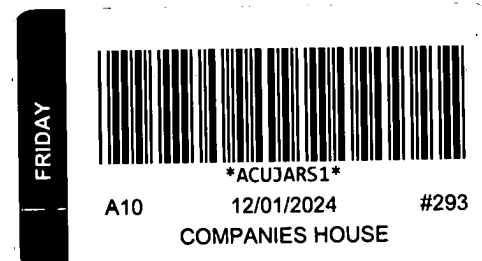


13th October 2016

As amended by special resolution on 10 January 2024

ARTICLES OF ASSOCIATION
OF
ASKEL VEUR THE DIOCESE OF TRURO ACADEMIES UMBRELLA COMPANY LIMITED
COMPANY NUMBER: 07817737



THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY GUARANTEE
ARTICLES OF ASSOCIATION
OF
ASKEL VEUR THE DIOCESE OF TRURO ACADEMIES UMBRELLA COMPANY LIMITED

PREAMBLE

- (a) This Charity has been set up by the Truro Diocesan Board of Education to support Church of England schools and academies and other schools across the Diocese.
- (b) Our vision is that all schools in the Diocese provide a good academic education and that children learn in a loving environment which enables them to acquire wider lifelong skills and flourish throughout their lives Church schools in particular offer education underpinned by a strong Christian ethos and Gospel values.
- (c) As academy trusts rather than local authorities will have sole responsibility for:
 - (i) the standard of education provided at the academies operated by them;
 - (ii) school improvement and
 - (iii) their conduct of the academies

Askel Veur performs a role in the Diocese in helping/supporting Church of England Academy Trusts and others who choose to work with us to fulfil these responsibilities in relation to their schools/academies. As a Member of each of the Church of England Multi-Academy Trusts Askel Veur also challenges and holds governors to account.

- (d) The Charity can also operate as a sponsor or co-sponsor of Academies including Church of England Academies in the Diocese and elsewhere as required.
- (e) The Charity may also undertake other roles/activities pursuant to its Objects and the description of particular roles/activities in the Preamble in no way limits the role and activities that Charity can properly undertake pursuant to its Objects.

INTRODUCTION

1 INTERPRETATION

1.1 In these Articles, unless the context otherwise requires:

"Academy"	means an academy pursuant to arrangements under the Academies Act 2010 and/or an academy pursuant to arrangements under Section 482 Education Act 1996;
"Act"	means the Companies Act 2006;
"Articles"	means the Charity's articles of association for the time being in

force

"Board"	means the Board of Trustees of the Charity from time to time;
"business day"	means any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business;
"Charity"	means Askel Veur The Diocese of Truro Academies Umbrella Company, the charitable company intended to be regulated by these Articles;
"Church of England Academy"	means an Academy designated as having a Church of England religious character under the Religious Character of Schools (Designation Procedure) (Independent Schools) (England) Regulations 2003; or an Academy that meets the requirement for designation under the Religious Character of Schools (Designation Procedure) (Independent Schools) (England) Regulations 2003 and is certified to be a Church of England Academy by the Diocesan Board of Education;
"Church of England Academy Trust"	means an academy trust company which is running one or more Church of England Academies;
"Deed of Adherence"	means a formal agreement signed by an Educational Institution not listed in Schedule 1 to the Collaboration Agreement confirming their agreement to be bound by the terms of that Agreement;
"Diocesan Bishop"	means the Bishop of the Diocese or a Diocesan Official appointed by him for the role to be undertaken by the Diocesan Bishop in these Articles;
"Diocesan Board of Education"	means that body set up within the Diocese in accordance with the Diocesan Boards of Education Measure 1991 (as amended) or any successor body;
"Diocesan Director of Education"	means that person duly appointed to that role within the Diocese in accordance with the provisions of the Diocesan Boards of Education Measure 1991 (as amended) or by any successor body;
"Diocese"	means the Diocese of Truro;
"Educational Institution"	means an Academy or a Maintained School;
"Eligible Trustee"	means a Trustee who would be entitled to vote on the matter at a meeting of Trustees (but excluding any Trustee whose vote is not to be counted in respect of the particular matter);

"Maintained School" means any school maintained by a local authority pursuant to its education functions which, for the avoidance of doubt includes a community school, a foundation school, a cooperative trust school, a voluntary aided school or a voluntary controlled school.

