

Companies Act 2006

Company limited by guarantee

**ARTICLES OF ASSOCIATION OF
CONFEDERATION OF SCHOOL TRUSTS
COMPANY NUMBER: 05303883**

1 NAME

The name of the company is Confederation of School Trusts (the "Charity").

2 REGISTERED OFFICE

The registered office of the Charity is in England and Wales.

3 OBJECTS

3.1 The Objects are the advancement in education in schools in England and Wales.

3.2 This provision may be amended by special resolution but only with the prior written consent of the Commission.

4 POWERS

The Charity has the following powers, which may be exercised only in promoting the Objects.

4.1 To provide a national forum for schools being in particular but without limitation voluntary aided schools, foundation schools, Single Academy Trusts and Multi Academy Trusts ("Schools");

4.2 To facilitate two-way communication between Schools and government and other bodies concerned with educational matters as necessary to promote the Objects;

4.3 to provide advice or information;

4.4 to carry out campaigning and advocacy, provided that the Trustees are satisfied that any proposed campaigning and advocacy will further the Objects to an extent justified by the resources committed and that such activity is not the dominant means by which the Charity promotes the Objects;

4.5 to promote or carry out research and to publish and distribute the useful results;

4.6 to co-operate with other bodies;

4.7 to support, administer or set up other charities and to act as trustee of any charity whether established by the Charity or otherwise;

4.8 to accept gifts and to raise funds (but not by means of taxable trading) and in its discretion to disclaim any particular contribution;

4.9 to borrow money and to give security for loans or other obligations (but only in accordance with the restrictions imposed by the Charities Act);

- 4.10 to acquire or hire property of any kind;
- 4.11 to let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act);
- 4.12 to make grants or loans of money and to give guarantees provided that where any payment is made to the treasurer or other proper official of a charity the receipt of such treasurer or official shall be a complete discharge to the Trustees;
- 4.13 to set aside funds for special purposes or as reserves against future expenditure;
- 4.14 to deposit or invest its funds in any manner (but to invest only after obtaining such advice from a financial expert as the Trustees consider necessary and having regard to the suitability of investments and the need for diversification) provided that the Charity shall have power to retain any investments donated to it;
- 4.15 to delegate the management of investments to a financial expert, but only on terms that:
 - 4.15.1 the investment policy is set down in writing for the financial expert by the Trustees;
 - 4.15.2 timely reports of all transactions are provided to the Trustees;
 - 4.15.3 the performance of the investments is reviewed regularly with the Trustees;
 - 4.15.4 the Trustees are entitled to cancel the delegation arrangement at any time;
 - 4.15.5 the investment policy and the delegation arrangement are reviewed at least once a year;
 - 4.15.6 all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt; and
 - 4.15.7 the financial expert must not do anything outside the powers of the Charity;
- 4.16 to arrange for investments or other property of the Charity to be held in the name of a nominee company acting under the direction of the Trustees or controlled by a financial expert acting under their instructions, and to pay any reasonable fee required;
- 4.17 to deposit documents and physical assets with any company registered or having a place of business in England or Wales as custodian, and to pay any reasonable fee required;
- 4.18 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;
- 4.19 to pay for indemnity insurance for the Trustees;
- 4.20 subject to Article 8.2, to employ paid or unpaid agents, staff or advisers;
- 4.21 to enter into contracts to provide services to or on behalf of other bodies;
- 4.22 to establish or acquire subsidiary companies, other companies or entities and to acquire, merge with or enter into any partnership or joint venture arrangement with any other charity for any of the Objects;
- 4.23 to pay the costs of forming the Charity; and
- 4.24 to do anything else within the law which promotes, helps to promote or is incidental to the promotion of the Objects.

5 THE BOARD

- 5.1 The Board is comprised of the Trustees who, as charity trustees, have control of the Charity and its property and funds.
- 5.2 The Trustees shall consist of up to 12 Trustees who shall each be appointed by a resolution of the Board for a term of four years, at the end of which they shall retire. The terms of office for the Trustees in office on the date of the adoption of these Articles shall continue.
- 5.3 A Trustee may not act as a Trustee unless he or she:
- 5.3.1 supports the Objects;
 - 5.3.2 is over the age of 18; and
 - 5.3.3 has signed a written declaration of willingness to act as a charity trustee of the Charity.
- 5.4 A retiring Trustee shall be eligible for re-election for up to a further two terms, each of four years save that no Trustee shall serve a term exceeding in aggregate twelve years from the date of his or her original appointment unless in the interests of the efficient administration of the Charity, the Trustees may agree from time to time to disapply this restriction in the case of particular Trustees. A retired Trustee is eligible for reappointment when one year has passed since the end of their consecutive terms of office.
- 5.5 A Trustee's term of office as such automatically terminates if:
- 5.5.1 he or she dies;
 - 5.5.2 a registered medical practitioner who is treating that person gives a written opinion to the Charity stating that he or she has become physically or mentally incapable of acting as a Trustee and may remain so for three months;
 - 5.5.3 by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have;
 - 5.5.4 he or she is disqualified under the Charities Act from acting as a charity trustee;
 - 5.5.5 he or she is absent without notice from 3 consecutive meetings of the Trustees and is asked by a majority of the other Trustees to resign;
 - 5.5.6 he or she resigns by written permission to the Trustees (but only if at least two Trustees will remain in office);
 - 5.5.7 he or she is removed by an ordinary resolution of the Charity pursuant to the Companies Act.
- 5.6 A technical defect in the appointment of a Trustee of which the Board is unaware at the time does not invalidate decisions taken at a meeting.

6 PROCEEDINGS OF THE BOARD

- 6.1 The Board must hold at least 4 meetings each year.
- 6.2 The Chair may at any time call a meeting of the Board. Alternatively, two Trustees may at any time propose a meeting of the Board, such meeting shall be called should the majority of the Trustees agree.

- 6.3 Notice of every meeting shall be sent to each Trustee (other than those for the time being not in the United Kingdom), specifying the place, day and hour of the meeting and the business to be discussed.
- 6.4 A quorum at a meeting of the Board is at least half of the Trustees, excluding any Conflicted Trustee.
- 6.5 A meeting of the Board may be held either In person or by suitable electronic means agreed by the Trustees in which all participants may communicate with all the other participants.
- 6.6 The Chair or (if the Chair is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting.
- 6.7 Any issue may be determined by a simple majority of the votes cast at a meeting, but a resolution in writing or in electronic form agreed by a simple majority of the Trustees, or a committee of them, entitled to receive notice of a meeting and to vote upon the resolution (other than any Conflicted Trustee) is as valid and effectual as a resolution passed at a meeting duly convened and held, provided that:
- 6.7.1 a copy of the resolution is sent or submitted to all the Trustees eligible to vote; and
- 6.7.2 a simple majority of the Trustees have signified their agreement to the resolution in an authenticated document or documents which are received at the Charity's registered office within the period of 28 days beginning with the circulation date.
- 6.8 A resolution in writing may comprise several documents containing the text of the resolution in like form, to each of which one or more Trustees has signified their agreement.
- 6.9 Every Trustee has one vote on each issue but, in case of equality of votes, the person appointed under Article 6.6 to preside at the meeting has a second or casting vote.
- 6.10 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

7 POWERS OF THE BOARD

The Board have the following powers in the administration of the Charity in their capacity as Trustees:

- 7.1 to appoint (and remove) any person (who may be a Trustee) to act as Secretary in accordance with the Companies Act and determine his or her honorarium (if not a Trustee);
- 7.2 to appoint a Chair, Vice-Chair and other honorary officers from among their number;
- 7.3 to invite observers to attend meetings of the Board, and to pay their reasonable expenses out of the Charity's funds. For the avoidance of doubt, such observers are not Trustees, shall not count towards the quorum for a meeting and shall not have any power to vote on a matter. The Trustees shall have absolute discretion to ask any observers to leave the meeting at any point;
- 7.4 to delegate any of their functions to committees consisting of two or more individuals appointed by them. At least one member of every committee must be a Trustee and all proceedings of committees must be reported promptly to the Trustees;
- 7.5 to make standing orders consistent with the Articles and the Companies Act to govern proceedings at general meetings;
- 7.6 to make rules consistent with the Articles and the Companies Act to govern their proceedings and proceedings of committees;

- 7.7 to make regulations consistent with the Articles and the Companies Act to govern the administration of the Charity and the use of its seal (if any);
- 7.8 to establish procedures to assist the resolution of disputes or differences within the Charity; and
- 7.9 to exercise any powers of the Charity which are not reserved to the Members.

8 BENEFITS AND CONFLICTS

- 8.1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the Members or the Trustees.
- 8.2 Members who are not Trustees or Connected Persons may be employed by or enter into contracts with the Charity and receive reasonable payment for goods or services supplied.
- 8.3 Subject to compliance with Article 8.6, Members, Trustees and Connected Persons:
 - 8.3.1 may be paid interest at a reasonable rate on money lent to the Charity;
 - 8.3.2 may be paid a reasonable rent or hiring fee for property let or hired to the Charity;
 - 8.3.3 who are also beneficiaries may receive charitable benefits in that capacity on the same terms as any other members of the beneficial class; and
 - 8.3.4 may take part in the normal trading and fundraising activities of the Charity on the same terms as members of the public.
- 8.4 A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Charity except:
 - 8.4.1 as mentioned in Articles 4.19, 8.3 or 8.5;
 - 8.4.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in the administration of the Charity;
 - 8.4.3 an indemnity pursuant to Article 16 in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings);
 - 8.4.4 payment to any company in which a Trustee has no more than a one per cent shareholding; and
 - 8.4.5 in exceptional cases, other payments or benefits but only with the written consent from the Commission in advance where required under the Charities Act and the approval or affirmation of the Members where required under the Act.
- 8.5 No Trustee or Connected Person may be employed by the Charity except in accordance with Article 8.4.5, but any Trustee or Connected Person may enter into a contract with the Charity, as permitted by the Charities Act to supply goods or services to the Charity in return for a payment or other material benefit but only if:
 - 8.5.1 the contract is in writing and states the maximum to be paid by the Charity;
 - 8.5.2 the goods or services are actually required by the Charity, and the Trustees decide that it is in the best interests of the Charity to enter into such a contract;
 - 8.5.3 the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services;

- 8.5.4 no more than a minority of the Trustees are subject to such a contract in any financial year; and
- 8.5.5 the Trustee has complied with the procedure set out in Article 8.6.
- 8.6 Subject to Article 8.7, any Trustee who becomes a Conflicted Trustee in relation to any matter must:
 - 8.6.1 declare the nature and extent of his or her interest before discussion begins on the matter;
 - 8.6.2 withdraw from the meeting for that item after providing any information requested by the Trustees;
 - 8.6.3 not be counted in the quorum for that part of the meeting; and
 - 8.6.4 be absent during the vote and have no vote on the matter.
- 8.7 When any Trustee is a Conflicted Trustee, the Trustees who are not Conflicted Trustees, if they form a quorum and are satisfied that it is in the best interests of the Charity to do so, may by resolution passed in the absence of the Conflicted Trustee authorise the Conflicted Trustee, notwithstanding any conflict of interest or duty which has arisen or may arise for the Conflicted Trustee:
 - 8.7.1 to continue to participate in discussions leading to the making of a decision and to vote, except where a Conflicted Trustee or a Connected Person is to receive any payment or material benefit; or
 - 8.7.2 to disclose information confidential to the Charity to a third party; or
 - 8.7.3 to take any other action not otherwise authorised, or to refrain from taking any step required to remove the conflict which, in either case, does not involve the receipt by the Conflicted Trustee or a Connected Person of any payment or material benefit.
- 8.8 A Conflicted Trustee who obtains (other than through his or her position as Trustee) information that is confidential to a third party, shall not be in breach of his or her duties to the Charity if he or she declares the conflict in accordance with Article 8.6 and then withholds such confidential information from the Charity.
- 8.9 For any transaction or arrangement authorised under Articles 8.3, 8.4 or 8.5 the Trustee's duty under the Companies Act to avoid a conflict of interest with the Charity shall be disapplied provided the relevant provisions of Article 8.6 have been followed.
- 8.10 This Article 8 may be amended by special resolution provided that where the result would be to authorise a benefit to a Trustee, Member or Connected Person which was not previously authorised under the Articles, it may only be amended with the prior written consent of the Commission.

9 RECORDS AND ACCOUNTS

- 9.1 The Trustees must comply with the requirements of the Companies Act and of the Charities Act as to keeping records, the audit or independent examination of accounts and the preparation and transmission to the Registrar of Companies and the Commission of information required by law including:
 - 9.1.1 Confirmation Statements;
 - 9.1.2 annual reports; and

- 9.1.3 annual statements of account.
- 9.2 The Trustees must also keep records of:
 - 9.2.1 all proceedings at meetings of the Trustees;
 - 9.2.2 all resolutions in writing;
 - 9.2.3 all reports of committees; and
 - 9.2.4 all professional advice obtained.
- 9.3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any time during normal office hours and may be made available for inspection by Members if the Trustees so decide.
- 9.4 A copy of the Charity's constitution and latest available statement of account must be supplied on request to any Trustee or Member. Copies of the latest accounts must also be supplied in accordance with the Charities Act to any other person who makes a written request and pays the Charity's reasonable costs.

10 MEMBERSHIP

- 10.1 The Charity must maintain a register of Members.
- 10.2 The Trustees from time to time shall be the only Members. A Trustee shall become a Member on becoming a Trustee.
- 10.3 Membership is not transferable.
- 10.4 Membership is terminated if the Member concerned dies or ceases to be a Trustee.

11 GENERAL MEETINGS

- 11.1 Members shall be entitled to attend general meetings through by proxy (but only if the appointment of a proxy is in writing and notified to the Secretary up to 48 hours before the commencement of the meeting).
- 11.2 General meetings are called on at least 14 and not more than 28 clear days' written notice indicating the business to be discussed and (if a special resolution is to be proposed) setting out the terms of the proposed special resolution, provided that a general meeting may be called by shorter notice if it is so agreed by a majority in number of Members having a right to attend and vote, being a majority together holding not less than 90% of the total voting rights at a meeting of all the Members.
- 11.3 A general meeting may be called by the Trustees at any time and must be called within 21 days of a written request from Members, who in aggregate represent at least 5% of all the Members having a right to vote at general meetings.
- 11.4 There is a quorum at a general meeting if the number of Members present by proxy is at least half the number of Trustees.
- 11.5 The Chair shall act as chair of a general meeting. If the Chair is unwilling or unable to act as chair then the Members present (including those acting by proxy) shall elect a chair for the meeting from among their number, provided that the chair of the meeting must be a Member in their own right.
- 11.6 Except where otherwise provided by the Articles or the Companies Act, every issue is decided by ordinary resolution.

- 11.7 Subject to Article 11.8 and except for the chair of the meeting, who has a casting vote, every Member present (including those acting by proxy) has one vote on each issue.
- 11.8 Except where otherwise provided by the Articles or the Companies Act:
- 11.8.1 an ordinary written resolution, signed by Members representing a simple majority of the total voting rights of the Members entitled to vote, shall be as valid and effective as if it had been passed at a meeting of the Members duly convened and held; and
- 11.8.2 a special written resolution, signed by Members representing not less than 75% of the total voting rights of the Members entitled to vote, shall be as valid and effective as if it had been passed at a meeting of Members duly convened and held.
- 11.9 A proposed written resolution will lapse if it is not passed within 28 days of the date it is circulated to the Members. Written resolutions may consist of several documents in the same form, each signed by one or more Members.
- 11.10 Members must annually:
- 11.10.1 receive the accounts of the Charity for the previous financial year;
- 11.10.2 receive a written report on the Charity's activities; and
- 11.10.3 appoint reporting accountants or auditors for the Charity.
- 11.11 Members may also from time to time:
- 11.11.1 confer on any individual (with his or her consent) the honorary title of Patron, President or Vice-President of the Charity; and
- 11.11.2 discuss and determine any issues of policy or deal with any other business put before them by the Trustees.
- 11.12 A technical defect in the appointment of a Member of which the Members are unaware at the time does not invalidate a decision taken at a general meeting or by written resolution.

12 LIMITED LIABILITY

The liability of Members is limited.

13 GUARANTEE

Every Member promises, if the Charity is dissolved while he or she remains a Member or within one year after he or she ceases to be a Member, to pay up to £1 towards:

- 13.1 payment of those debts and liabilities of the Charity incurred before he or she ceased to be a Member;
- 13.2 payment of the costs, charges and expenses of winding up; and
- 13.3 the adjustment of rights of contributors among themselves.

14 COMMUNICATIONS

- 14.1 Notices and other documents to be served on Members or Trustees under the Articles or the Companies Act may be served:

14.1.1 by hand;

- 14.1.2 by post;
 - 14.1.3 by suitable electronic means;
 - 14.1.4 through publication in the Charity's newsletter or on the Charity's website; or
 - 14.1.5 (where applicable to Members generally) may be published in any suitable journal or national newspaper, or any journal distributed by the Charity.
- 14.2 The only address at which a Member is entitled to receive notices sent by post is an address in the United Kingdom shown in the register of Members.
- 14.3 Any notice given in accordance with the Articles is to be treated for all purposes as having been received:
- 14.3.1 24 hours after being sent by electronic means, posted on the Charity's website or delivered by hand to the relevant address;
 - 14.3.2 two clear days after being sent by first class post to that address;
 - 14.3.3 three clear days after being sent by second class or overseas post to that address;
 - 14.3.4 on the day of publication of a newspaper containing the notice;
 - 14.3.5 immediately on being handed to the recipient personally; or, if earlier,
 - 14.3.6 as soon as the recipient acknowledges actual receipt.
- 14.4 A technical defect in service of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

15 EXCLUSION OF MODEL ARTICLES

Any model articles for a company limited by guarantee that may exist (including those constituting Schedule 2 to the Companies (Model Articles) Regulations 2008) are hereby expressly excluded.

16 INDEMNITY

- 16.1 The Charity shall indemnify every Trustee against any liability incurred in successfully defending legal proceedings in that capacity, or in connection with any application in which relief is granted by the Court from liability for negligence, default, or breach of duty or breach of trust in relation to the Charity.
- 16.2 In this Article, "Trustee" means any Trustee or former Trustee of the Charity.
- 16.3 The Charity may indemnify an auditor against any liability incurred by him or her:
- 16.3.1 in defending proceedings (whether civil or criminal) in which judgment is given in his or her favour or he or she is acquitted; or
 - 16.3.2 in connection with an application under section 1157 of the Companies Act 2006 (power of Court to grant relief in case of honest and reasonable conduct) in which relief is granted to him or her by the Court.

17 DISSOLUTION

- 17.1 If the Charity is dissolved, the assets (if any) remaining after provision has been made for all its liabilities must be applied in one or more of the following ways:

- 17.1.1 by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects;
 - 17.1.2 directly for the Objects or for charitable purposes which are within or similar to the Objects; or
 - 17.1.3 in such other manner consistent with charitable status as the Commission approve in writing in advance.
- 17.2 A final report and statement of account must be sent to the Commission.

18 INTERPRETATION

- 18.1 In the Articles, unless the context indicates another meaning:

the Articles: means the Charity's Articles of Association and 'Article' refers to a particular Article.

Chair: means the chair of the Trustees.

the Charity: means the company governed by the Articles.

the Charity year: means the year to 31 March and 'Charity year end' shall mean 31 March.

the Charities Act: means the Charities Acts 1992 to 2011.

charity trustee: has the meaning prescribed by the Charities Act.

clear day: does not include the day on which notice is given or the day of the meeting or other event.

the Commission: means the Charity Commission for England and Wales or any body which replaces it.

the Companies Act: means the Companies Act 2006.

Conflicted Trustee: means a Trustee in respect of whom a conflict of interest arises or may reasonably arise because the Conflicted Trustee or a Connected Person is receiving or stands to receive a benefit (other than payment of a premium for indemnity insurance) from the Charity, or has some separate interest or duty in a matter to be decided, or in relation to information which is confidential to the Charity.

Connected Person: means, in relation to a Trustee, a person with whom the Trustee shares a common interest such that he or she may reasonably be regarded as benefiting directly or indirectly from any material benefit received by that person, being either a member of the Trustee's family or household or a person or body who is a business associate of the Trustee, and (for the avoidance of doubt) does not include a company with which the Trustee's only connection is an interest consisting of no more than one per cent of the voting rights.

constitution: means the Memorandum and the Articles and any special resolutions relating to them.

custodian:	means a person or body who undertakes safe custody of assets or of documents or records relating to them.
electronic means:	refers to communications addressed to specified individuals by telephone, fax or email or, in relation to meetings, by telephone conference call or video conference.
financial expert:	means an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000.
financial year:	means the Charity's financial year.
firm:	includes a limited liability partnership.
indemnity insurance:	means insurance against personal liability incurred by any Trustee for an act or omission which is or is alleged to be a breach of trust or breach of duty, unless the act or omission amounts to a criminal offence or the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty.
material benefit:	means a benefit, direct or indirect, which may not be financial but has a monetary value.
Member and Membership:	refer to corporate Membership of the Charity.
Memorandum:	means the Charity's Memorandum of Association.
month:	means calendar month.
Multi Academy Trust:	means an academy as defined in Section 1 of the Academies Act 2010 which operates two or more schools.
nominee company:	means a corporate body registered or having an established place of business in England and Wales which holds title to property for another.
the Objects:	means the Objects of the Charity as defined in Article 3.
ordinary resolution:	means a resolution agreed by a simple majority of the Members present and voting at a general meeting or in the case of a written resolution by Members who together hold a simple majority of the voting power Where applicable, 'Members' in this definition means a class of Members.
resolution in writing:	means a written resolution of the Trustees.
School:	has the meaning attributed to it under Article 4 1.
Single Academy Trusts:	means an academy as defined in Section 1 of the Academies Act 2010 which operates one school.

special resolution:	means a resolution agreed by a 75% majority of the Members present and voting at a general meeting, provided that the text of the special resolution has been included in the notice of the general meeting, or in the case of a written resolution by Members who together hold 75% of the voting power. Where applicable, 'Members' in this definition means a class of Members.
taxable trading:	means carrying on a trade or business in such manner or on such a scale that some or all of the profits are subject to corporation tax.
Trustee and Trustees:	refer to a company law directors of the Charity.
written or in writing:	refers to a legible document on paper or a document sent by electronic means which is capable of being printed out on paper.
written resolution:	refers to an ordinary or a special resolution which is in writing.
year:	means calendar year.

18.2 Expressions not otherwise defined which are defined in the Companies Act have the same meaning.

18.3 References to an Act of Parliament are to that Act as amended or re-enacted from time to time and to any subordinate legislation made under it.