- 24.2 At a Trustees' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 24.3 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.

25. Chairing Trustees' meetings

- 25.1 The Trustees shall appoint a chair and may also appoint a vice-chair of Trustees from among their number and determine the period for which they are to hold office.
- 25.2 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.
- 25.3 The Trustees may terminate the appointment of a chair or any vice-chair of Trustees at any time.

26. Decision-making by Trustees

- 26.1 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).

27. Delegation by Trustees

- 27.1 The Trustees may delegate, on such terms of reference as they think fit, any of their powers or functions to any committee. It is not necessary for a Trustee to be a member of any committee.

- 27.2 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.
- 27.3 A Trustee or committee to whom a power or function of the Trustees is delegated under articles 27.1 and 27.2 may further sub-delegate those powers or functions (or any of them) to a further person or sub-committee. Where any power or function of the Trustees is sub-delegated by any person or committee to whom it has been delegated, that person or committee must inform the Trustees as soon as reasonably practicable which powers and functions have been further delegated and to whom, and any such sub-delegation shall be made subject to any conditions the Trustees may impose, and may be revoked or altered by the Trustees.
- 27.4 The terms of reference of a committee may include conditions imposed by the Trustees, including that:
- (a) the relevant powers are to be exercised exclusively by the committee to whom the Trustees delegate; and
 - (b) 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.
- 27.5 Persons who are not Trustees may be appointed as members of a committee, subject to the approval of the Trustees.
- 27.6 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.
- 27.7 The terms of any delegation to a committee shall be recorded in the minute book.
- 27.8 The Trustees may revoke or alter a delegation.
- 27.9 All acts and proceedings of any committee shall be fully and promptly reported to the Trustees.

28. Conflicts of interests

- 28.1 A Trustee must declare the nature and extent of any interest, direct or indirect, which they 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 themselves 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:
- (a) 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;
 - (b) 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
 - (c) 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.

30. Minutes

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

- (a) minutes of proceedings at general meetings;
- (b) minutes of meetings of the Trustees and of committees of the Trustees, including the names of the Trustees present at each such meeting;
- (c) 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
- (d) particulars of appointments of officers made by the Trustees.

31. Seal

- 31.1 The seal, if any, may only be used by the authority of the Trustees or of a committee of the Trustees authorised by the Trustees.
- 31.2 The Trustees may determine by what means and in what form the seal is to be used.
- 31.3 Unless otherwise decided by the Trustees, if the seal is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.
- 31.4 For the purposes of this Article, an authorised person is:
- (a) any Trustee;
 - (b) the secretary (if any); or
 - (c) any person authorised by the Trustees for the purpose of signing documents to which the seal is applied.

32. Records and accounts

- 32.1 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:
- (a) annual reports;
 - (b) annual returns; and
 - (c) annual statements of account.
- 32.2 Accounting records relating to the Charity must be made available for inspection by any Trustees at any reasonable time during normal office hours.
- 32.3 A copy of the Charity's latest available statement of account shall 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 of fulfilling the request, within two months of such request.

33. Communications

- 33.1 Subject to the 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.

33.2 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.

33.3 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.

34. Irregularities

The proceedings of any meeting or the taking of any poll or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including by accidental omission to give or any non-receipt of notice) or want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice.

35. Indemnity

35.1 Subject to article 35.2, but without prejudice to any indemnity to which they may otherwise be entitled:

- (a) every Trustee or former Trustee of the Charity shall be indemnified out of the assets of the Charity in relation to any liability they incur in that capacity; and
- (b) every other officer or former officer of the Charity may be indemnified out of the assets of the Charity in relation to any liability they incur in that capacity.

35.2 This Article does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Act or by any other provision of law and any such indemnity is limited accordingly.

36. Rules

36.1 The Trustees may from time to time establish such rules as they may consider necessary for or conducive to the effective operation of the Charity. In particular, but without prejudice to the generality of the above, such rules may regulate:

- (a) the admission of Members of the Charity, their rights and privileges and other conditions of membership;
- (b) the conduct of Members in relation to one another and to the Charity's employees and volunteers;
- (c) the conduct of Trustees in relation to one another and to the Charity's employees and volunteers; and

- (d) the procedure at general meetings and meetings of the Trustees and committees to the extent that such procedure is not regulated by the Act or by the Articles.

36.2 The Charity in general meeting may alter, add to or repeal the rules by Special Resolution.

36.3 The rules shall be binding on all Members and no rule shall be inconsistent with or shall affect or repeal anything contained in the Articles.