- 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 "article" is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.5 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time taking account of:
 - (a) any subordinate legislation from time to time made under it; and
 - (b) any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.6 Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.7 In these Articles, unless the contrary intention appears, words importing the singular number include the plural number and vice versa and words importing one gender include the other genders.
- 2 The registered office of the Charity is to be situated in England and Wales.

OBJECTS

- 3 The Charity's objects (the "Objects") are to advance for the public benefit education in the Diocese of Truro or elsewhere, in particular but not exclusively, by:
 - 3.1 promoting the efficiency and effectiveness of Educational Institutions and the efficient and effective application of resources for such purposes including by promoting and disseminating models of good practice and by the delivery of support services generally to such institutions;
 - 3.2 advancing the education of people who work or volunteer in or govern, Educational Institutions in order to assist those persons to deliver a high quality education to the pupils and to communities served by those institutions;
 - 3.3 establishing and maintaining Academies (primarily but not exclusively Church of England Academies) under the direction of the Diocesan Board of Education (fostering the Christian ethos and practice of educational institutions).

- 4 The Objects are to be conducted in accordance with the principles of the Church of England.
- 5 Articles 3.1 to 3.3 inclusive may be amended by special resolution but only with the prior written consent of the Charity Commission.

POWERS

- 6 The Charity shall have power to do anything that a natural or corporate person can lawfully do which is necessary and expedient to achieve its Objects, except as expressly prohibited in these Articles and in particular it has powers:
 - 6.1 to be a corporate member of each Church of England Academy Trust in the Diocese or elsewhere and in that capacity to use all reasonable endeavours to ensure that statutory inspections take place as required by Education Acts, support improvement and transformation of standards and require accountability to the Members of each Church of England Academy Trust in respect both of ethos and of standards;
 - 6.2 to exercise towards such Academies such powers, responsibilities and duties as the Diocesan Board of Education may from time to time determine;
 - 6.3 to act as a sponsor of Church of England Academies where a sponsor regime is required by Department for Education practice both within the Diocese and elsewhere (when and only when requested to undertake such a role by the Diocesan Board of Education of the diocese within which such an Academy may be situated);
 - 6.4 to be a corporate member of co-operative trusts and other Academy Trusts within the Diocese or elsewhere, as the Diocesan Board of Education may from time to time determine;
 - 6.5 to act as a sponsor of co-operative trusts and other academy trusts within the Diocese or elsewhere, where a sponsor regime is required by Department for Education practice (when and only when undertaking such a role is agreed by the Diocesan Board of Education of the diocese within which such an Academy may be situated);
 - 6.6 to provide or procure the provision of advice, services or information to Church of England Academies and maintained schools in the Diocese and to such other Educational Institutions as may request the same;
 - 6.7 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 Charity;
 - 6.8 to acquire, alter, improve, and (subject to such consents as may be required by law) to charge, dispose or otherwise turn to account all or any part of the property and rights of the Charity;
 - 6.9 to provide educational facilities and services to students of all ages and the wider community;
 - 6.10 to employ such staff as are necessary for the proper pursuit of the Objects and to make all reasonable and necessary provision for the payments of pensions and superannuation to staff and their dependents;
 - 6.11 to subscribe or guarantee money for any national, local, charitable, benevolent, public, general or useful object or for any exhibition or other purpose which may be considered likely, directly or indirectly, to further the Objects of the Charity;

