

Company Number: 04439859

THE COMPANIES ACTS 1985 to 2006

A COMPANY LIMITED BY GUARANTEE

AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

OF

UNITED LEARNING TRUST

Incorporated on 15 May 2002

Adopted 28 June 2018

SK | STONE KING

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## **1 DEFINED TERMS**

In these Articles, unless the context requires otherwise:

“Academies”	means schools operated by the Trust;
“Articles”	means the Trust’s Articles of association;
“Bankruptcy”	includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;
“CEO”	means the person (if any) who may be appointed by the Directors to be the Chief Executive Officer of the Company;
“Chair”	means the meaning given in Article 22;
“Commission”	means The Charity Commission;
“Companies Acts”	means the Companies Acts (as defined in section 2 of the Companies Act 2006) in so far as they apply to the Trust;
“Director”	means a Director of the Trust, 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 Companies Act 2006;
“Eligible Director”	means a Director who would be entitled to vote on any matter had it been proposed as a resolution at a Directors meeting;
“Financial Expert”	means an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;
“LGB”	means a committee of the Directors to which powers of the Directors shall have been delegated by board of the Directors in relation to the operation of one or more Academies;
“Member”	means the meaning given in section 112 of the Companies Act 2006;
“Objects”	means the objects of the Trust set out in Article 4.1;
“Ordinary Resolution”	means the meaning given in section 282 of the Companies Act 2006;
“Principal Sponsor”	means United Church Schools Trust, a company limited by guarantee registered as a charity with number 1016538;
“Secretary of State”	means the Secretary of State for Education and his successors;
“Special Resolution”	has the meaning given to it in section 283 of the Companies Act 2006;
“Subsidiary”	has the meaning given to it in section 1159 of the Companies Act 2006;
“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 and the word “written” shall be construed accordingly.

Other words or expressions contained in these Articles bear the same meaning as in the Companies Act 2006.

In these Articles any reference to a statute or a statutory provision shall include any statute or statutory provision which replaces or supersedes such statute or statutory provision including any modification or amendment thereto.

## **2 NAME**

The Trust's name is United Learning Trust (and in this document it is called "the Trust").

## **3 REGISTERED OFFICE**

The Trust's registered office is to be situated in England and Wales.

## **4 OBJECTS**

4.1 The Trust's objects are to advance for the public benefit education in the United Kingdom, in particular but without prejudice to the generality of the foregoing by establishing maintaining carrying on, managing and developing schools offering a broad curriculum with a strong emphasis on, but in no way limited to either one, or a combination of the specialisms, in all cases 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 ("the Academies");

4.2 The Objects shall be restricted in the manner set out in Article 4.1.

4.3 Article 4.1 may be amended by Special Resolution but only with the prior consent of the Commission.

## **5 POWERS**

In furtherance of the above the Objects but not further or otherwise the Trust may exercise the following powers:-

- (1) to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments, and to operate bank accounts in the name of the Trust;
- (2) to raise funds and to invite and receive contributions provided that in raising funds the Trust shall not undertake any substantial permanent trading activities and shall conform to any relevant statutory regulations;
- (3) to acquire, alter, improve and (subject to such consents as may be required by law) to charge or otherwise dispose of property;
- (4) subject to Article 6(6) below to employ such staff including a CEO as are necessary for the proper pursuit of the Objects and to make all reasonable and necessary

provision for the payments of pensions and superannuation to staff and their dependants;

- (5) to establish or support, whether financially or otherwise, any charitable trusts, associations or institutions formed for all or any of the Objects;
- (6) to co-operate and liaise with other charities including the Principal Sponsor, other independent and maintained schools, voluntary bodies and statutory authorities operating in furtherance of the Objects and to exchange information and advice with them;
- (7) to pay out of funds of the Trust the costs, charges and expenses of and incidental to the formation and registration of the Trust;
- (8) to establish maintain carry on manage and develop the Academies at locations to be determined by the Directors;
- (9) to offer scholarships, exhibitions, prizes and awards to pupils and former pupils, and otherwise to encourage and assist pupils and former pupils;
- (10) to provide educational facilities and services to students of all ages and the wider community for the public benefit;
- (11) to carry out research into the development and application of new techniques in education in particular in relation to the Academies' areas of curricular specialisations and to their approach to curriculum development and delivery and to publish the results of such research, and to develop means of benefiting from application of the experience of industry, commerce, other schools and the voluntary sector to the education of pupils in Academies;
- (12) subject to such consents as may be required by law to borrow and raise money for the furtherance of the Objects in such manner and on such security as the Directors may think fit;
- (13) to invest the moneys of the Trust not immediately required for the furtherance of the Objects in or upon such investments, securities or property as may be thought fit, to hold the same as investments and to sell, exchange, carry and dispose of the same, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law 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;

