

**Company number 10866724**

**THE COMPANIES ACT 2006**

**PRIVATE COMPANY LIMITED BY GUARANTEE**

**ARTICLES OF ASSOCIATION**

**OF**

**NOTTINGHAM SCHOOLS TRUST**

**(as adopted by special resolution passed on 13<sup>th</sup> June 2019)**

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**THE COMPANIES ACT 2006**  
**PRIVATE COMPANY LIMITED BY GUARANTEE**  
**ARTICLES OF ASSOCIATION**  
**OF**  
**NOTTINGHAM SCHOOLS TRUST (the "Company")**  
**(Adopted by special resolution passed on 13<sup>th</sup> June 2019)**

**Interpretation, objects and limitation of liability**

**1. Interpretation**

1.1 In these Articles, unless the context otherwise requires:

**Act:** means the Companies Act 2006;

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

**Business Day:** means any day (other than a Saturday, Sunday or public holiday in England) when banks in London are open for business;

**Conflict:** means a situation in which a director has or can have, a direct or indirect interest that conflicts or possibly may conflict, with the interests of the Company;

**director:** means a director of the Company and includes any person occupying the position of director, by whatever name called;

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

**electronic form:** has the meaning given in section 1168 of the Act;

**Eligible Director:** means a director who would be entitled to vote on the matter at a meeting of directors;

**Member:** means a person whose name is entered in the Register of Members of the Company and **Membership** shall be construed accordingly; and

**Model Articles:** means the model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (*SI 2008/3229*) as amended prior to the date of adoption of these Articles and reference to a numbered "**Model Article**" is a reference to that article of the Model Articles;

**NCC:** has the meaning given to it in **Article 15.2**

**ordinary resolution:** has the meaning given in section 282 of the Act;

**participate:** in relation to a director's meeting, has the meaning given in Model Article 10;

**proxy notice:** has the meaning given in Model Article 31;

**rules:** means the rules that the directors may establish to govern matters relating to the Company in accordance with **Article 26**

**secretary:** means the secretary of the Company and any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary;

**special resolution:** has the meaning given in section 283 of the Act;

**subsidiary:** has the meaning given in section 1159 of the Act;

**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 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and 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 or statutory provision shall include any subordinate legislation from time to time made under that statute or statutory provision.
- 1.6 Any word following the terms **including, include, in particular, for example** 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 apply to the Company, except in so far as they are modified or excluded by these Articles.
- 1.8 The following Model Articles shall not apply to the Company:

- (a) 1 (Defined terms);
- (b) 2 (Liability of Members);
- (c) 8 (Unanimous decisions);
- (d) 9(1) (Calling a directors' meeting);
- (e) 11(2) and (3) (Quorum for directors' meeting);
- (f) 12 (chairing of directors' meetings)
- (g) 13 (Casting vote);
- (h) 14 (1), (2), (3) and (4) (Conflicts of interest);
- (i) 17(2) (Methods of appointing directors);
- (j) 18 (termination of director's appointment)
- (k) 21 (Applications for membership);
- (l) 30(2) (Poll votes);
- (m) 31(1)(d) (Content of proxy notices);
- (n) 35 (Company seals);
- (o) 38 (Indemnity);
- (p) 39 (Insurance).

1.9 Model Article 3 (Directors' general authority) shall be amended by the insertion of the words "in accordance with its objects" after the words "the management of the Company's business".

1.10 Model Article 7 (Directors to take decisions collectively) shall be amended by:

- (a) the insertion of the words "for the time being" at the end of Model Article 7(2)(a); and
- (b) the insertion in Model Article 7(2) of the words "(for so long as he remains the sole director)" after the words "and the director may".

## **2. Object**

The object for which the Company is established is for the advancement of education for the public benefit through the provision of school improvement, facilitation of partnerships and other services to schools and academies

## **3. Powers**

In pursuance of the object set out in **Article 2**, the Company has the power to:

- (a) buy, lease or otherwise acquire and deal with any property real or personal and any rights or privileges of any kind over or in respect of any property real or personal and

to improve, manage, develop, construct, repair, sell, lease, mortgage, charge, surrender or dispose of or otherwise deal with all or any part of such property and any and all rights of the Company;