- 6.12 to pay out of funds of the Charity the costs, charges and expenses of and incidental to the formation and registration of the Charity;
- 6.13 to borrow and raise money (subject to such consents as may be required by law) for the furtherance of the Objects in such manner and on such security as the Charity may think fit;
- 6.14 to invest the monies of the Charity not immediately required for the furtherance of its Objects in such investments as may be thought proper, and to hold, sell or otherwise deal with such investments;
- 6.15 to amalgamate or enter into any partnership or any joint purse or profit sharing arrangement, or co-operate in any way with any person, firm, or company carrying on or proposing to carry on any business or operation within the objects of the Charity, and to assist any such person, firm or company;
- 6.16 to apply for, promote and obtain any Act of Parliament, or other licence, permission or authority for enabling the Charity to carry any of the Objects into effect, or for effecting any modification of the Charity's constitution, or for any other purpose which may seem expedient;
- 6.17 to oppose any proceedings or applications which may seem calculated, directly or indirectly to prejudice the Charity's interests, and to enter into any arrangements with any governments or authorities, supreme, municipal, local or otherwise, or any corporations, companies or persons, that may seem conducive to the attainment of the Charity's objects or any of them;
- 6.18 to act as agents or brokers and as trustees for any person, firm or company, to undertake and perform sub-contracts, and to act in any of the businesses of the Charity through or by means of agents, brokers, subcontractors or others;
- 6.19 to promote any company for the purpose of acquiring all or any of the property or undertaking any of the liabilities of the Charity, the promotion of which shall be considered to be calculated to advance directly or indirectly the Objects of the Charity;
- 6.20 to insure any of the property or assets of the Charity against any insurable risk or risks and to effect, purchase or take assurances on the lives of any debtors to the Charity, or on the lives of any other persons in whom the Charity may have an insurable interest;
- 6.21 to sell and in any other manner deal with or otherwise dispose of the whole or any part of the business or property of the Charity for such consideration as the Charity may think fit, and in particular for shares, debentures, debenture stock, or securities of any other organisation;
- 6.22 to provide indemnity insurance to cover the liability of Trustees which by virtue of any rule of law would attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Charity, provided that any such insurance shall not extend to any claim arising from any act or omission which the Trustees knew to be breach of trust or breach of duty or which was committed by the Trustees in reckless disregard of whether it was a breach of trust or a breach of duty or not and provided also that any such insurance shall not extend to the costs of any unsuccessful defence to a criminal prosecution brought against the Trustees in their capacity as Trustees; and
- 6.23 to do all such other lawful things as are necessary for or incidental to or conducive to the achievement of the Objects.

- 7 The income and property of the Charity shall be applied solely towards the promotion of the Objects and whilst the Charity is trading no portion of its income or property shall be paid or transferred to any Member of the Charity PROVIDED THAT nothing shall prevent the Charity from making payment in good faith at a reasonable and proper rate to any Member, Trustee, officer or servant of the Charity in respect of remuneration for services rendered, interest on moneys lent, rent for premises demised or reimbursement of out-of-pocket expenses.

MEMBERS

- 8 The subscribers to the Charity's memorandum of association and such other persons as are admitted to membership in accordance with the Articles shall be Members of the Charity.

- 9 The Members of the Charity shall comprise:

- 9.1 the Diocesan Board of Education acting by the hand of a duly authorised representative; and,

- 9.2 the Diocesan Bishop;

- 9.3 any person appointed under Article 10.

- 10 The Diocesan Board of Education and the Diocesan Bishop may agree unanimously in writing to appoint such additional Members as they think fit.

- 11 All Members agree when acting as Members they shall act at all times in the interests of the Charity and in order to attain the Objects. Every person nominated and agreeing to become a Member shall sign a written consent to become a Member or on becoming a Member. Membership shall not be transferable.

- 12 A Member shall immediately cease to be a Member of the Charity if:

- 12.1 a Member (which is a corporate entity) ceases to exist and is not replaced by a successor institution;

- 12.2 a Member (which is an individual) dies or becomes incapable by reason of illness or injury of managing and administering his or her own affairs;

- 12.3 a Member becomes insolvent or makes any arrangement or composition with that Member's creditors generally;

- 12.4 their membership is terminated in accordance with Article 13.

- 13 Membership of the Charity shall be terminated on the date set out in any special resolution passed at a general meeting resolving that such Member's membership is terminated subject to the following:

- 13.1 the Member must be given at least 30 days' written notice in advance of the general meeting. The notice to the Member must set out particulars as to the reasons why termination of membership is in the interests of the Charity, and must request the Member to attend the meeting to answer the particulars;

- 13.2 at the general meeting called for this purpose the Members shall consider the evidence. The meeting may take place even if the Member does not attend;

- 13.3 if the resolution to terminate the Member's membership of the Charity is passed in accordance with this Article, the Member shall immediately cease to be a Member.