- (14) to delegate the management of investments to a Financial Expert, but only on terms that:
- (a) the investment policy is set down in Writing for the Financial Expert by the Directors; and
  - (b) timely reports of all transactions are provided to the Directors;
- (15) to provide indemnity insurance to cover the liability of Directors which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Trust: Provided that any such insurance shall not extend to any claim arising from any act or omission which the Directors knew to be a breach of trust or breach of duty or which was committed by the Directors in reckless disregard of whether it was a breach of trust or breach of duty or not and provided also that any such insurance shall not extend to the costs of any unsuccessful defence to a criminal prosecution brought against the Directors in their capacity as Directors;
- (16) to establish Subsidiary companies to carry on any trade or business for the purpose of raising funds for the Academies;
- (17) to purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges and to construct, maintain, fit out, equip and alter any buildings or erections which the Trust may think necessary for the promotion of the Objects;
- (18) to act as trustees or managers of any property, endowment, legacy, bequest or gift for charitable purposes only; and
- (19) to do all such other lawful things as are necessary for or are incidental to or conducive to the achievement of the Objects.

## **6 INCOME AND PROPERTY OF THE TRUST**

The income and property of the Trust shall be applied solely towards the promotion of the Objects and no part shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to members of the Trust, and no Director shall be appointed to any office of the Trust paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Trust. Provided that nothing in this document shall prevent the payment in good faith by the Trust:-

- (1) of reasonable and proper remuneration or other material benefit to any Director or to any firm or company of which a Director is a partner, member, employee, director or

officer, for the supply of goods or services including legal, accountancy or other professional services: Provided that the goods or services are actually required by the Trust, the nature and level of remuneration or other material benefit is no more than is reasonable in relation to the value of the goods or services, that at no time shall a majority of the Directors benefit under this provision and that a Director shall withdraw from any meeting at which his or her appointment or remuneration, or that of his or her firm or company, is under discussion;

- (2) of reasonable and proper remuneration for any services rendered to the Trust by any member, officer or servant of the Trust who is not a Director;
- (3) of interest on money lent by any member of the Trust or Director at a reasonable and proper rate per annum not exceeding 2 per cent less than the published base lending rate of a clearing bank to be selected by the Directors;
- (4) of reasonable and proper rent (as determined by an independent valuer appointed by the Trust) for premises demised or let by any member of the Trust or a Director;
- (5) to any Director of reasonable out-of-pocket expenses;
- (6) of reasonable and proper remuneration to any Director who is employed by the Trust: Provided that at no time shall a majority of the Directors benefit under this provision and that a Director shall withdraw from any meeting at which his or her appointment, remuneration or terms or conditions specific to him or her are under discussion;
- (7) of any premium in respect of any indemnity insurance to cover the liability of the Directors which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default or breach of trust or breach of duty of which they may be guilty in relation to the Trust: Provided that any such insurance shall not extend to any claim arising from any act or omission which Directors knew to be a breach of trust or breach of duty or which was committed by the Directors in reckless disregard to whether it was a breach of trust or breach of duty or not and provided also that any such insurance shall not extend to the costs of any unsuccessful defence to a criminal prosecution brought against Directors in their capacity as directors of the Trust.

## **7 LIMITED LIABILITY**

The liability of the members of the Trust is limited.

## **8 GUARANTEE**

Every member of the Trust undertakes to contribute such amount as may be required (not exceeding £10) to the Trust's assets if it should be wound up while he or she is a member or

within one year after he or she ceases to be a member, for payment of the Trust's debts and liabilities before he or she ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.

## **9 DISSOLUTION**

If the Trust is wound up or dissolved and after all its debts and liabilities (including any under section 483 of the Education Act 1996) have been satisfied there remains any property it shall be given or transferred to the Principal Sponsor or to some other charity or charities having objects similar to the Objects which prohibits the distribution of its or their income and property to an extent at least as great as is imposed on the Trust by Article 6, chosen by the Principal Sponsor at or before the time of dissolution and if that cannot be done then to some other charitable object.

