

Company No: 06052021

The Companies Act 2006

A Company Limited by Guarantee

**ARTICLES OF ASSOCIATION
OF
SHIRELAND LEARNING LTD**

Adopted by Special Written Resolution on 2016

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY GUARANTEE
ARTICLES OF ASSOCIATION
OF
SHIRELAND LEARNING LTD

INTRODUCTION

1 INTERPRETATION

- 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 Company’s articles of association for the time being in force;
“board”	means the board of directors of the Company 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;
“Company”	means Shireland Learning Ltd, the company intended to be regulated by these Articles;
"director"	means any duly appointed director for the time being of the Company;
‘Educational Bodies’	An Academy, Maintained School, or institution providing further education.

“eligible director”	means a director who would be entitled to vote on the matter at a meeting of directors (but excluding any director whose vote is not to be counted in respect of the particular matter);
Executive Director	a director who is responsible for management decisions in the Collegiate Academy Trust and/or Shireland Learning
‘Independent Director’	An eligible director with commercial or community expertise and experience not derived directly from an executive role in an Educational Body
“Local Authority Person”	means any person associated with any local authority within the meaning given in section 69 of the Local Government and Housing Act 1989;
“Maintained School”	means any school maintained by a local authority pursuant to its education functions;
“Model Articles”	means the model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (<i>SI 2008/3229</i>) as amended prior to the date of adoption of these Articles;
“Regulations”	means the School Companies Regulations 2002
“Secretary”	means the secretary of the Collegiate Academy Trust or any other person appointed to perform the duties of the secretary including a joint, assistant or deputy secretary;

- 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.
- Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.

- A reference in these Articles to “article” is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 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:
 - any subordinate legislation from time to time made under it; and
 - any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 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.
- The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles.

2 The registered office of the Company is to be situated in England and Wales.

3. OBJECTS

The Company’s objects (the “**Objects**”) shall be:

- 3.1. to advance for the public benefit education in the United Kingdom;
- 3.2. to supply education related services and facilities to schools, colleges, local authorities, communities, children, young people, adult learners, companies, corporations, trusts, associations and institutions;
- 3.3. to provide school improvement and related curriculum services to schools, colleges, local authorities, companies, corporations, trusts, associations and institutions;
- 3.4. to enter into licensing and other arrangements and agreements and services in relation to software sales, consultancy and training.

The Company 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 always only with the prior consent of the parent company the Collegiate Academy Trust and in particular it has powers:

- 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 Company;
- 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 Company;

- to provide educational facilities and services to students of all ages and the wider community;
- 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;
- 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 Company;
- to pay out of funds of the Company the costs, charges and expenses of and incidental to the formation and registration of the Company;
- 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 Company may think fit;
- to invest the monies of the Company 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;
- 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 Company, and to assist any such person, firm or company;
- to apply for, promote and obtain any Act of Parliament, or other licence, permission or authority for enabling the Company to carry any of the Objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem expedient; to oppose any proceedings or applications which may seem calculated, directly or indirectly to prejudice the Company'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 Company's objects or any of them;
- 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 Company through or by means of agents, brokers, subcontractors or others;
- to promote any company for the purpose of acquiring all or any of the property or undertaking any of the liabilities of the Company, the promotion of which shall be considered to be calculated to advance directly or indirectly the Objects of the Company;

- to insure any of the property or assets of the Company against any insurable risk or risks and to effect, purchase or take assurances on the lives of any debtors to the Company, or on the lives of any other persons in whom the Company may have an insurable interest;
- 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 Company for such consideration as the Company may think fit, and in particular for shares, debentures, debenture stock, or securities of any other organisation;
- to provide indemnity insurance to cover the liability of directors 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 Company. Provided that any such insurance shall not extend to any claim arising from any act or omission which the directors knew to be 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 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 directors in their capacity as directors; and
- to do all such other lawful things as are necessary for or incidental to or conducive to the achievement of the Objects.