LIABILITY OF MEMBERS

14

- 14.1 The liability of the Members is limited to £10.
- 14.2 Every Member of the Charity undertakes to contribute such amount as may be required, not exceeding £10, to the Charity's assets if it should be wound up whilst he is a Member or within one year after he ceases to be a Member, for payment of the Charity's debts and liabilities contracted before he ceases to be a Member, and of the costs, charges and expenses of winding up, and for the adjustments of the rights of the contributions among themselves.
- 14.3 If the Charity is wound up or dissolved and after all its debts and liabilities have been satisfied there remains any property it shall not be paid to or distributed among the Members of the Charity, but shall be given or transferred to some other Charity or charities having objects similar to the Objects which prohibits the distribution of its income and property to an extent as is imposed by the Charity, chosen by the Members of the Charity at or before the time of dissolution and if that cannot be done then some other charitable object.

ORGANISATION OF GENERAL MEETINGS

15 General meetings

- 15.1 The Trustees of the Charity shall call an annual general meeting each year ("**Annual General Meeting**"):
- (a) where the Trustees shall present a report and review of the activities of the Charity over the preceding 12 months;
 - (b) to appoint Trustees to the Board pursuant to the provision of these Articles; and
 - (c) to conduct any other business set out in the notice convening such Annual General Meeting.
- 15.2 All meetings other than the Annual General Meeting shall be called "**General Meetings**".
- 15.3 The Trustees may call General Meetings and, on the requisition of Members pursuant to the provisions of the Act, shall forthwith proceed to convene a General Meeting in accordance with that Act.
- 15.4 The Annual General Meeting and General Meetings shall collectively be referred to as "**Meetings**".

16 Notice of Meetings

- 16.1 Meetings shall be called by at least fourteen clear days' notice but 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 and together representing not less than 90% of the total voting rights at that meeting.
- 16.2 The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an Annual Meeting, shall specify the meeting as such. The notice shall also state that the Member is entitled to appoint a proxy. The notice

shall be given to all the Members, the Trustees, the signatories to the Collaboration Agreement (or to a Deed of Adherence to that Collaboration Agreement) and the auditors.

- 16.3 The accidental omission to give notice of a Meeting to, or the non- receipt of notice of a Meeting by, any person entitled to receive notice shall not invalidate the proceedings at that Meeting.

17 Proceedings at Meetings

- 17.1 No business shall be transacted at any Meeting unless a quorum is present. A Member counts towards the quorum by being present either in person or by proxy.
- 17.2 A person may attend a Meeting by telephone or by any suitable electronic means by which all those participating in the Meeting are able to communicate with all other participants.
- 17.3 A person so participating by telephone or other communication shall be deemed to be present in person at the Meeting and shall be counted in a quorum and entitled to vote. A meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no group which is larger than any other group, where the chair of the Meeting is located at that time.
- 17.4 Two persons entitled to vote upon the business to be transacted, each being a Member or a proxy of a Member or a duly authorised representative of a Member organisation, shall constitute a quorum PROVIDED THAT at least one of these persons must be a duly authorised representative of the Diocesan Board of Education, or the Diocesan Bishop.
- 17.5 If a quorum is not present within half an hour from the time appointed for the Meeting, or if during a meeting a quorum ceases to be present, the Meeting shall stand adjourned to such other time and place as the Trustees may determine.
- 17.6 The Members present and entitled to vote at a Meeting shall elect by ordinary resolution one of their number to be the chair for the Meeting.
- 17.7 The Trustees may make whatever arrangements they consider appropriate to enable those attending a Meeting to exercise their rights to speak or vote at it.

18 Votes of Members

- 18.1 A resolution put to the vote of a Meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the Articles.
- 18.2 A poll on a resolution may be demanded:
- (a) in advance of the Meeting where it is to be put to the vote, or
 - (b) at a Meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared
- 18.3 A poll may be demanded by:
- (a) the chairman of the Meeting;
 - (b) by at least two Members having the right to vote at the Meeting; or
 - (c) by a Member or Members representing not less than one- tenth of the total voting rights of all the Members having the right to vote at the Meeting.