## **10 ALTERATIONS OF THESE ARTICLES**

No alteration or addition shall be made to or in the provisions of the Articles which would have the effect (a) that the Trust would cease to be a company to which Section 30 of the Companies Act 1985 applies; (b) which is inconsistent with the provisions of Section 64 of the Charities Act 1993; or (c) that the Trust would cease to be a charity.

## **11 PRINCIPAL SPONSOR**

11.1 The sole member of the Trust shall be the Principal Sponsor.

11.2 Except as otherwise provided in the Articles, decisions of the Principal Sponsor shall be made by written resolution in accordance with the Companies Act 2006.

## **12 APPOINTMENT AND REMOVAL OF DIRECTORS**

12.1 The number of Directors shall not be less than three and there shall be no limit on the number of Directors that may be appointed.

12.2 The Principal Sponsor may, by notice in Writing to the Trust, appoint and remove the Directors provided that any person so appointed is willing to act as a Director and is permitted by law to do so and is permitted to be and to remain as a Director by Articles 28 and 29.

12.3 A technical defect in the appointment of a Director of which the Directors are unaware at the time shall not invalidate decisions taken at a meeting of Directors or in accordance with Article 19.

12.4 Subject to Articles 12.5 and 13, unless reappointed by the Principal Sponsor at the end of his term of office, the term of office of each Director shall be limited to three years. The maximum period of office of a Director shall not exceed nine years in aggregate.



- 12.5 Any Director who at the date of adoption of these Articles has been in office for more than:
- (a) three years but less than six years shall retire on the sixth anniversary of his or her original appointment;
  - (b) six years but less than nine years shall retire on the ninth anniversary of his or her original appointment; and
  - (c) more than nine years shall, unless otherwise determined by unanimous resolution of the Eligible Directors, retire at the end of the first meeting of the Directors after the adoption of these Articles.

### **13 CEO**

13.1 Subject to the CEO

- (1) consenting to becoming a Director;
- (2) being permitted to by law to be a Director; and
- (3) being permitted to be and remain as a Director in accordance with Articles 28 and 29;

the CEO may be appointed by the Member as a Director.

13.2 The provisions of Articles 12.2, 12.4 and 12.5 shall not apply to the CEO.

13.3 If appointed as a Director, the CEO may remain in post as a Director until such time as he ceases to hold office as the CEO or, if earlier, if the Member determines that the CEO's role as a Director should cease.

13.4 Notwithstanding Article 6 the CEO may be employed and paid by the Company or the Principal Sponsor reasonable and proper remuneration for his services as CEO PROVIDED THAT the CEO shall not be counted as participating in the decision-making process for quorum or voting purposes in relation to his or her appointment or removal as CEO or his or her remuneration or as CEO or his or her performance as CEO.

### **14 DIRECTORS' GENERAL AUTHORITY**

Subject to the Articles, the Directors are responsible for the management of the Trust's affairs, for which purpose they may exercise all the powers of the Trust.

### **15 PRINCIPAL SPONSOR'S RESERVE POWER**

The Principal Sponsor may, by written Special Resolution, direct the Directors to take, or refrain from taking, specified action. No such written Special Resolution shall invalidate anything which the Directors have done before the passing of the resolution.

## **16 DIRECTORS MAY DELEGATE**

- 16.1 Subject to the Articles, the Directors may delegate any of the powers which are conferred on them under the Articles to such person, including the CEO or a principal of an Academy, or committee, including LGBs, by such means (including by power of attorney), to such an extent, in relation to such matters or Academies, and on such terms and conditions as they think fit. It is not necessary for a Director to be a member of any committee.
- 16.2 If the Directors so specify, any such delegation may authorise further delegation of the Directors' powers by any person to whom they are delegated.
- 16.3 The Directors may at any time revoke any delegation in whole or part or alter its terms and conditions.
- 16.4 The proceedings of all committees to which powers of the Directors may be delegated shall be reported promptly to the Directors.
- 16.5 The Directors may appoint and remove the chair of each LGB and may appoint and remove other members of each LGB. Unless reappointed, the appointment of a chair of an LGB shall be for a term of not more than three years.