4. The Company shall not, without the prior written consent of the Collegiate Academy Trust which itself has the prior written consent of the Secretary of State for Education, borrow any funds, whether secured or unsecured.

5. The income and property of the Company shall be applied solely for the promotion of the Objects. Nothing shall prevent the Company from distributing any property it may own when it is wound up between the members of the Company in equal shares and nothing shall prevent the Company from making payment in good faith at a reasonable and proper rate to any member, officer or servant of the Company in respect of remuneration for services rendered, interest on monies lent, rent for premises demised or reimbursement of out-of-pocket expenses.

6. MEMBERS

6.1 The Members of the Company shall comprise:

- the Collegiate Academy Trust;

6.2 References to 'member' or 'members' shall refer to the Collegiate Academy Trust for so long as it remains the sole Member.

6.3 Membership shall not be transferable.

7. All Members agree when acting as Members they shall act at all times in the interests of the Company and in order to attain the Objects.

8. A Member shall cease to be a Member if:

- they are dissolved or otherwise cease to exist; or
- they withdraw from the company by giving twelve weeks' notice to the directors.

9. Membership of the Company:

- shall terminate on the date set out in any written notice served by them in accordance with Article 8

10. Each year following completion of the Annual Report and Accounts of the Directors the Members of the Company shall hold a general meeting ("Annual Meeting"):

- where the directors shall present a report and review of activities over the preceding 12 months;
- to appoint and/or confirm the appointment of directors to the board pursuant to the provision of these articles; and
- to conduct any other business set out in the notice convening such Annual Meeting.

11. LIABILITY OF MEMBERS

11.1 The liability of the Members is limited.

11.2 Every Member of the Company undertakes to contribute such amount as may be required, not exceeding £10, to the Company'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 Company'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 contributories among themselves.

12. MATTERS REQUIRING BOARD APPROVAL

12.1 The Board will approve annually a Scheme of Delegation (including financial delegation) which defines the powers reserved by the Board or delegated to its Committees, executive officers or directors.

13. DIRECTORS

13.1 Appointment of directors

- The board shall consist of not less than 5 directors and a maximum of 8.

- The Members may by simple majority appoint from time to time persons to be directors and may at any time remove any such director from office by simple majority and appoint another person in their place.
- No more than 40 per cent of the directors of the Company at any one time shall be Executive Directors.
- The Board should feature a balance of expertise and experience to promote the Company's objectives.
- The Company shall have the following directors:
 - The Chief Executive of the Company will be appointed by the Board of the Collegiate Academy Trust
 - Two appointees by the Board of Trustees of the Collegiate Academy Trust
 - Two Independent Directors.

The Company may appoint three additional directors of which at least one must be an Independent Director and at least one must be from an Educational Body.

14. TERM OF OFFICE

14.1 The term of office for any director shall be 4 years, save that this time limit shall not apply to the Chief Executive.

15. Subject to remaining eligible to be a particular type of director, any director may be re-appointed or re-elected.

16. DISQUALIFICATION AND REMOVAL OF DIRECTORS

16.1 A person shall be ineligible for appointment to the board and if already appointed shall immediately cease to be a director if the relevant individual:-

- ceases to be a director by virtue of any provision of the Act or becomes prohibited by law from being a company director;
- is or becomes a person disqualified from elected membership of a local authority;
- becomes bankrupt or makes any arrangement or composition with his creditors generally;
- 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);

- is, or may be, suffering from mental disorder and either:-
 - (a) is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1960; or
 - (b) an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his/her detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs;
- resigns his office by notice to the Company;
- is removed by notice in writing given to the Company by the person or persons who appointed him;
- terms of office has expired and they have not been reappointed; or
- is or becomes a Local Authority Person leading to a breach of the limit in article 36.

17. CHAIR

17.1 The directors shall each academic year, at their first meeting in that year, elect a chairman and a vice-chairman from among their number. A director who is employed by the Collegiate Academy Trust shall not be eligible for election as chairman or vice-chairman.