- 18.4 The demand for a poll may be withdrawn, before the poll is taken, but only with the consent of the chairman of the Meeting. The withdrawal of a demand for a poll shall not invalidate the result of a show of hands declared before the demand for the poll was made.
- 18.5 Polls must be taken immediately and in such manner as the chairman of the Meeting directs.
- 18.6 A resolution in writing agreed by such number of Members as required if it had been proposed at a Meeting shall be as effectual as if it had been passed at a Meeting duly convened and held provided that a copy of the proposed resolution has been sent to every Member. The resolution may consist of several instruments in the like form each agreed by one or more Members.

19 Proxy notices

- 19.1 Proxies may only validly be appointed by a notice in writing delivered to the Secretary at least 48 hours in advance of the meeting (a "proxy notice") which:
- (a) states the name and address of the Member appointing the proxy;
 - (b) identifies the person appointed to be that Member's proxy and the Meeting in relation to which that person is appointed;
 - (c) is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the Trustees may determine; and
 - (d) is delivered to the Charity in accordance with the Articles and any instructions contained in the Notice of the Meeting to which they relate.
- 19.2 The Charity may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes. Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 19.3 Unless a proxy notice indicates otherwise, it must be treated as:
- (a) identifies the person appointed to be that Member's proxy and the Meeting in relation to which that person is appointed;
 - (b) is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the Trustees may determine; and
 - (c) is delivered to the Charity in accordance with the Articles and any instructions contained in the Notice of the Meeting to which they relate.
 - (d) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
 - (e) appointing that person as a proxy in relation to any adjournment of the Meeting to which it relates as well as the meeting itself.
- 19.4 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a Meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Charity by or on behalf of that person.
- 19.5 An appointment under a proxy notice may be revoked by delivering to the Charity a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given. A notice revoking a proxy appointment only takes effect if it is delivered before the start of the Meeting or adjourned meeting to which it relates.

- 19.6 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

TRUSTEES

20 APPOINTMENT OF TRUSTEES

- 20.1 Unless otherwise determined by ordinary resolution the number of Trustees shall not be subject to any maximum but shall not be fewer than 3.
- 20.2 The first Trustees shall be those persons named in the statement delivered pursuant to sections 9 and 12 of the Act. Further Trustees shall be appointed or elected, as the case may be, under these Articles.
- 20.3 Subject to Article 20.1, the Charity shall have the following Trustees:
- (a) the Diocesan Director of Education appointed under Article 20.4;
 - (b) up to 4 Trustees appointed by the Members under Article 20.5;
 - (c) up to 4 additional Trustees appointed by the Members from the Educational Institutions in the Diocese under Article 20.6.
- 20.4 The Diocesan Director of Education shall be a Trustee for so long as s/he remains in office as such, save that s/he may appoint an alternative person in their place if the said person is unwilling, unable or otherwise prevented or precluded from acting as a Trustee.
- 20.5 The Members shall appoint up to 4 Trustees provided that a person who is appointed as a Trustee under this Article is a person who, in the reasonable opinion of the Members is:
- (a) committed to the governance and success of the Charity, and,
 - (b) has the skills required to contribute to effective governance and the success of the Charity.
- 20.6 The Members shall appoint up to 4 additional Trustees through such process as they may determine PROVIDED THAT such Trustees are broadly representative of the governance and leadership of the range of Educational Institutions in the Diocese.

21 TERM OF OFFICE

- 21.1 The term of office for any Trustee shall be three years, save that this time limit shall not apply to the Diocesan Director of Education. Subject to remaining eligible to be a particular type of Trustee, any Trustee may be re-appointed or re-elected for a maximum of three consecutive terms of office.