## **17 COMMITTEES**

- 17.1 Committees, including LGBs, to which the Directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by Directors.
- 17.2 The Directors may make rules of procedure for all or any committees, which prevail over rules derived from the Articles if they are not consistent with them.

## **18 DIRECTORS TO TAKE DECISIONS COLLECTIVELY**

The general rule about decision-making by Directors is that any decision of the Directors must be either a majority decision of Eligible Directors present at a meeting or a decision taken in accordance with Article 19.

## **19 DECISIONS OF DIRECTORS MADE OUTSIDE A DIRECTORS' MEETING**

- 19.1 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.
- 19.2 Such a decision may take the form of a resolution in Writing, copies of which have been signed by each Eligible Director or to which each Eligible Director has otherwise indicated agreement in Writing.

19.3 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.

## **20 CALLING A DIRECTORS' MEETING**

20.1 Any Director may call a Directors' meeting by giving at least five clear days' notice of the meeting to the Directors or by authorising the company secretary of the Trust (if any) to give such notice.

20.2 Notice of any Directors' meeting must indicate:

- a) its proposed date and time;
- b) where it is to take place; and
- c) if it is anticipated that Directors 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.

20.3 Notice of a Directors' meeting must be given to each Director, but need not be in Writing.

## **21 PARTICIPATION IN DIRECTORS' MEETINGS**

21.1 Subject to the Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when:

- a) the meeting has been called and takes place in accordance with the Articles; and
- b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

21.2 In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.

21.3 If all the Directors participating in a 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.

## **22 QUORUM FOR DIRECTORS' MEETINGS**

22.1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

22.2 The quorum for Directors' meetings may be fixed from time to time by a decision of the Directors, but it must never be less than three Eligible Directors and unless otherwise fixed it is three Eligible Directors.

- 22.3 If the total number of Eligible Directors for the time being is less than the quorum required, the Directors must not take any decision until the Principal Sponsor shall have appointed sufficient additional Directors to ensure that there is a quorum.

## **23 CHAIRING OF DIRECTORS' MEETINGS**

- 23.1 The Directors may appoint a Director to chair their meetings.
- 23.2 The person so appointed for the time being is known as the Chair.
- 23.3 The Directors may terminate the Chair's appointment at any time.
- 23.4 If the Chair 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.
- 23.5 A person who is employed by the Company or the Principal Sponsor (including the CEO) shall not be Chair.

## **24 CASTING VOTE**

If the numbers of votes for and against a proposal are equal, the Chair or other Director chairing the meeting has a casting vote unless in accordance with the Articles, the Chair or other Director is not to be counted as participating in the decision-making process for quorum or voting purposes.

## **25 PARTICIPATION IN MEETINGS AT WHICH A DIRECTOR HAS A CONFLICT OF INTEREST**

- 25.1 If a proposed decision of the Directors is concerned with an actual or proposed transaction or arrangement with the Trust in which a Director is interested (in accordance with Article 30 or otherwise), that Director is not to be counted as participating in the decision-making process for quorum or voting purposes.
- 25.2 For the purposes of this Article, references to proposed decisions and decision-making processes include any Directors' meeting or part of a Directors' meeting.
- 25.3 If a question arises at a meeting of Directors or of a committee of Directors as to the right of a Director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the Chair whose ruling in relation to any Director other than the Chair is to be final and conclusive.
- 25.4 If any question as to the right to participate in the meeting (or any part of the meeting) should arise in respect of the Chair, the question is to be decided by a decision of the Directors at

that meeting, for which purpose the Chair is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

25.5 This Article 25 also applies to decisions of and members of any committee of the Directors as if the members of such committee were Directors.

## **26 RECORDS OF DECISIONS TO BE KEPT**

The Directors must ensure that the Trust keeps a record, in Writing, for at least 10 years from the date of the decision recorded, of every decision taken by the Directors.

## **27 DIRECTORS' DISCRETION TO MAKE FURTHER RULES**

Subject to the Articles, the Directors may make any rule which they think fit about how they take, or any committee of the Directors takes, decisions, and about how such rules are to be recorded or communicated to Directors or to members of such committees.