17.2 Unless he is unwilling to do so, the director so appointed shall preside at every meeting of the board at which he is present. But if there is no director holding that office, or if the director holding it is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the directors present may appoint a director present to be chair of the meeting.

18. PROCEEDINGS AT MEETINGS

18.1 Subject to these Articles, the directors may regulate their proceedings as they think fit.

19. The directors shall hold at least three meetings in every academic year

- 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.

- Such a decision may take the form of a resolution in writing, where each eligible director has signed one or more copies of it, or to which each eligible director has otherwise indicated agreement in writing.
 - 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. A resolution to rescind or vary a resolution carried at a previous meeting of the directors shall not be proposed at a meeting of the directors unless the consideration of the rescission or variation of the previous resolution is a specific item of business on the agenda for that meeting.
21. A meeting of the directors shall be terminated forthwith if—
- the directors so resolve; or
 - the number of directors present ceases to constitute a quorum for a meeting of the directors in accordance with Article 30.
22. Subject to these Articles, every question to be decided at a meeting of the directors shall be determined by a majority of the votes of the directors present and voting on the question. Every director shall have one vote.
23. The proceedings of the directors shall not be invalidated by
- any vacancy among their number; or
 - any defect in the election, appointment or nomination of any director.
24. A resolution in writing, signed by all the directors entitled to receive notice of a meeting of directors or of a committee of directors, shall be valid and effective as if it had been passed at a meeting of directors or (as the case may be) a committee of directors duly convened and held. Such a resolution may consist of several documents in the same form, each signed by one or more of the directors.
25. The directors shall ensure that a copy of
- the agenda for every meeting of the directors;
 - the draft minutes of every such meeting, if they have been approved by

the person acting as chairman of that meeting;

- the signed minutes of every such meeting; and
- 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.

26. Any director shall be able to participate in meetings of the directors by telephone or video conference provided that:

- he has given notice of his intention to do so detailing the telephone number on which he can be reached and/or appropriate details of the video conference suite from which he shall be taking part at the time of the meeting at least 48 hours before the meeting; and,
- the directors have access to the appropriate equipment if after all reasonable efforts it does not prove possible for the person to participate by telephone or video conference the meeting may still proceed with its business provided it is otherwise quorate.

27. SECRETARY

27.1 The Secretary shall be appointed by the directors 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. Notwithstanding this Article, the directors may, where the Secretary fails to attend a meeting of theirs, appoint any one of their number or any other person to act as Secretary for the purposes of that meeting.

28. RECORDS OF DECISIONS

28.1 Minutes The Minutes of the proceedings of a meeting of the directors shall be drawn up and entered into a book kept for the purpose by the person acting as Secretary for the purposes of the meeting; and shall be signed (subject to the approval of the directors) at the same or next subsequent meeting by the person acting as chairman thereof. The Minutes shall include a record of:

- all appointments of officers made by the directors; and
- all proceedings at meetings of the Company and of the directors and of committees of directors including the names of the directors present at each such meeting.

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

29. CALLING A DIRECTORS' MEETING

- Any director may call a directors' meeting by giving not less than five business days' notice of the meeting (or such shorter notice as all the directors may agree) to the directors or by authorising the Secretary to give such notice.
- Notice of a directors' meeting shall be given to each director by email to such email address notified (from time to time) by each director to the Company for such purposes.

30. QUORUM FOR DIRECTORS' MEETINGS

- The quorum for the transaction of business at a meeting of directors is any three eligible directors.
- If the total number of directors in office for the time being is less than the quorum required, the directors must not take any decision other than a decision:
 - to appoint additional directors; or
 - to call a general meeting so as to enable the Members to appoint additional directors.

31. CASTING VOTE AT DIRECTORS' MEETINGS

- If the numbers of votes for and against a proposal at a meeting of directors are equal, the chair or other director chairing the meeting has a casting vote.
- Article 31 shall not apply in respect of a particular meeting (or part of a meeting) if, in accordance with the Articles, the chairman or other director is not an eligible director for the purposes of that meeting (or part of a meeting).

32. RESTRICTIONS ON ENTERING INTO CONTRACTS IN WHICH A DIRECTOR HAS AN INTEREST

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

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

32.2 For the purposes of article 32.1, a director has an interest in a contract if the following conditions are met and one of the conditions in paragraph (e) is met:

- the contract is for the supply of goods or services in return for a payment or other material benefit; and
- the contract is not for the supply of services within the scope of the ordinary duties of the director; and
- one of the following applies:
 - (i) the director is a party to the contract;
 - (ii) a firm of which the director 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.

33. DIRECTORS' CONFLICTS OF INTEREST

33.1 Whenever a director has an interest, whether pecuniary or non-pecuniary, in a matter to be discussed at a meeting of the directors or a committee, the director concerned must:

- declare an interest at the time that, or before, discussion begins on the matter;
- unless the interest is of the type specified in article 33.2 withdraw from the meeting for that item; not be counted in the quorum for that part of the meeting; and
- withdraw during the vote and have no vote on the matter.

33.2 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 director's employment with the Collegiate Academy Trust, such director:

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

34. DELEGATION

34.1 The directors may delegate to any director, committee, the Chief Executive or any other holder of an executive office, such of their powers or functions as they consider desirable to be exercised by them. Any such delegation shall be made subject to any conditions the directors may impose, and may be revoked or altered.

34.2. Where any power or function of the directors has been exercised by any committee, any directors, the Chief Executive or any other holder of an executive office, that person or committee shall report to the directors in respect of any action taken or decision made with respect to the exercise of that power or function at the meeting of the directors immediately following the taking of the action or the making of the decision.

35. COMMITTEES

Subject to these Articles, the directors may establish any committee.

- the constitution, membership and proceedings of any committee shall be determined by the directors. Subject to any such conditions, the proceedings of a committee with two or more members shall be governed by the Articles regulating the proceedings of the board so far as they are capable of applying;
- the establishment, terms of reference, constitution and membership of any committee of the directors shall be reviewed at least once in every twelve months;
- the membership of any committee of the directors may include persons who are not directors, provided that a majority of members of any such committee shall be directors;
- no vote on any matter shall be taken at a meeting of a committee of the directors unless the majority of members of the committee present are directors.

36. AVOIDING INFLUENCED COMPANY STATUS

- Notwithstanding the number of members from time to time, the maximum aggregate number of votes exercisable by Local Authority Persons shall never exceed 19.9% of the total number of votes exercisable by members in general meeting and the votes of the other members having a right to vote at the meeting will be increased on a pro-rata basis.
- No person who is a Local Authority Person may be appointed as a director if, once the appointment had taken effect, the number of directors who are Local Authority Persons would represent 20% or more of the total number of directors. Upon any resolution put to the directors, the maximum aggregate number of votes exercisable by any directors who are Local Authority Persons shall represent a maximum of 19.9% of the total number of votes cast by the directors on such a resolution and the votes of the other directors having a right to vote at the meeting will be increased on a pro-rata basis.
- The Members will each notify the Company and each other if at any time they believe that the Company or any of its subsidiaries has become subject to the influence of a local authority (as described in section 69 of the Local Government and Housing Act 1989).

37. ADMINISTRATIVE ARRANGEMENTS

37.1 Means of communication

Any notice, document or other information shall be deemed served on or delivered to the intended recipient:

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

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

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.

38. INDEMNITY

38.1 Subject to Article 38.2 but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

Each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer:

- (i) in the actual or purported execution and/or discharge of his duties, or in relation to them; and
- (ii) in relation to the Company'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 Company's (or any associated company's) affairs; and

- the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

38.2 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.

38.3 In this article:

- a “**relevant officer**” means any director or other officer or former director or other officer of the Company 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 Company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor); and

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

39. INSURANCE

39.1 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.

In this article:

- a “**relevant officer**” shall have the meaning given in article 38.3
- a “**relevant loss**” means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer’s duties or powers in relation to the Company, any associated company or any pension fund or employees’ share scheme of the Company or associated company; and
- companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.