22 DISQUALIFICATION AND REMOVAL OF TRUSTEES

- 22.1 A person shall be ineligible for appointment to the Board and if already appointed shall immediately cease to be a Trustee if the relevant individual:
- 22.1.1 ceases to be a Trustee by virtue of any provision of the Act or becomes prohibited by law from being a company trustee;
 - 22.1.2 is or becomes a person disqualified from elected membership of a local authority;
 - 22.1.3 becomes bankrupt or makes any arrangement or composition with his creditors generally;

- 22.1.4 is convicted of any criminal offence (other than minor offences under the Road Traffic Acts or the Road Safety Acts for which a fine or non-custodial penalty is imposed or any conviction which is a spent conviction for the purposes of the Rehabilitation of Offenders Act 1974);
- 22.1.5 becomes incapable by reason of illness or injury of managing or administering his own affairs;
- 22.1.6 resigns his office by notice to the Charity but only if at least three Trustees will remain in office;
- 22.1.7 is removed by notice in writing given to the Charity by the person or persons who appointed him;
- 22.1.8 is removed from membership by the Diocesan Board of Education; or
- 22.1.9 term of office has expired and they have not been reappointed.

23 NOT USED

24 CHAIR AND VICE CHAIR OF TRUSTEES

- 24.1 The Diocesan Bishop in consultation with the Diocesan Board of Education shall each year appoint a Chair from among the Trustees.
- 24.2 The Trustees will not elect a Vice Chair but will appoint one of their number to chair a meeting in the absence of the Chair.

25 SECRETARY

- 25.1 The Secretary may be appointed by the Trustees for such term, at such remuneration and upon such conditions as they may think fit, and any Secretary so appointed may be removed by them. The Secretary shall not be a Trustee.
- 25.2 Where the Secretary fails to attend a meeting of theirs, the Trustees may appoint any one of their number or any other person to act as Secretary for the purposes of that meeting.

26 POWERS OF TRUSTEES

- 26.1 Subject to provisions of the Act, the Articles and to any directions given by special resolution, the business of the Charity shall be managed by the Trustees who may exercise all the powers of the Charity A meeting of Trustees at which a quorum is present may exercise all the powers exercisable by the Trustees.

ORGANISATION OF BOARD MEETINGS

27 Board meetings

- 27.1 Subject to these Articles, the Trustees may regulate their proceedings as they think fit and may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to Trustees.
- 27.2 The Trustees must hold at least three meetings each year.
- 27.3 Any three Trustees may, by notice in writing given to the Secretary, requisition a meeting of the Trustees and it shall be the duty of the Secretary to convene such a meeting as soon as is reasonably practicable.

28 Notice of Board Meetings

28.1 Each Trustee shall be given at least five clear days before the date of a meeting:

(a) notice in writing thereof, signed by the Secretary, and sent to each Trustee at the postal address or email address provided by each Trustee from time to time; and

(b) copy of the agenda for the meeting;

provided that where the Chair or, in his absence or where there is a vacancy in the office of Chair, the Vice Chair, so determines on the ground that there are matters demanding urgent consideration, it shall be sufficient if the written notice of a meeting, and the copy of the agenda thereof are given within such shorter period as he directs.

28.2 The convening of a meeting and the proceedings conducted thereat shall not be invalidated by reason of any individual not having received written notice of the meeting or a copy of the agenda thereof.

29 Proceedings at Board Meetings

29.1 The quorum for the transaction of business at a meeting of Trustees shall be any three Trustees, or, where greater, any one third (rounded up to a whole number) of the total number of Trustees holding office at the date of the meeting PROVIDED that at least one of the Trustees present is a Trustee appointed under Article 20.5.

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

(a) to appoint further Trustees, or

(b) to call a General Meeting so as to enable the Members to appoint further Trustees.

29.3 If a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting a quorum ceases to be present, the meeting shall stand adjourned to such other time and place as the Chair may determine.

29.4 Any Trustee shall be able to participate in meetings of the Trustees by telephone or by any suitable electronic means agreed by the Trustees and by which all those participating in the meeting are able to communicate with all other participants.

29.5 A person so participating by telephone or other communication shall be deemed to be present in person at the meeting and shall be counted in a quorum and entitled to vote. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no group which is larger than any other group, where the chair of the meeting is located at that time.

30 Votes of Trustees

30.1 Every question to be decided at a meeting of the Trustees shall be determined by a majority of the votes of the Trustees present and voting on the question. Every Trustee shall have one vote.

30.2 If the numbers of votes for and against a proposal at a meeting of Trustees are equal, the Chair or, in his/her absence, the person chairing the meeting has a casting vote.