## **28 TERMINATION OF A DIRECTOR'S APPOINTMENT**

28.1 A person ceases to be a Director as soon as:

- (1) that person ceases to be a Director by virtue of any provision of the Companies Act 2006 or is prohibited from being a Director by law;
- (2) a Bankruptcy order is made against that person;
- (3) a composition is made with that person's creditors generally in satisfaction of that person's debts;
- (4) a registered medical practitioner who is treating that person gives a written opinion to the Trust stating that that person has become physically or mentally incapable of acting as a Director and may remain so for more than three months;
- (5) 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;
- (6) notification is received by the Trust from the Director that the Director is resigning from office, and such resignation has taken effect in accordance with its terms unless at the date the resignation is due to take effect there shall be fewer than three Directors of the Trust;
- (7) notification is received by the Trust from the Principal Sponsor removing the Director from office as a Director unless at the date such removal is due to take effect there shall be fewer than three Directors of the Trust.

- 28.2 This Article 28 also applies to any member of a committee of the Directors who is not a Director as if he were a Director.
- 28.3 Whereby, by virtue of the Articles, a person becomes disqualified from holding, or continuing to hold office as a Director, he or she shall immediately upon being so disqualified give written notice of that fact to the Trust at its registered office.

## **29 DISQUALIFICATION OF DIRECTORS**

- 29.1 No person shall be qualified to be a Director unless he or she is aged 18 or over at the date of his appointment. No pupil of any Academies shall be a Director.
- 29.2 A Director shall cease to hold office if he or she is absent without the permission of the Directors from all their meetings held within a period of 12 months and the Directors resolve that his office be vacated.
- 29.3 A person shall be disqualified from holding or continuing to hold office as a Director at any time when he or she is subject to a disqualification order under the Companies Directors Disqualification Act 1986
- 29.4 A Director shall cease to hold office if he or she ceases to be a Director by virtue of any provision in the Companies Act 2006 or is disqualified from acting as a trustee of a charity by virtue of section 178 of the Charities Act 2011 or is disqualified from acting as a Director or a trustee of a charity for any other reason.
- 29.5 A person shall be disqualified from holding or continuing to hold office as a Director if he or she has been removed from the office of charity trustee or trustee for a charity by an order made by the Commission or the High Court on the grounds of any misconduct or mismanagement in the administration of the charity for which he or she was responsible or to which he or she was privy, or which he or she by his or her conduct contributed to or facilitated.
- 29.6 A person shall be disqualified from holding or continuing to hold office as a Director at any time when he or she is:
- (1) included in the list of teachers and workers with children or young persons whose employment is prohibited or restricted under section 1 of the Protection of Children Act 1999;
  - (2) subject to a direction of the Secretary of State under section 218 of the Education Reform Act 1988;
  - (3) disqualified from working with children under sections 28 and 29 of the Criminal Justice and Court Services Act 2000; or

(4) by virtue of an order made under section 142 of the Education Act 2002 disqualified from being the proprietor of any independent school or from being a teacher or other employee in any school.

29.7 A person shall be disqualified from holding or continuing to hold office as a Director where he or she has, at any time, refused a request by the company secretary of the Trust to make an application under section 113 of the Police Act 1997 for a criminal records certificate.

29.8 Where, by virtue of these Articles a person becomes disqualified from holding, or continuing to hold office as a Director and he or she is, or is proposed to become, such a Director, he or she shall upon becoming so disqualified give written notice of that fact to the company secretary of the Trust.

29.9 This Article 29 also applies to any member of any committee of the Directors who is not a Director as if he or she were a Director.

### **30 DIRECTORS' CONFLICTS OF INTEREST**

30.1 Any Director who has any such duty or pecuniary interest (direct or indirect) which conflicts or may conflict with his or her duties to the Trust shall disclose that fact to the Directors as soon as he or she becomes aware of it.

30.2 A Director shall be treated as having a pecuniary interest in a contract or proposed contract or other arrangement with the Trust if:

(1) he or she is a director or a member holding more than 1/100<sup>th</sup> of the issued share capital of a company with which the contract or arrangement was made or is proposed to be made or which has a direct pecuniary interest in the matter under consideration; or

(2) he or she is a partner in a partnership or member of an unincorporated association or any other body with whom the contract or arrangement was made or is proposed to be made or which has a direct pecuniary interest in the matter under consideration; or

(3) he or she, or a partner of his and her, is in the employment of a person with whom the contract was made or is proposed to be made or who has a direct pecuniary interest in the matter under consideration.

30.3 For the purposes of Articles 30.1 and 30.2, an interest of a person who is, within the meaning of section 252 of the Companies Act 2006, connected with a Director shall be treated as an interest of the Director. This shall include:

(1) that Director's spouse, child or stepchild; or

- (2) a body corporate with which the Director is associated (i.e. if that Director and persons connected with him or her together are interested in shares comprising at least 1/100th of the share capital of the company or are entitled to exercise more than 1/100th of the voting power at any general meeting of that company); or
- (3) a person acting in his capacity as trustee of any trust the beneficiaries of which include:
  - (a) the Director, his or her spouse or any children or stepchildren of his; or
  - (b) a body corporate with which he or she is associated; or
  - (c) a person acting in his or her capacity as a partner of that Director or of any person who, by virtue of paragraphs (1), (2) or (3) above, is connected with that Director.

### **31 DIRECTORS' AUTHORISATION OF DIRECTOR'S CONFLICT OF INTEREST**

31.1 The Directors may (subject to any terms and conditions as they may think fit, and subject always to their right at any time to vary or terminate such authorisation) authorise, pursuant to section 175 of the Companies Act 2006, any matter which would otherwise result in a Director infringing his or her duty to avoid a situation in which he or she has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Trust and which may reasonably be regarded as likely to give rise to a conflict of interest (including a conflict of interest and duty or conflict of duties).

31.2 If a matter has been authorised by the Directors in accordance with this Article, then, subject in any such case to any limits or conditions attached to such authorisation by the Directors:

- (1) the authorisation shall extend to any other actual or potential conflict of interest or duty which may reasonably be expected to arise out of the matter so authorised;
- (2) the Director shall not be required to disclose to the Trust, or to use or apply, in performing his or her duties as Director, any confidential information relating to such matter, if to do so would result in a breach of a duty or obligation of confidence owed by him or her in relation to that matter;
- (3) the Director shall be entitled to accept any benefit which he or she may derive from that matter, and he or she shall not be accountable to the Trust for any benefit which he or she or a person connected with him or her may derive from any such matter;
- (4) no transaction or arrangement in relation to such matter shall be liable to be avoided on the ground of the Director's interest, duty or benefit; and
- (5) the Director shall not be in breach of any of his or her general duties to the Trust as a Director in relation to such matter, so long as he or she does not infringe these Articles and any terms and conditions of the authorisation in relation to such matter.



31.3 Articles 31.1 and 31.2 are without prejudice to the operation of any other provision or procedure concerning the Director's conflict of interest.

## **32 DIRECTOR'S INDEMNITIES**

32.1 Subject to the provisions of the Companies Acts but without prejudice to any indemnity to which a Director may otherwise be entitled, every Director or other officer of the Trust may be indemnified out of the assets of the Trust against any liability attaching to him in connection with any negligence, default, breach of duty or breach of trust in relation to the Trust, provide that this Article 32.1 shall be deemed not to provide for, or entitle any such person to, indemnification to the extent that it would cause this Article 32.1, or any element of it, to be treated as void under the Companies Acts.

## **33 THE SEAL**

33.1 Any common seal may only be used by the authority of the Directors.

33.2 The Directors may decide by what means and in what form any common seal is to be used.

33.3 Unless otherwise decided by the Directors, if the Trust has a common seal and it is affixed to a document, the document must also be signed by at least two authorised persons.

33.4 For the purposes of this Article, an authorised person is:

- (1) any Director of the Trust;
- (2) the company secretary of the Trust (if any); or
- (3) any person authorised by the Directors for the purpose of signing documents to which the common seal is applied.

## **34 COMMUNICATIONS**

34.1 Notices and other documents to be served on the Principal Sponsor or Directors under the Articles or the Companies Acts may be served:

- (1) by hand;
- (2) by post;
- (3) in Electronic Form.

34.2 The address at which the Principal Sponsor is entitled to receive notices sent by post is an address in the United Kingdom shown in the register of members.

34.3 Any notice given in accordance with the Articles is to be treated for all purposes as having been received

- (1) 24 hours after being sent in Electronic Form or delivered by hand to the relevant address;
- (2) two clear days after being sent by first class post to that address;
- (3) three clear days after being sent by second class or overseas post to that address;
- (4) immediately on being handed to the recipient personally;

or if earlier as soon as the recipient acknowledges actual receipt.

34.4 A technical defect in service of which the Directors are unaware at the time does not invalidate decisions taken at a meeting.

### **35 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.