- (b) borrow and raise money in such manner as the directors shall think fit and secure the repayment of any money borrowed, raised or owing by mortgage, charge, lien or other security on the Company's property and assets;
- (c) invest and deal with the funds of the Company not immediately required for its operations in or upon such investments, securities or property as may be thought fit;
- (d) subscribe for, take, buy or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority in any part of the world;
- (e) lend and advance money or give credit on such terms as may seem expedient and with or without security to customers and others, to enter into guarantees, contracts of indemnity and suretyships of all kinds to receive money on deposit or loan upon such terms as the Company may approve and to secure or guarantee the payment of any sums of money or the performance of any obligation by any company, firm or person including any holding company or subsidiary;
- (f) lobby, advertise, publish, educate, examine, research and survey in respect of all matters of law, regulation, economics, accounting, governance, politics and/or other issues and to hold meetings, events and other procedures and co-operate with or assist any other body or organisation in each case in such way or by such means as may, in the opinion of the directors, affect or advance the principal object in any way;
- (g) pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company and to contract with any person, firm or company to pay the same;
- (h) enter into contracts to provide services to or on behalf of other bodies;
- (i) provide and assist in the provision of money, materials or other help;
- (j) 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;
- (k) incorporate subsidiary companies to carry on any trade; and
- (l) do all such other lawful things as are incidental or conducive to the pursuit or to the attainment of any of the object set out in **Article 2**.

#### **4. Income**

- 4.1 The income and property of the Company from wherever derived shall be applied solely in promoting the Company's objects.

4.2 No distribution shall be paid or capital otherwise returned to the Members in cash or otherwise. Nothing in these Articles shall prevent any payment in good faith by the Company of:

- (a) reasonable and proper remuneration to any Member, officer or servant of the Company for any services rendered to the Company;
- (b) any interest on money lent by any Member or any director at a reasonable and proper rate;
- (c) reasonable and proper rent for premises demised or let by any Member or director; or
- (d) reasonable out-of-pocket expenses properly incurred by any director.

## 5. **Winding up**

5.1 On the winding-up or dissolution of the Company, after provision has been made for all its debts and liabilities, any assets or property that remains available to be distributed or paid, shall be transferred to another body (charitable or otherwise) with objects similar to those of the Company. Such body shall be determined by resolution of the Members at or before the time of winding up or dissolution and, subject to any such resolution of the Members, may be made by resolution of the directors at or before the time of winding up or dissolution.

5.2 In the event that the Company is unable to locate a body with objects similar to those of the Company to whom the Company can distribute its assets and property in accordance with **Article 5.1**, the directors shall distribute such assets and property to its Members in such proportions as, in its sole direction, it determines.

## 6. **Guarantee**

The liability of each Member is limited to £10, being the amount that each Member undertakes to contribute to the assets of the Company in the event of its being wound up while he is a Member or within one year after he ceases to be a Member, for

- (a) payment of the Company's debts and liabilities contracted before he ceases to be a Member,
- (b) payment of the costs, charges and expenses of the winding up, and
- (c) adjustment of the rights of the contributories among themselves.

## **Directors**

### 7. **Unanimous decisions**

7.1 A decision of the directors is taken in accordance with this article when all Eligible Directors indicate to each other by any means that they share a common view on a matter.



7.2 Such a decision may take the form of a resolution in writing, where each Eligible Director has signed one or more copies of it, or to which each Eligible Director has otherwise indicated agreement in writing.

7.3 A decision may not be taken in accordance with this article if the Eligible Directors would not have formed a quorum at such a meeting.

## **8. Calling a directors' meeting**

8.1 Any director may call a directors' meeting by giving notice of the meeting to the directors or by authorising the secretary (if any) to give such notice.

8.2 A director who is absent from the UK and who has no registered address in the UK shall not be entitled to notice of the directors' meeting.

## **9. Quorum for directors' meetings**

9.1 The quorum for the transaction of business at a meeting of directors is any three Eligible Directors or the number of Eligible Directors nearest to one-third of the total number of Eligible Directors, whichever is the greater, or such larger number as may be decided from time to time by the directors.

9.2 If the total number of directors in office for the time being is less than the quorum required, the directors must not take any decision other than a decision:

- (a) to appoint further directors; or
- (b) to call a general meeting so as to enable the Members to appoint further directors.

## **10. Chairing of directors' meetings**

10.1 The directors may appoint a director to chair their meetings and the person so appointed for the time being shall be known as the chairman.

10.2 The directors may terminate the chairman's appointment at any time

10.3 If the chairman is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it.

## **11. Casting vote**

11.1 If the numbers of votes for and against a proposal at a meeting of directors are equal, the chairman or other director chairing the meeting has a casting vote.

11.2 **Article 11.1** shall not apply in respect of a particular meeting (or part of a meeting) if, in accordance with the Articles, the chairman or other director is not an Eligible Director for the purposes of that meeting (or part of a meeting).

## **12. Directors' conflicts of interest**

12.1 A director must declare the nature and extent of any interest, direct or indirect, which he has in a proposed transaction or arrangement with the Company or in any transaction or arrangement entered into by the Company which has not previously been declared.

12.2 A director must absent themselves from any discussions of the directors in which it is possible that a Conflict will arise between their duty to act solely in the interests of the Company and any personal interest (including but not limited to any personal financial interest).

12.3 If a Conflict arises for a director 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 directors may authorise such a Conflict where the following conditions apply:

- (a) the conflicted director 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 director does not vote on any such matter and is not to be counted when considering whether a quorum of directors is present at the meeting; and
- (c) the unconflicted directors consider it is in the interests of the Company to authorise the Conflict in the circumstances applying.

In this **Article 12.3** a Conflict 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 director or to a connected person.

## **13. Records of decisions to be kept**

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

## **14. Number of directors**

14.1 Unless otherwise determined by ordinary resolution, the number of directors shall not be subject to any maximum but shall not be less than three.

14.2

## **15. Appointment of directors**

- 15.1 The Company may (subject to **Article 15.2**) by ordinary resolution appoint a person who is willing to be a director
- 15.2 For so long as Nottingham City Council ("**NCC**") is a Member, NCC shall have the right to appoint one director and may be removed from office at any time by NCC and in the case of any such removal from office or in the event that such director ceases to be a director by operation of law then NCC shall have the right to appoint their replacement as a director.
- 15.3 No person may be appointed as a director at any general meeting unless:
- (a) he or she is recommended by the directors; or
  - (b) not less than fourteen nor more than thirty-five clear days before the date of the meeting, the Company is given a notice that:
    - (i) is signed by a Member entitled to vote at a general meeting;
    - (ii) states the Member's intention to propose the appointment of a person as a director;
    - (iii) contains the details that, if the person were to be appointed, the Company would have to file at Companies House; and
    - (iv) is signed by the person who is to be proposed to show his or her willingness to be appointed.
- 15.4 All Members who are entitled to receive notice of a general meeting must be given not less than seven nor more than twenty-eight clear days' notice of any resolution to be put to the meeting to appoint a director.
- 15.5 The directors may appoint a person who is willing to act to be a director.
- 15.6 A director may not appoint an alternate director or anyone to act on their behalf at meetings of directors.

## **16. Termination of director's appointment**

- 16.1 A person shall cease to be a director as soon as:
- (a) that person ceases to be a director by virtue of any provision of the Act or is prohibited from being a director by law;
  - (b) a bankruptcy order is made against that person;
  - (c) a composition is made with that person's creditors generally in satisfaction of that person's debts;

- (d) a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months;
- (e) notification is received by the Company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms

16.2 If the director is absent without the permission of the other directors, from at least 2/3rds of the directors' meetings held in any twelve month period then such director will cease to be a director if a notice is served on that director signed by or on behalf of all of the other directors of the Company stating that he or she shall cease to be a director with immediate effect (and such notice may consist of several copies each signed by one or more directors of the Company).

16.3 A person shall also cease to be a director if he is convicted of a criminal offence (other than a minor motoring offence) and a majority of the other directors resolve that he cease to be a director.

## **17. Secretary**

The directors may appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the directors so decide, appoint a replacement, in each case by a decision of the directors.

## **18. Change of company name**

The name of the Company may be changed by:

- (a) a decision of the directors; or
- (b) a special resolution of the Members,

or otherwise in accordance with the Act.

## **Members: becoming and ceasing to be a member**

### **19. Membership**

19.1 The Company shall admit to Membership an individual or organisation which:

- (a) applies to the Company using the application process approved by the directors; and
- (b) is approved by the directors.

19.2 The directors may in their absolute discretion decline to accept any application for Membership and need not give reasons for doing so.

- 19.3 The directors may prescribe criteria for Membership of the Company but shall not be obliged to accept persons fulfilling those criteria as Members.
- 19.4 The directors may establish different classes of Members and set out the different rights and obligations for each class, with such rights and obligations recorded in the Register of Members.
- 19.5 Membership is not transferable.

## **20. Termination of membership**

- 20.1 Membership is terminated if:
- (a) the Member dies or, if it is an organisation, ceases to exist;
  - (b) the Member resigns by written notice to the Company unless, after the resignation, there would be less than two Members;
  - (c) where the Member was accepted for membership as a representative of a governing body or academy or employee of a school and that Member ceases to be employed by that school or academy or ceases to be on the governing body of that school; and
  - (d) any sum due from the Member to the Company is not paid in full within six months of it falling due.
- 20.2 The directors may terminate the Membership of any Member without his consent by giving the Member written notice if, in the reasonable opinion of the directors, the Member:
- (a) is guilty of conduct which has or is likely to have a serious adverse effect on the Company or bring the Company or any or all of the Members and directors into disrepute; or
  - (b) has acted or has threatened to act in a manner which is contrary to the interests of the Company as a whole; or
  - (c) has failed to observe the terms of these Articles and the Rules.

Following such termination, the Member shall be removed from the Register of Members.

- 20.3 The notice to the Member must give the Member the opportunity to be heard in writing or in person as to why his membership should not be terminated. The directors must consider any representations made by the Member and inform the Member of their decision following such consideration. There shall be no right to appeal from a decision of the directors to terminate the Membership of a Member.
- 20.4 A Member whose Membership is terminated under this Article shall not be entitled to a refund of any subscription or Membership fee.

## **Decision making by members**

### **21. General Meetings**

- 21.1 The Company must hold annual general meetings and not more than fifteen months may elapse between successive annual general meetings.
- 21.2 No business shall be transacted at any general meeting unless a quorum is present.
- 21.3 The quorum shall be 50% of the members present in person or by proxy and entitled to vote upon the business to be conducted at the meeting.
- 21.4 The authorised representative of a Member organisation shall be counted in the quorum.
- 21.5 If:
- (a) A quorum is not present within half an hour from the time appointed for the meeting;
  - or
  - (b) During the meeting a quorum ceases to be present
- then the meeting shall be adjourned to such time and place as the directors shall determine.
- 21.6 The directors must convene the meeting and must give at least seven clear days' notice of the reconvened meeting stating the date, time and place of the meeting.
- 21.7 If a quorum is not present at the reconvened meeting within fifteen minutes of the time specified for the start of the meeting then the Members present in person or by proxy at the time shall constitute a quorum for that meeting.
- 21.8 General meetings shall be chaired by the person who has been appointed to chair the meetings of the directors. If there is no such person or they are not present within fifteen minutes of the time appointed for the meeting then a director nominated by the directors shall chair the meeting. If there is only one director present and willing to act then that director shall chair the meeting. If no director is present and willing to chair the meeting within fifteen minutes after the time appointed for holding it then the Members present in person or by proxy and entitled to vote must choose one of their number to chair the meeting.
- 21.9 The Members present in person or by proxy at a meeting may resolve by ordinary resolution that the meeting shall be adjourned. The person who is chairing the meeting must decide the date, time and place at which the meeting is to be reconvened unless those details are specified in the resolution.
- 21.10 No business shall be conducted at a reconvened meeting unless it could properly have been conducted at the meeting had the adjournment not taken place.

21.11 If a meeting is adjourned by a resolution of the Members for more than seven days, at least seven clear days' notice shall be given of the reconvened meeting stating the date, time and place of the meeting.

## **22. Votes of members**

Subject to the Act, at any general meeting:

- (a) every Member who is present in person (or by proxy) shall on a show of hands have one vote; and
- (b) every Member present in person (or by proxy) shall on a poll have one vote.

## **23. Poll votes**

23.1 A poll may be demanded at any general meeting by any qualifying person (as defined in section 318(3) of the Act) present and entitled to vote at the meeting.

23.2 Model Article 30(3) shall be amended by the insertion of the words "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made" as a new paragraph at the end of that article.

## **24. Proxies**

24.1 Model Article 31(1)(d) shall be deleted and replaced with the words "is delivered to the company in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate".

24.2 Model Article 31(1) shall be amended by the insertion of the words "and a proxy notice which is not delivered in such manner shall be invalid, unless the directors, in their discretion, accept the notice at any time before the meeting" as a new paragraph at the end of that article.

## **Administrative arrangements**

### **25. Means of communication to be used**

25.1 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 (or five Business Days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that

delivery in at least five Business Days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider);

- (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, one hour 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.

- 25.2 In proving that any notice, document or other information was properly addressed, it shall suffice to show that the notice, document or other information was addressed to an address permitted for the purpose by the Act.

## **26. Rules**

The directors may establish rules governing matters relating to Company administration that are required from time to time for the effective operation of the Company (for example, the provisions relating to classes of Members, Membership fees and subscriptions and the admission criteria for Members). If there is a conflict between the terms of these Articles and any rules established under this Article, the terms of these Articles shall prevail.

## **27. Indemnity and insurance**

- 27.1 Subject to **Article 27.2**, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

- (a) each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer in the actual or purported execution and/or discharge of his duties, or in relation to them including 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
- (b) 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 27.1(a)** and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

27.2 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.

27.3 The directors 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.

27.4 In this Article:

- (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and
- (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) a **relevant officer** means any director or other officer or former director or other officer of the Company.