- 30.3 Article 30.1 shall not apply in respect of a particular meeting (or part of a meeting) if, in accordance with the Articles, the Chair or other Trustee is not an Eligible Trustee for the purposes of that meeting (or part of a meeting).
- 30.4 A resolution in writing, signed by all the Trustees entitled to receive notice of a meeting of Trustees or of a committee of Trustees, shall be valid and effective as if it had been passed at a meeting of Trustees or (as the case may be) a committee of Trustees duly convened and held.
- 30.5 Such a resolution may consist of several documents in the same form, each signed by one or more of the Trustees. Where decisions of the Trustees are taken by electronic means, such decisions shall be recorded by the Trustees in permanent form, so that they may be read with the naked eye.

31 COMMITTEES AND DELEGATION

- 31.1 Subject to these Articles, the Trustees may establish any committee. Subject to these Articles:

- (a) the constitution, membership and proceedings of any committee shall be determined by the Trustees;
- (b) the establishment, terms of reference, constitution and membership of any committee of the Trustees shall be reviewed at least once in every twelve months;
- (c) the membership of any committee of the Trustees may include persons who are not Trustees, provided that the committee shall include at least 1 Trustee;
- (d) no vote on any matter shall be taken at a meeting of a committee of the Trustees unless:
 - (i) at least 1 Trustee able to vote at such a meeting is present; or,
 - (ii) the Diocesan Director of Education or his/her nominee is present and is able to vote at such a meeting.

- 31.1.2 The Trustees may delegate any of their powers or functions (including the power to sub-delegate) to any Trustee, committee or any other holder of an executive office. Any such delegation shall be made in writing and subject to any conditions the Trustees may impose, and may be revoked or altered. The person to whom the Trustees have delegated their powers shall report to the Trustees in respect of any action taken or decision made with respect to the exercise of that power or function at the meeting of the Trustees immediately following the taking of the action or the making of the decision.

32 RECORDS AND ACCOUNTS

- 32.1 The Trustees must comply with the requirements of the Act and of the Charities Act 2011 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:
- (a) annual returns;
 - (b) annual reports; and

- (c) annual statements of account.

32.2 The Trustees must also keep records of

- (a) all proceedings at meetings of the Trustees;
- (b) all resolutions in writing;
- (c) all reports of committees; and
- (d) all professional advice obtained.

32.3 Subject to Article 32.4, the Trustees shall ensure that a copy of

- (a) the agenda for every meeting of the Trustees,
- (b) the signed minutes of every such meeting; and
- (c) any report, document or other paper considered at any such meeting, are, as soon as is reasonably practicable, made available to persons wishing to inspect them.

32.4 There may be excluded from any item required to be made available in pursuance of Article 32.3, any material relating to:

- (a) a named individual or Educational Institution; and
- (b) any matter which, by reason of its nature, the Trustees are satisfied should remain confidential.

33 RESTRICTIONS ON ENTERING INTO CONTRACTS IN WHICH A TRUSTEE HAS AN INTEREST

33.1 The Charity may only enter into a contract with a Trustee who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Charity if:

- 33.1.1 the goods or services supplied to the Charity under the contract are required by the Charity; and
- 33.1.2 the nature and level of consideration is no more than is reasonable in relation to the value of the goods or services.

33.2 For the purposes of Article 33.1, a Trustee has an interest in a contract if the following conditions are met and one of the conditions in paragraph (c) is met:

- (a) the contract is for the supply of goods or services in return for a payment or other material benefit; and
- (b) the contract is not for the supply of services within the scope of the ordinary duties of the Trustee; and
- (c) one of the following applies:
 - (i) the Trustee is a party to the contract;
 - (ii) a firm of which the Trustee is a partner is party to the contract; or
 - (iii) a company or unincorporated association of which he is a member, is a party to the contract and where the company of which he is a

member is limited by shares, he is a member holding more than 1% of the issued share capital of the company.

34 TRUSTEES' CONFLICTS OF INTEREST

34.1 Whenever a Trustee has an interest, whether pecuniary or non-pecuniary, in a matter to be discussed at a meeting of the Trustees or a committee, the Trustee concerned must declare an interest at the time that, or before, discussion begins on the matter and, if required by the other Trustees;

- (a) unless the interest is of the type specified in Article 34.2, withdraw from the meeting for that item;
- (b) not be counted in the quorum for that part of the meeting; and
- (c) withdraw during the vote and have no vote on the matter.

34.2 Subject sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act and provided he has declared the nature and extent of his interest in accordance with the requirements of the Act where the interest arises solely because of the Trustee's employment by the Charity, such Trustee:

- (a) shall be an Eligible Trustee for the purposes of any proposed decision of the Trustees (or committee of Trustees) in respect of such contract or proposed contract in which he is interested; and
- (b) shall be entitled to vote at a meeting of Trustees (or a committee of the Trustees) or participate in any unanimous decision, in respect of such contract or proposed contract in which he is interested

35 MEANS OF COMMUNICATION TO BE USED

35.1 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;
- (b) If properly addressed and delivered by hand, when it was given or left at the appropriate address;
- (c) If properly addressed and sent or supplied by electronic means, two hours after the document or information was sent or supplied; and
- (d) If sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

For the purpose of this Article, no account shall be taken of any part of a day that is not a business day.

35.2 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by the Act.

36 INDEMNITY

36.1 Subject to Article 36.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

36.1.1 each relevant officer shall be indemnified out of the Charity's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer.

36.1.2 in the actual or purported execution and/or discharge of his duties, or in relation to them; and

36.1.3 in relation to the Charity's (or any associated company's) activities as trustee of an occupational pension scheme (as defined in section 235(6) of the Act,

including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Charity's (or any associated company's) affairs; and

36.2 the Charity 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 36.1(a) and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

36.3 This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law.

36.4 In this Article (and Article 37):

(a) a "relevant officer" means any Trustee or other officer or former Trustee or other officer of the Charity or an associated company (including a company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act), but excluding in each case any person engaged by the Charity (or associated company) as auditor (whether or not he is also a Trustee or other officer), to the extent he acts in his capacity as auditor); and

(b) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

37 INSURANCE

37.1 The Trustees may decide to purchase and maintain insurance, at the expense of the Charity, for the benefit of any relevant officer in respect of any relevant loss.

37.2 In this Article:

(a) a "**relevant officer**" shall have the meaning given in Article

(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 Charity, any associated company or any pension fund or employees' share scheme of the Charity or associated company; and

- (c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

CC03

Statement of compliance where amendment of articles restricted



Companies House

☒ **What this form is for**

You may use this form to state that the restrictions to change articles have been observed.

☒ **What this form is NOT for**

You cannot use this form for notifying a change of articles that are not restricted.

For further information, please refer to our guidance at www.companieshouse.gov.uk

1 Company details

Company number 07817737

Company name in full ASKEL VEUR THE DIOCESE OF TRURO ACADEMIES
UMBRELLA COMPANY LIMITED

→ **Filling in this form**

Please complete in typescript or in bold black capitals.

All fields are mandatory unless specified or indicated by *

2 Statement of compliance ¹

The above company certifies that the amendment has been made in accordance with the company's articles and, where relevant, any applicable order of a court or other authority.

Please note:

This form must accompany the document making or evidencing the amendment.

3 Signature

I am signing this form on behalf of the company.

Signature

Signature

X ckendle

X

This form may be signed by:

Director ², Secretary, Person authorised ³, Liquidator, Administrator, Administrative receiver, Receiver, Receiver manager, Charity Commission receiver and manager, CIC manager, Judicial factor.

Societas Europaea

If the form is being filed on behalf of a Societas Europaea (SE) please delete 'director' and insert details of which organ of the SE the person signing has membership.

Person authorised

Under either section 270 or 274 of the Companies Act 2006.

CC03

Statement of compliance where amendment of articles restricted

**Presenter information**

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name Charlotte Nutt

Company name VWV

Address PO Box 3501

Post town Bristol

County/Region

Postcode B S 2 2 F L

Country UK

DX

Telephone 0117 925 2020

**Checklist**

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register.
- ☐ You are also sending with this form the document making or evidencing the amendment.
- ☐ You have signed the form.

**Important information**

Please note that all information on this form will appear on the public record.

**Where to send**

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG.
DX 481 N.R. Belfast 1.

**Further information**

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk