

**Terms of Reference, Committee  
Structure and Schemes of Delegation  
Code of Practice for Governors  
(including Nolan Principles)  
Articles of Association  
Funding Agreement**

**ADOPTED ON**      **6<sup>th</sup> July 2021**

**Version:**            **8.0**

**SIGNED**

**Chair of Governing Body**

**Review date:**      **On or before July 2022**



**Kesteven and Grantham Girls' School**

# **GOVERNING BODY**

## **COMMITTEE STRUCTURE TERMS OF REFERENCE AND SCHEMES OF DELEGATION**



**Kesteven and Grantham Girls' School**

## INDEX

|                                                                              |    |
|------------------------------------------------------------------------------|----|
| 1. The Role of the Governing Body and Its Committees.....                    | 3  |
| 2. The Role of the Headteacher.....                                          | 3  |
| 3. Delegation of the Governing Body's Functions.....                         | 4  |
| 4. The Governing Body Committee Structure and Terms of Reference .....       | 4  |
| 5. Associate Governors.....                                                  | 5  |
| 6. Glossary of Terms.....                                                    | 5  |
| 7. Terms of Reference for All Committees.....                                | 6  |
| 8. General Responsibilities of All Committees .....                          | 6  |
| 9. Governing Body Committee Structure and Membership .....                   | 6  |
| Standing Committees.....                                                     | 6  |
| 10. Disciplinary Hearing (1).....                                            | 7  |
| 11. Appeal Hearing (2) – against disciplinary sanctions .....                | 7  |
| 12. Scheme of Delegation.....                                                | 7  |
| 13. Permanent exclusion appeal panel.....                                    | 8  |
| 14. Permanent exclusion independent appeal review panel.....                 | 8  |
| 15. Headteacher Pay and Performance Review Committee (Confidential) .....    | 8  |
| 16. Governing Body Committee Structure and Membership .....                  | 9  |
| Routine Committees.....                                                      | 9  |
| 17. Steering Committee .....                                                 | 9  |
| 18. Resource Management Committee .....                                      | 10 |
| Finance .....                                                                | 10 |
| Audit.....                                                                   | 11 |
| Staffing.....                                                                | 12 |
| Appraisal and Pay .....                                                      | 12 |
| Premises and Health and Safety.....                                          | 12 |
| Health and Safety terms of reference: See Health and Safety Policy .....     | 13 |
| 19. Standards Committee .....                                                | 13 |
| 20. Student and Staff Well-Being (Welfare) Committee.....                    | 13 |
| 21. Admissions.....                                                          | 14 |
| 22. Kesteven and Grantham Girls' School – Governing Body Skeleton Diagram... | 15 |

## **1. The Role of the Governing Body and Its Committees**

In accordance with recent legislation and the relevant Education Acts this Governing Body and its committees will:

- Act as a corporate body with integrity, objectivity and honesty in the best interests of the school.
- Be open and transparent about decisions and actions made.

**The Governing Body and its Committees will act strategically by:**

- Setting the aims, objectives and direction for the school
- Setting policies for achieving those aims and objectives
- Setting targets by which progress towards the aims and objectives can be measured
- Reviewing and monitoring progress in achieving the aims, objectives and targets

In all of the above, the Governing Body and its committees will act in accordance with Education Law, and will consider any advice given by the Headteacher and Senior Leadership Team.

The Governing Body and its committees will challenge and support leadership in equal measure offering an external perspective to the Headteacher and the school through: monitoring its work; offering support and advice; providing an external opinion; asking challenging questions and requiring satisfactory answers; and offering constructive criticism when appropriate.

## **2. The Role of the Headteacher**

The Headteacher is, by right of office, a governor of the school and is a governor member of all the committees as specified in this document. Where the Headteacher is not a member of the committee, s/he is entitled to attend committee meetings unless the regulations state otherwise. However, the Headteacher is only entitled to vote if s/he is a member of that committee. Should the Headteacher elect not to be a member of the governing body his/her position is left vacant and may not be filled by another.

The Headteacher, as the principal leader and manager for the school, is responsible for the internal organisation, leadership and control of the school, for advising the Governors and for implementing the strategic development plan.

The Headteacher will be supported in the day-to-day leadership of the school by the Leadership Team. A member of the Leadership Team will take the role of Lead Professional member in each Governor's committee. S/he attends as a support professional and is expected to engage fully with the meeting, albeit without voting rights.

Incorporated in the role of the Headteacher and lead professionals in advising the Governing Body are:

- Formulating aims and objectives for the school, for adoption, modification or rejection by the Governing Body
- Formulating policies and targets for the Governing Body to consider adopting
- Reporting to the Governing Body on progress, either at full Governing Body meetings or at committee meetings, at least once per term.
- Completing the SEF for advising and informing the Governing Body

### **3. Delegation of the Governing Body's Functions**

The full Governing Body has taken decisions about delegation, and that delegation has been considered in the light of:

- The requirement for the Governing Body to fulfil a largely strategic function within the school
- The responsibility of the Headteacher and SMT for the internal organisation, leadership and control of the school
- The requirement for the Headteacher to comply with any legal and reasonable direction of the Governing Body in carrying out a function delegated by the Governing Body.

The Governing Body has delegated function to 2 types of committee, standing and routine, and to the Headteacher in accordance with the following structure and terms of reference:

### **4. The Governing Body Committee Structure and Terms of Reference**

The individual committees are responsible for the functions that have been delegated to them by the full Governing Body. They operate under their own terms of reference and in compliance with existing legislation, including the relevant Education Acts.

The Governing Body will review the establishment, terms of reference, constitution and membership of committees at least once a year (normally at the last ordinary meeting of the Full Governors in the last school term).

The Governing Body must have a Chair and a Vice Chair who will be appointed by the Governing Body or respective committee to serve a term of one year. Each Committee must have a Chair and Vice Chair who will be appointed by the Governing Body or respective committee to serve a term of one year.

**The Chair and Vice-Chair of Resource Management Committee will be elected by the Full Governing Body at the first meeting of each year (see Finance Policy)** The Governing Body retain the right to remove a Committee Chair at a Full Governor's meeting.

All Governing Body Committee meetings must be clerked. Only when the Governing Body has agreed the minutes of these meetings (or within a maximum period of 4 months after the meeting) will the minutes be issued. All minutes can be circulated except confidential matters relating to individual staff, pay or students, which will be printed on pink paper and will not be circulated outside of the committee.

In the event of a tied vote the Chair of Governors or Committee Chair respectively will have the casting vote.

## 5. Associate Governors

The Governing Body may from time to time invite those with a specific interest or area of expertise to attend a particular meeting.

Consideration will also be given to inviting stakeholder representatives to becoming Associate Governors. These Associate Governors would be appointed by the full Governing Body who will determine the level of authority appropriate. Associate Governors may be considered from the community, students or other partner organisations.

## 6. Glossary of Terms

### Abbreviations

|             |                                                                         |
|-------------|-------------------------------------------------------------------------|
| AWPU        | Age Weighted Pupil Unit                                                 |
| CPD         | Continuing Professional Development                                     |
| DfE         | Department for Education                                                |
| DBS         | Disclosure and Barring Service                                          |
| EBac        | English Baccalaureate                                                   |
| ECM         | Every Child Matters                                                     |
| EFA         | Education Funding Agency                                                |
| FMGE        | Financial Management Governance Evaluation                              |
| HMCI        | Her Majesty's Chief Inspector                                           |
| HMI         | Her Majesty's Inspector                                                 |
| ICT         | Information Communication Technology                                    |
| ITT         | Initial Teacher Training                                                |
| KS3         | Key Stage 3 (Years 7, 8 & 9)                                            |
| KS4         | Key Stage 4 (Years 10 & 11)                                             |
| KS5         | Key Stage 5 (Years 12 & 13, Aged 16-19)                                 |
| LA          | Local Authority                                                         |
| NAHT        | National Association of Head Teachers                                   |
| NC          | National Curriculum                                                     |
| NQT         | Newly Qualified Teacher                                                 |
| PAS         | Professional Adviser for Schools                                        |
| RAISEonline | Reporting and Analysis for Improvement through School Self - Evaluation |
| SEF         | Self-Evaluation Form                                                    |
| SEN         | Special Educational Needs                                               |
| SFVS        | Schools Financial Value Standard                                        |
| SIDP        | School Integrated Development Plan                                      |
| SLA         | Service Level Agreement                                                 |
| SLT         | Senior Leadership Team                                                  |
| SSE         | School Self Evaluation                                                  |
| TLR         | Teaching and Learning Responsibility                                    |
| TUPE        | Transfer of Undertakings (Protection of Employment) regulations         |
| UCAS        | Universities and Colleges Admissions Service                            |

## 7. Terms of Reference for All Committees

|                                                                                                                                                                       |                                      |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|
| Membership: A Minimum of three Governors. Additional non Governors can be members, but must not out-number the governor members, and none may be given voting rights. |                                      |
| Attendance and Voting Rights: All governors may attend any meeting of any committee by right. However only nominated governors have voting rights.                    |                                      |
| Procedures: the committee shall follow the procedures required by the Governing Body Regulations                                                                      |                                      |
| <b>Individual Responsibilities</b>                                                                                                                                    |                                      |
| Chair's responsibilities:                                                                                                                                             | Clerk's responsibilities:            |
| To chair meetings                                                                                                                                                     | To arrange meetings & notify members |
| To set agenda                                                                                                                                                         | Note decisions/options               |
| To liaise with LA as appropriate                                                                                                                                      | To provide written report/minutes    |

## 8. General Responsibilities of All Committees

- **To act strategically**, in accordance with the School Procedures Regulations
- **To establish** a list of policies coming within the area of responsibility of the committee and plan accordingly
- **To review** the effectiveness of the committee and recommend variations to the terms of reference.

**All Governors are required to act in accordance with the Articles of Association and the Code of Practice for Kesteven and Grantham Girls' School, which incorporates the Nolan Principles for conduct in Public Office (see attached document)**

## 9. Governing Body Committee Structure and Membership

### Standing Committees

**There are 5 Standing Committees. These are respectively:**

Disciplinary Hearing

Appeal Hearing – against disciplinary sanctions

Permanent exclusions appeal

Permanent exclusion independent appeal review

Headteacher's Pay and Performance Review Committee

These committees are standing but meet only when required. Their terms of reference are as follows:

## **10. Disciplinary Hearing (1)**

The makeup of a disciplinary panel will normally comprise the head teacher or their nominee plus the schools HR advisor.

If the disciplinary matter involves the head teacher or he/she is a material witness then an independent representative will be appointed by the chair of governors. The disciplinary hearing panel will then be comprised of the independent representative and chair of governors.

The disciplinary hearing panel will act in accordance with the procedures agreed by the full Governing Body and undertake any procedure/hearing which may result in an employee who works at the school having his/her contract of employment with the Governing Body terminated, not renewed or be in receipt of some other sanction in accordance with the disciplinary and grievance policy.

## **11. Appeal Hearing (2) – against disciplinary sanctions**

Any three eligible Governors who are available within the required timescales. The Headteacher and Governors employed to work in the school are not eligible to be a member. These Governors must not have sat on the originating Disciplinary Hearing panel.

If the appeal hearing involves the head teacher, then the appeal hearing panel will comprise the vice chair of governors plus two other governors not involved in the original disciplinary hearing.

The panel will carry out the function laid down in the School Standards and Framework Act and the School Procedures Regulations. The panel will act in accordance with the procedures agreed by the full Governing Body and undertake any procedure/hearing relating to an appeal made against a decision taken by the Disciplinary hearing panel.

**Quorum for above committees: 3 members of Committee**

**Frequency of meetings for above committees: as and when required**

## **12. Scheme of Delegation**

The Governing Body delegates its authority in respect of the Disciplinary Process, to the Headteacher in consultation with a named Governor, normally the chair or vice chair of governors in accordance with the disciplinary and grievance policy.

The Governing Body delegates the decision to suspend staff in the circumstances which may be considered to be 'Gross Misconduct', or where a fair investigation may be prejudiced by their continued presence at work, to the Headteacher. The removal of a suspension and re-instatement of a member of staff is delegated to the Headteacher in consultation with the named governor. This delegation excludes members of staff who are part of the SLT, where agreement must be sought from the Chair of Governors. In any event it would preferable for the Chair/Vice Chair of Governors to be notified prior to any suspension.

Re-instatement would normally be in agreement of the Headteacher, Deputy Headteacher and or chair of governors or nominated deputy.

In cases that may result in dismissal, the head teacher will consult with the chair of governors prior to any decision being confirmed.

### **13. Permanent exclusion appeal panel**

Any three Governors who are available within the required timescales. The Headteacher is not eligible to be a member neither are trust members.

The committee will carry out the function laid down in the School Standards and Framework Act and the School Procedure Regulations. The committee will act in accordance with the procedures agreed by the full Governing Body and undertake the functions of the Governing Body in relation to excluded students. The committee will also meet exceptionally for long term/permanent exclusions when required.

### **14. Permanent exclusion independent appeal review panel**

Any three members of the trust who are available within the required timescales. The Headteacher is not eligible to be a member. Any Governors who served on the originating committee are not eligible to serve on this committee.

The committee will carry out the function laid down in the School Standards and Framework Act and the School Procedure Regulations. The committee will act in accordance with the procedures agreed by the full Governing Body and undertake the functions of the Governing Body in relation to excluded students. The committee will also meet exceptionally for long term/permanent exclusions when required.

**Quorum for above committee: 3 members of Committee**

**Frequency of meetings for above committees: as and when required.**

### **15. Headteacher Pay and Performance Review Committee (Confidential)**

- Review the Headteacher's performance – Three Governors, who are not employed at the school, are to be appointed by the full Governing Body to carry out the review. The Committee should be chaired by either the Vice Chair of Governors or the Chair of the Resource Committee.
- Membership of this Committee must not include the Chair of Governors; see below.
- The committee must make a report in respect of its findings and recommendations.
- Appeals will be dealt with by a committee comprising three different Governors from those who sat on the original committee none of whom may work at the school. This committee will be chaired by the Chair of Governors.

## 16. Governing Body Committee Structure and Membership

Full Governing Body is composed of 21 Governors –

|           |     |
|-----------|-----|
| Parents   | – 7 |
| Staff     | – 6 |
| Community | – 5 |
| Co-opted  | – 3 |

Duties and responsibilities of the Full Governing Body

- Appointing Chair and Vice Chair of FG and RMC
- Appointing Community and Co-opted governors
- Appointment of Clerk to Governors
- Appointment of Company Secretary
- Set up and maintain Register of Governors' Pecuniary Interests
- Establishment of Committees
- Delegation of Functions to Committees
- Setting strategic goals
- Appointment of Head Teacher and Senior Staff
- Formal Approval of Annual Budget
- Signing off Annual Report and Accounts
- Policies – Admissions, Charging for School Activities, Finance, Lettings
- Staff restructuring
- To oversee arrangements for individual governors to take a leading role within the Governing Body in monitoring specific areas of provision

All governors sit on one of either Resource Management, Standards or Welfare Committees

### Routine Committees

**There are 4 Routine Committees. These are respectively:**

- The Steering Committee
- The Resource Management Committee
- The Standards Committee
- Student and Staff Well-Being (Welfare) Committee

These committees are the routine committees through which the work of the Governing Body is accomplished. They meet regularly as decided by the full governing body. Their meeting dates will be published in advance. They may be called to an emergency meeting by either the Chair or Vice Chair of Governors, or the Chair of the respective committee. Their terms of reference are as follows:

## 17. Steering Committee

The membership of this committee is the Chair of Governors, the Vice-Chair, the Chairs of each of the Committees and the Headteacher, if the Headteacher is a member of the Governing Body. This Committee may require the presence of the Headteacher or members of the Leadership Team, as required, to provide factual information. In the absence of the Chairs of the Committees, the Vice Chair of a Committee may be nominated as an alternate member.

These key governors fulfil a strategic and co-ordinating role and the Committee's terms of reference are detailed below

- To agree, by early in the autumn term, the programme of work and calendar of meetings for the Governing Body and its committees for the school year, based on known cycles of school improvement, financial management, staffing issues and communicating with parents
- To monitor the progress of work being undertaken by committees and individuals
- To consider recommendations made by committees with regard to the working of the Governing Body
- To establish and keep under review a protocol for the Governing Body
- To establish and keep under review arrangements for Governors' visits to school
- To oversee arrangements for Governor involvement in formulating and monitoring the School Development Plan
- To make recommendations to the Governing Body to establish exceptional working arrangements where particular circumstances arise e.g. a joint committee to oversee a building project
- To be available and respond to matters of particular difficulty, sensitivity or emergency and offer advice to the Headteacher
- To undertake tasks delegated to them by the Governing Body

**Quorum for above committee: 3 members**

**Frequency of meetings for above committees: at least once per term and as and when required. The date and timing of the meetings will be as decided by the Committee**

## **18. Resource Management Committee**

At least five and no more than nine Governors – to include Headteacher (if he/she is a Governor). This Committee will have assigned to it appropriate members of the Senior Leadership Team to advise it on aspects of the work it does. Other members of staff responsible for specific areas may be asked to attend meetings to discuss with, report to or advise the committee on issues pertinent to their roles within the school. Staff members will not have voting rights.

**The Resource Management Committee also fulfils the functions of an Audit Committee.**

**Quorum for above committee: 3 members of Committee**

**Frequency of meetings for above committees: at least once per term and as and when required.**

## **Finance**

- consider, in consultation with the Headteacher, the draft annual budget papers prepared by the Headteacher and the Bursar
- consider the draft medium term finance plan prepared by the Headteacher and the Bursar

- ensure the budget reflects the academy's prioritised educational objectives
- monitor actual income and expenditure against budgets and ensure expenditure stays within agreed limits, reporting significant potential variances to the Governing Body
- ensure that procedures are in place to make certain that the Academy obtains best value when purchasing goods and services
- review annually the charges and remissions policies
- monitor income and expenditure of all voluntary funds kept on behalf of the Governing Body
- receive and scrutinise the Annual Accounts and provide reports to the full Governing Body in respect of the annual budget, Annual Accounts, Financial Plan and the Audit
- ensure that the Academy has a list of certifying officers for the purpose of signing cheques, certifying employee claims etc., and review this on an annual basis
- review the Financial Procedures Manual annually, and ensure that the Manual complies with the mandatory requirements of the Academies Financial Handbook
- produce a timetable of meetings at the start of the year outlining their key purpose
- review the Finance Policy annually, together with the Risk Management Strategy
- make decisions on expenditure following recommendations from other committees
- familiarise themselves with this policy document, the current Academies Financial Handbook and their roles and responsibilities
- ensure that procedures are in place to make certain that the academy obtains value for money, regularity and propriety
- ensure that procedures are in place to make certain that the academy does not overdraw its bank account

## **Audit**

- ensure that there are annual independent checks of assets and the Asset Register

- review the Academy's Risk Register including how the identified risks are being managed or mitigated and monitor the implementation of the agreed actions
- ensure that the Academy complies with and operates within the financial requirements for the Academy Trust as set out in the Academies Financial Handbook
- review the Academy's risks to internal financial control and agree a programme of work to address the risks
- review the reports of the Internal Auditor on the effectiveness of the financial procedures and controls and ensure that audit recommendations are implemented within a reasonable timescale. Internal Audit reports must also be submitted to the full Governing Body
- Ensure that audit recommendations (both internal and external) are challenged or implemented within a reasonable timescale.

## **Staffing**

- Oversee the staffing structure of the school
- Ensure selection and screening of staff complies with all regulations and good practice guidance

Draft, recommend and implement the Disciplinary and Grievance Policy and Procedures. The panel members for Disciplinary/Grievance/Appeals are to be the same individuals as comprise the Staff Disciplinary and Staff Disciplinary Appeal Committees

## **Appraisal and Pay**

- Observe all statutory and contractual obligations
- Draft, recommend and monitor the implementation and accurate recording and record keeping of the whole school Pay Policy for teachers and support staff
- Sub-committee (not to include staff members) to review the salaries and any discretionary allowances of the school staff, not covered by the "Headteacher's Pay and Performance Review Committee" in line with the performance reviews and the whole school Pay Policy

## **Premises and Health and Safety**

- Ensure that the school complies with standards for health and safety on school premises – including receipt of an annual report from the Facilities Manager
- Oversee the drafting and recommendations of the School Accessibility Plan
- Oversee the drafting and recommendations of the School Lettings Policy and Arrangements
- Oversee all policies relating to Health & Safety
- Oversee all policies relating to the use of school premises

- Receive a termly report from the appointed Health & Safety Governor

**Health and Safety terms of reference: See Health and Safety Policy**

## **19. Standards Committee**

At least five and no more than nine Governors. This Committee will have assigned to it appropriate members of the Senior Leadership Team to advise it on aspects of the work it does. Other members of staff responsible for specific areas may be asked to attend meetings to discuss with, report to or advise the committee on issues pertinent to their roles within the school. Staff members will not have voting rights.

**Quorum for above committee: 3 members of Committee**

**Frequency of meetings for above committees: at least once per term and as and when required. The date and timing of the meetings will be as decided by the Committee.**

- To consider and advise the governing body on academic standards and other matters relating to the school's curriculum, including statutory requirements and the School's Curriculum Policy
- To consider curricular issues which have implications for Finance and Personnel decisions and to make recommendations to the relevant committees or the Governing Body
- To make arrangements for the Governing Body to be represented at School Improvement discussions with the appropriate professional partner and for reports to be received by the Governing Body
- To consider and advise the governing body on the school development plan
- To consider and advise the governing body on the training and development of staff and governors
- Oversee the drafting of appropriate policy documents and review as required.
- Draft, recommend and monitor the implementation and accurate recording and record keeping of the Appraisal policies for all staff

## **20. Student and Staff Well-Being (Welfare) Committee**

At least five and no more than nine Governors to include a member of the SMT as Lead Professional. This Committee will have assigned to it appropriate members of the Leadership Team to advise it on aspects of the work it does. Members of staff responsible for specific areas may be asked to attend meetings to discuss with, report to or advise the committee on issues pertinent to their roles within the school. Staff members will not have any voting rights.

**Quorum for above committee: 3 members of Committee**

**Frequency of meetings for above committees: at least once per term and as and when required. The date and timing of the meetings will be as decided by the Committee.**

The committee, taking advice from the Headteacher and the lead professional shall:

- Take primary responsibility for matters concerning staff welfare

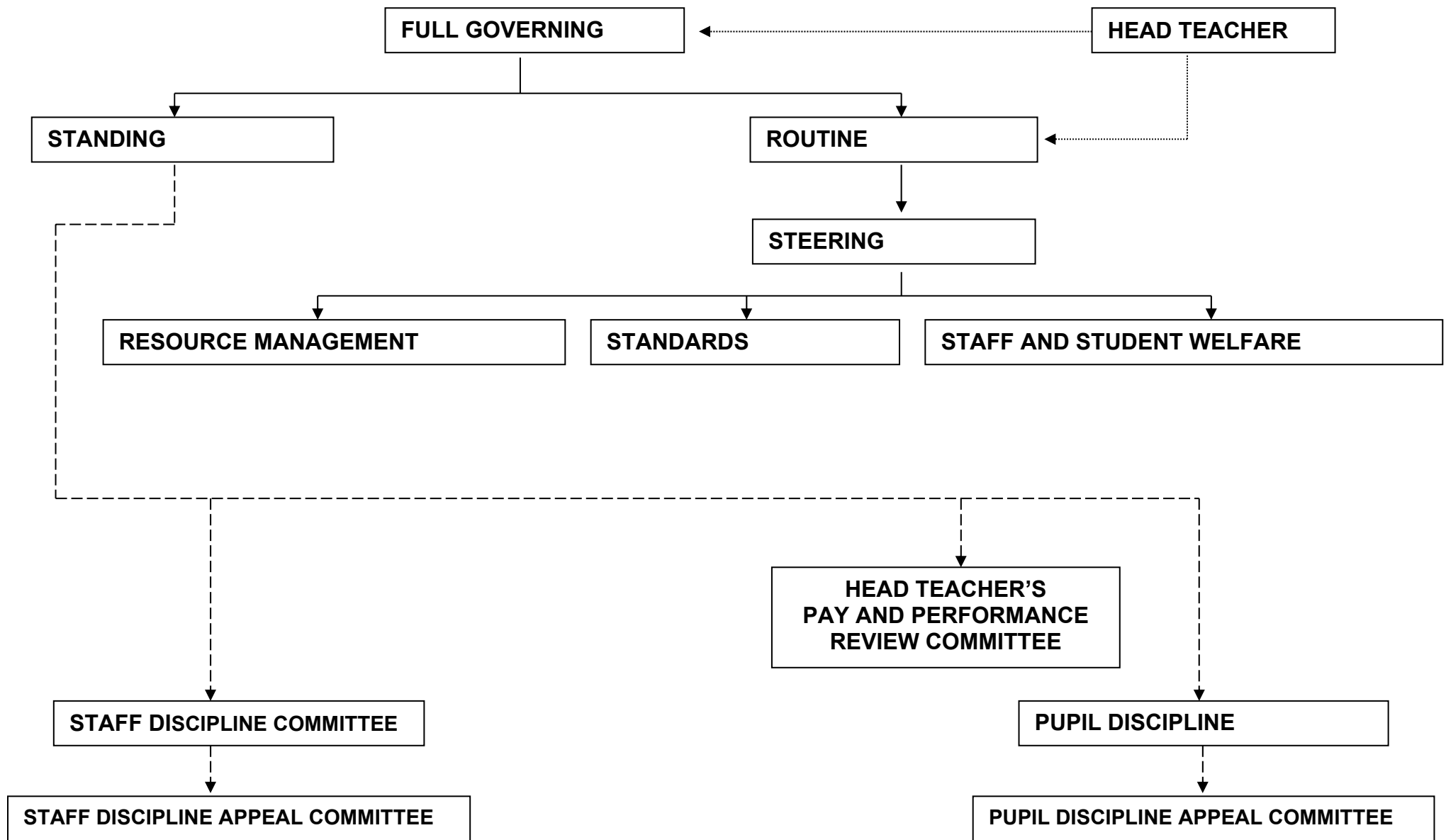
- Oversee the drafting of appropriate Policy Documents to the full Governing Body (e.g. Equal Opportunities)
- Hear complaints about matters other than the curriculum, in accordance with the Complaints Procedure adopted by the school
- Be responsible for all matters of student health and welfare (e.g. school meals)
- Ensure that pupil attendance arrangements meet statutory requirements
- Ensure that arrangements for reporting to parents meet statutory requirements
- Oversee and authorise the arrangements for school visits in line with school policy and legal requirements
- Be advised of all fixed term exclusions.

## **21. Admissions**

Admission to school is managed in accordance with the school's Admissions Policy which is reviewed and updated as necessary, annually. KGGS is a member of the Consortium of Lincolnshire Grammar Schools and, as such, seeks only to admit students who have achieved an 11+ standardised score of 220 plus. The school's Admissions Code is published on the school's website

With regard to appeals against decisions not to admit, these are managed by an independent admissions panel. Kesteven and Grantham Girls' School adopts the services of Lincolnshire County Council's independent Appeals Panel.

## 22. Kesteven and Grantham Girls' School – Governing Body Skeleton



### KEY

*Meet regularly* →

*Meet when required* - - - - - →

*Head Teacher works with* ······ →

# **Code of Practice for Kesteven and Grantham Girls' School Governors – July 2021**



**Kesteven and Grantham Girls' School**

## Contents

|                                                        |   |
|--------------------------------------------------------|---|
| 1. Introduction .....                                  | 3 |
| 2. The purpose of the governing body .....             | 3 |
| 3. The governing body: .....                           | 3 |
| 4. The role of a governor.....                         | 4 |
| Commitment .....                                       | 5 |
| Relationships.....                                     | 5 |
| Confidentiality.....                                   | 6 |
| Conflicts of interest.....                             | 6 |
| Breach of this code of practice .....                  | 6 |
| 5. Review .....                                        | 6 |
| 6. Appendix: The Seven Principles of Public Life ..... | 8 |

## **1. Introduction**

This code sets out the expectations and commitment required from governors in order for the governing body to properly carry out its work within the school and the community. The code is subject to regular review.

## **2. The purpose of the governing body**

The governing body is the school's accountable body. It is responsible for the conduct of the school and for promoting high standards. The governing body aims to ensure that children are attending a successful school which provides them with a good education and supports their well-being.

## **3. The governing body:**

### **Sets the strategic direction of the school by:**

- o Setting the values, aims and objectives for the school
- o Agreeing the policy framework for achieving those aims and objectives
- o Setting statutory targets
- o Agreeing the school improvement strategy which includes approving the budget and agreeing the staffing structure

### **Challenges and supports the school by monitoring, reviewing and evaluating:**

- o The implementation and effectiveness of the policy framework
- o Progress towards targets
- o The implementation and effectiveness of the school improvement strategy
- o The budget and the staffing structure

### **Ensures accountability by:**

- o Signing off the Self Evaluation Form or the equivalent
  - o Responding to Ofsted reports when necessary
  - o Holding the Principal to account for the performance of the school
  - o Ensuring parents and pupils are involved, consulted and informed as appropriate
  - o Making available information to the community
- Appoints and performance manages the Principal who will deliver the aims (through the day to day management of the school, implementation of the agreed policy framework and school improvement strategy, and delivery of the curriculum) and report appropriately to the governing body.

For governing bodies to carry out their role effectively, governors must be:

- Prepared and equipped to take their responsibilities seriously;
- Acknowledged as the accountable body by the lead professionals;
- Supported by the appropriate authorities in that task; and
- Willing and able to monitor and review their own performance.

#### **4. The role of a governor**

**In law the governing body is a corporate body, which means:**

- No governor can act on her/his own without proper authority from the full governing body;
- All governors carry equal responsibility for decisions made, and
- Although appointed through different routes (i.e. parents, staff, co-opted and community), the overriding concern of all governors has to be the welfare of the school as a whole.

#### **General**

- We understand the purpose of the governing body and the role of the Principal as set out above.
- We are aware of and accept the Nolan seven principles of public life: see appendix.
- We will act in accordance with the Academy's Articles of association.
- We accept that we have no legal authority to act individually, except when the governing body has given us delegated authority to do so, and therefore we will only speak on behalf of the governing body when we have been specifically authorised to do so.
- We have a duty to act fairly and without prejudice, and in so far as we have responsibility for staff, we will fulfil all that is expected of a good employer.
- We will encourage open government and will act appropriately.
- We accept collective responsibility for all decisions made by the governing body or its delegated agents. This means that we will not speak against majority decisions outside the governing body meeting.
- We will consider carefully how our decisions may affect the community and other schools.
- We will always be mindful of our responsibility to maintain and develop the ethos and reputation of our school. Our actions within the school and the local community will reflect this.
- In making or responding to criticism or complaints affecting the school we will follow the procedures established by the governing body.

## **Commitment**

- We will uphold the Academy's values and objectives (including equal opportunities and diversity).
- We acknowledge that accepting office as a governor involves the commitment of significant amounts of time and energy.
- We will each involve ourselves actively in the work of the governing body, and accept our fair share of responsibilities, including service on committees or working groups.
- If acting as directors, we will not go beyond our duties or act outside of the powers of authority conveyed on us, and acknowledge that were we to do so we could be held liable to the school and/or third parties.
- If acting as trustees on the Trust Body, we accept that we may be held responsible up to the limit in the Articles of Association, were the school to go bankrupt.
- We will make full efforts to read board papers and attend all meetings, and where we cannot attend explain in advance in full why we are unable to.
- We will get to know the school well and respond to opportunities to involve ourselves in school activities.
- Our visits to school will be arranged in advance with the staff and undertaken within the framework established by the governing body and agreed with the Principal.
- We will consider seriously our individual and collective needs for training and development, and will undertake relevant training
- We will make sure that taxpayers receive value-for-money.
- We are committed to actively supporting and challenging the Principal.

## **Relationships**

- We will strive to work as a team in which constructive working relationships are actively promoted.
- We will express views openly, courteously and respectfully in all our communications with other governors.
- We will support the chair in their role of ensuring appropriate conduct both at meetings and at all times.
- We are prepared to answer queries from other governors in relation to delegated functions and take into account any concerns expressed, and we will acknowledge the time, effort and skills that have been committed to the delegated function by those involved.
- We will seek to develop effective working relationships with the Principal, staff and parents, the local authority and other relevant agencies and the community.

**Confidentiality**

- We will observe complete confidentiality when matters are deemed confidential or where they concern specific members of staff or pupils, both inside or outside school.
- We will exercise the greatest prudence at all times when discussions regarding school business arise outside a governing body meeting.
- We will not reveal the details of any governing body vote.

**Conflicts of interest**

- We will record any pecuniary or other business interest that we have in connection with the governing body's business in the Register of Business Interests.
- We will declare any pecuniary interest - or a personal interest which could be perceived as a conflict of interest - in a matter under discussion at a meeting and offer to leave the meeting for the appropriate length of time.

**Breach of this code of practice**

- If we believe this code has been breached, we will raise this issue with the Chair and the Chair will investigate; the governing body should only use suspension as a last resort after seeking to resolve any difficulties or disputes in more constructive ways;
- Failing to report a breach of the code is itself a breach of this code
- We understand that any allegation of a material breach of this code of practice by any governor shall be raised at a meeting of the governing body, and, if agreed to be substantiated by a majority of governors, shall be minuted and can lead to consideration of suspension from the governing body.

**5. Review**

The Governing Body will be responsible for ensuring that this code of practice is kept under review.

**The Governing Body of Kesteven and Grantham Girls' School adopted this code of practice on 6th July 2021.** Governors will sign the Code at the first governing body meeting of each school year.

**Undertaking:**

***As a member of the Governing Body I will always have the well-being of the students and the reputation of the school at heart; I will do all I can to be an ambassador for the school, publicly supporting its aims, values and ethos; I will never say or do anything publicly that would embarrass the school, the Governing Body, the Principal or staff.***

Signed .....

Printed name .....

Date: .....

Reference: National Governors' Association's Code of Practice for Academy School Governors 2011/12

## **6. Appendix: The Seven Principles of Public Life**

*(originally published by the Nolan Committee: The Committee on Standards in Public Life was established by the then Prime Minister in October 1994, under the Chairmanship of Lord Nolan, to consider standards of conduct in various areas of public life, and to make recommendations).*

### **Selflessness**

Holders of public office should act solely in terms of the public interest. They should not do so in order to gain financial or other material benefits for themselves, their family, or their friends.

### **Integrity**

Holders of public office should not place themselves under any financial or other obligation to outside individuals or organisations that might seek to influence them in the performance of their official duties.

### **Objectivity**

In carrying out public business, including making public appointments, awarding contracts, or recommending individuals for rewards and benefits, holders of public office should make choices on merit.

### **Accountability**

Holders of public office are accountable for their decisions and actions to the public and must submit themselves to whatever scrutiny is appropriate to their office.

### **Openness**

Holders of public office should be as open as possible about all the decisions and actions that they take. They should give reasons for their decisions and restrict information only when the wider public interest clearly demands.

### **Honesty**

Holders of public office have a duty to declare any private interests relating to their public duties and to take steps to resolve any conflicts arising in a way that protects the public interest.

### **Leadership**

Holders of public office should promote and support these principles by leadership and example.

## Configuration History

| Version: | Date:        | Authors | Contributors |
|----------|--------------|---------|--------------|
| 1.0      | October 2010 |         |              |
| 1.1      | July 2011    |         |              |
| 2.0      | October 2012 |         |              |
| 3.0      | July 2013    |         |              |
| 4.0      | July 2014    |         |              |
| 4.1      | July 2015    |         |              |
| 4.2      | July 2016    |         |              |
| 4.3      | July 2017    |         |              |
| 5.0      | July 2018    |         |              |
| 6.0      | July 2019    |         |              |
| 7.0      | July 2020    |         |              |
| 8.0      | July 2021    |         |              |

## Audit trail of change

| Version: | Date         | Reason for change              |
|----------|--------------|--------------------------------|
| 1.0      | October 2010 | Modified structure of document |
| 1.1      | July 2011    | Review                         |
| 2.0      | October 2012 | Modified structure of document |
| 3.0      | July 2013    | Review                         |
| 4.0      | July 2014    | Review                         |
| 4.1      | July 2015    | Review                         |
| 4.2      | July 2016    | Review                         |
| 4.3      | July 2017    | Review                         |
| 5.0      | July 2018    | Review                         |
| 6.0      | July 2019    | Review                         |
| 7.0      | July 2020    | Review                         |
| 8.0      | July 2021    | Review                         |

## Authorisation

| Name                              | Date      | Signature |
|-----------------------------------|-----------|-----------|
| Dr D Watson<br>Chair of Governors | July 2021 |           |

# **Kesteven and Grantham Girls' School**

## **Funding Agreement and**

## **Articles of Association**



**Kesteven and Grantham Girls' School**

**FUNDING AGREEMENT**

**2012**

**KESTEVEN AND GRANTHAM GIRLS' SCHOOL ACADEMY TRUST  
FUNDING AGREEMENT**

**CONTENTS:**

| <b>SECTION</b>                                                                   | <b>CLAUSE NO</b> |
|----------------------------------------------------------------------------------|------------------|
| <b>INTRODUCTION</b>                                                              | 1 – 8            |
| <b>LEGAL AGREEMENT</b>                                                           | 9                |
| <b>CHARACTERISTICS OF THE ACADEMY</b>                                            | 10               |
| <b>ACADEMY OPENING DATE</b>                                                      | 11               |
| <b>CONDITIONS OF GRANT</b>                                                       |                  |
| General                                                                          | 12               |
| Governance                                                                       | 13 – 14          |
| Conduct                                                                          | 15               |
| Criminal Records Bureau Checks                                                   | 16               |
| Pupils                                                                           | 17               |
| Designated Teacher for Looked After Children                                     | 17A              |
| Teachers and other staff                                                         | 18 – 21          |
| Curriculum, curriculum development and delivery<br>and RE and collective worship | 22-28A           |
| Assessment                                                                       | 29               |
| Exclusions                                                                       | 30               |
| School meals                                                                     | 31 – 32          |
| Charging                                                                         | 33               |
| International Education Surveys                                                  | 33A              |
| Pupil Premium                                                                    | 33B              |
| Duration of school day and year                                                  | 33C              |
| <br><b>GRANTS TO BE PAID BY THE SECRETARY OF STATE</b>                           |                  |
| General                                                                          | 34 – 35          |
| Capital Grant                                                                    | 36 – 39          |
| Arrangements for Payment of Capital Grant                                        | 40               |
| General Annual Grant                                                             | 41 – 53          |
| Earmarked Annual Grant                                                           | 54 – 55          |
| Arrangements for payment of GAG and EAG                                          | 56 – 60          |
| Other relevant funding                                                           | 61 – 64          |
| <b>FINANCIAL AND ACCOUNTING REQUIREMENTS</b>                                     |                  |
| General                                                                          | 65 – 79A         |

|                                                                             |             |
|-----------------------------------------------------------------------------|-------------|
| Borrowing Powers                                                            | 80 – 81     |
| Disposal of Assets                                                          | 82 – 88     |
| <b>TERMINATION</b>                                                          |             |
| General                                                                     | 89 – 102    |
| Change of Control                                                           | 102A – 102C |
| Effect of Termination                                                       | 103 – 110   |
| <b>GENERAL</b>                                                              |             |
| Information                                                                 | 111 – 112   |
| Access by Secretary of State's Officers                                     | 113 – 115   |
| <b>LAND</b>                                                                 | 115A        |
| Notices                                                                     | 116 – 117   |
| Complaints                                                                  | 117A – 117B |
| General                                                                     | 118-119     |
| <b>ANNEXES TO AGREEMENT</b>                                                 |             |
| Memorandum and Articles of the Academy Trust                                | Annex A     |
| Admissions Requirements                                                     | Annex B     |
| Arrangements for pupils with SEN and disabilities at each Academy           | Annex C     |
| Procedure for the removal of the Academy's selective admission arrangements | Annex E     |

## INTRODUCTION

- 1) This Agreement is made under section 1 of the Academies Act 2010 between the Secretary of State for Education ("the Secretary of State") and Kesteven and Grantham Girls' School Academy Trust (the "Academy Trust").
- 2) The Academy Trust is a Company incorporated in England and Wales, limited by guarantee with registered Company number 08133675.
- 3) The following expressions used in this Agreement have the respective meanings assigned to them by the numbered clauses of this Agreement referred to immediately after the reference to the expressions -
  - a) "Academies Financial Handbook" - clause 66;
  - b) "Accounting Officer" – clause 65;
  - c) "Annual Letter of Funding" - clause 59;
  - d) "Chief Inspector" means Her Majesty's Chief Inspector of Education, Children's Services and Skills or his successor;
  - e) "GAG" – clause 35;
  - f) "Capital Expenditure" - clause 36;
  - g) "Capital Grant" – clause 36;
  - h) "EAG" - clause 35;
  - i) "Recurrent Expenditure" – clause 35;
  - j) "Start-up Period" – clause 49;
- 4) In this Agreement the following words and expressions shall have the following meanings:-

"Academy Financial Year" means the year from 1st September to 31st August or such other period as the Secretary of State may from time to time specify by notice in writing to the Academy Trust;

"Additional Governors" means Governors who may be appointed by the Secretary of State under Article 62 or 62A of the Articles;

"Business Day" means any day other than a Saturday, Sunday, Christmas Day, Good Friday or a day which is a bank holiday with the meaning given to that expression in the Banking and Financial Dealings Act 1971;

"Control" in relation to a body corporate ('Entity') means either the legal or beneficial ownership of 30 per cent or more of the issued shares in the Entity ordinarily having voting rights or the power of a person ('A') otherwise to secure:-

- (a) either by means of the holding of shares in that Entity or having an interest conferring voting rights at general meetings of the membership of the Entity or of any other body corporate;
- (b) by virtue of any powers conferred by the articles of association or other document regulating that Entity or any other Entity or partnership including, without limitation, the power to appoint or remove a majority of the governing body thereof, or
- (c) by virtue of any agreement, understanding or arrangement between any person or persons,

that the affairs of the first-mentioned Entity are conducted in accordance with the wishes of A and 'Controls' shall be construed accordingly;

"DfE" means Department for Education;

"Further Governors" means Governors who may be appointed by the Secretary of State under Article 63 of the Articles if a Special Measures Termination Event, as defined in this Agreement, occurs;

"LA" means the Local Authority in the area in which the Academy is situated;

"Land" means the publicly funded land (including for the avoidance of doubt all buildings, structures landscaping and other erections) situated at and known as Kesteven and Grantham Girls' School, Sandon Road, Grantham, Lincolnshire NG31 9AU;

"Memorandum" and "Articles" means the Memorandum and Articles of Association of the Academy Trust for the time being in force, a copy of the current version of which is annexed to this Agreement as Annex A;

"parents" means parents or guardians;

"persons" includes a body of persons, corporate or incorporate;

"Principal" means the head teacher of the Academy;

"Principal Regulator" means the entity appointed as Principal Regulator further to the Charities Act 2006;

references to "school" shall where the context so admits be references to the Academy;

"SEN" means Special Educational Needs.

- 5) The Interpretation Act 1978 shall apply for the interpretation of this Agreement as it applies for the interpretation of an Act of Parliament.
- 6) Expressions defined in this Agreement shall have the same meaning where used in any Annex to this Agreement.
- 7) Questions arising on the interpretation of the arrangements in this Agreement shall be resolved by the Secretary of State after consultation with the Academy Trust.
- 8) Section 1 (3) of the Academies Act 2010 states that:
  - (3) An Academy agreement is an agreement between the Secretary of State and the other party under which-
    - (a) the other party gives the undertakings in subsection (5), and
    - (b) the Secretary of State agrees to make payments to the other party in consideration of those undertakings.

## **LEGAL AGREEMENT**

- 9) In consideration of the Academy Trust undertaking to establish and maintain, and to carry on or provide for the carrying on of, an independent school in England to be known as Kesteven and Grantham Girls' School ("the Academy") and having such characteristics as are referred to in clause 10, the Secretary of State agrees to make payments to the Academy Trust in accordance with the conditions and requirements set out in this Agreement. For the avoidance of doubt, any obligations imposed upon or powers given to the Academy by this Agreement are also imposed upon and given to the Academy Trust.

## **CHARACTERISTICS OF THE ACADEMY**

10) The applicable characteristics of the Academy set down in Section 1A(1) of the Academies Act 2010, are that:

- (a) it is an independent school;
- (b) it has a curriculum satisfying the requirements of section 78 of the Education Act 2002 (balanced and broadly based curriculum);
- (c) it provides education for pupils who are wholly or mainly drawn from the area in which the school is situated; and
- (d) it is not an alternative provision academy.

10A) Kesteven and Grantham Girls' School is a single-sex girls' Academy.

## **ACADEMY OPENING DATE**

11) The Academy shall open as a school on 1 September 2012 replacing Kesteven and Grantham Girls' School which shall cease to be maintained by the LA on that date, which date shall be the conversion date within the meaning of the Academies Act 2010.

## **CONDITIONS OF GRANT**

### **General**

12) Other conditions and requirements in respect of the Academy are that:

- (a) the school will be at the heart of its community, promoting community cohesion and sharing facilities with other schools and the wider community;
- (b) there will be assessments of pupils' performance as they apply to maintained schools and the opportunity to study for relevant qualifications in accordance with clause 29 (d);
- (c) the admissions policy and arrangements for the school will be in accordance with admissions law, and the DfE Codes of Practice, as they apply to maintained schools;
- (d) teachers' levels of pay and conditions of service for all employees will be the responsibility of the Academy Trust;
- (e) there will be an emphasis on the needs of the individual pupils including pupils with

special education needs (SEN), both those with and without statements of SEN;

- (f) there will be no charge in respect of admission to the school and the school will only charge pupils where the law allows maintained schools to charge;
- (g) the Academy Trust shall as soon as reasonably practicable establish an appropriate mechanism for the receipt and management of donations and shall use reasonable endeavours to procure donations through that mechanism for the purpose of the objects specified in the Articles.

### **Governance**

- 13) The Academy will be governed by a governing body ("the Governing Body") who are the Directors of the company constituted under the Articles of the Academy Trust.
- 14) The Governing Body shall have regard to (but for the avoidance of doubt shall not be bound by) any guidance as to the governance of academies that the Secretary of State may publish.

### **Conduct**

- 15) The Academy shall be conducted in accordance with:
  - (a) the Articles, which shall not be amended by the Academy Trust without the written consent of the Secretary of State, such consent not to be unreasonably withheld;
  - (b) all provisions by or under statute which confer rights or impose obligations on Academies including, without limitation, the independent schools standards prescribed under section 157 of the Education Act 2002 to the extent they apply to the Academy;
  - (c) the terms of this Agreement.

### **Criminal Records Bureau Checks**

- 16) The Academy shall comply with the requirements of the Education (Independent School Standards) (England) Regulations 2010 (or such other regulations as may for the time being be applicable) in relation to carrying out enhanced criminal records checks, obtaining enhanced criminal records certificates and making any further checks, as required and appropriate for members of staff, supply staff, individual Governors and the Chair of the Governing Body.

### **Pupils**

- 17) The planned capacity of the Academy is 1200 in the age range 11-18, including a sixth form of 330.

The Academy will be a school whose requirements for:

- (a) the admission of pupils to the Academy are set out in Annex B to this Agreement;
- (b) the admission to the Academy of and support for pupils with SEN and with disabilities (for pupils who have and who do not have statements of SEN) are set out in Annex C to this Agreement;
- (c) pupil exclusions are set out in regulations made by virtue of section 51A of the Education Act 2002 (as may be amended from time to time, and includes any successor provisions); and
- (d) the procedure for the removal of the Academy's selective admission arrangements is set out in Annex E to this Agreement.

### **Designated Teacher for Looked After Children**

17A) The Academy Trust will in respect of the Academy act in accordance with, and be bound by, all relevant statutory and regulatory provisions and have regard to any guidance and codes of practice issued pursuant to such provisions, as they apply at any time to a maintained school, relating to the designation of a person to manage the teaching and learning programme for children who are looked after by an LA and are registered pupils at the Academy. For the purpose of this clause, any reference to the governing body of a maintained school in such statutory and regulatory provisions, or in any guidance and code of practice issued pursuant to such provisions, shall be deemed to be references to the Governing Body of the Academy Trust.

### **Teachers and other staff**

18) Subject to clause 19, the Academy Trust shall not employ anyone under a contract of employment or for services to carry out planning and preparing lessons and courses for pupils, delivering lessons to pupils, assessing the development, progress and attainment of pupils, and reporting on the development, progress and attainment of pupils ("specified work") who is not either:-

- (a) a qualified teacher within the meaning of regulations made under section 132 of the Education Act 2002; or
- (b) otherwise eligible to do specified work under the Education (Specified Work and Registration) (England) Regulations 2003 (SI 2003/1663), which for the purpose of this clause shall be construed as if the Academy were a maintained school.

19) Clause 18 does not apply to anyone who:

- (a) was transferred to the employment of the Academy Trust by virtue of the Transfer of Undertakings (Protection of Employment) Regulations 2006;
- (b) immediately prior to the transfer, was employed to do specified work; and
- (c) immediately prior to the transfer, was not:
  - (i) a qualified teacher within the meaning of regulations made under section 132 of the Education Act 2002 and registered with full registration with the appropriate body, or
  - (ii) eligible to do specified work under the Education (Specified Work and Registration) (England) Regulations 2003 (SI 2003/1663)

("transferred staff member"). The Academy Trust shall use its best endeavours to ensure that any transferred staff member who undertakes specified work and does not meet the requirements of clause 18(a) or clause 18(b) meets such requirements as soon as possible.

20) The Academy Trust shall ensure that all teachers employed at the Academy have access to the Teachers Pension Scheme and, in so doing, will comply with the statutory provisions underlying the scheme.

21) The Academy Trust shall ensure that all employees at the Academy other than teachers have access to the Local Government Pension Scheme.

**Curriculum, curriculum development and delivery and RE and collective worship**

22) The curriculum provided by the Academy to pupils up to the age of 16 shall be broad and balanced.

22A) The Academy Trust shall publish information in relation to its current curriculum provision. Such information shall include details relating to:-

- (a) the content of the curriculum;
- (b) its approach to the curriculum;
- (c) the GCSE options (and other Key Stage 4 qualifications) offered by the Academy; and
- (d) how parents (including prospective parents) can obtain further information in relation to the Academy's curriculum.

22B) Subject to the requirements of clauses 22 to 28A, the curriculum will be the responsibility of the Academy Trust.

23) The Academy Trust shall ensure that the broad and balanced curriculum includes English, Mathematics and Science.

23A) Sections 42A (provision of careers guidance) and 45A (guidance as to discharge of duties) of the Education Act 1997 shall be deemed to apply to the Academy with the following modifications:

- a) the Academy shall be treated as falling within the meaning of “a school” under section 42A (2);
- b) the Academy Trust shall be deemed to be the “responsible authorities” for the purposes of subsection 42A(3); and
- c) references to registered pupils shall be treated as references to registered pupils at the Academy.

24) The Academy Trust shall make provision for the teaching of religious education and for a daily act of collective worship at the Academy.

25) Where the Academy is designated with a religious character in accordance with section 124B of the School Standards and Framework Act 1998 or further to section 6(8) of the Academies Act 2010:

- (a) subject to clause 27 and paragraph 4 of Schedule 19 to the School Standards and Framework Act 1998 which shall apply as if the Academy were a voluntary aided school with a religious character, the Academy Trust shall ensure that provision is made for religious education to be given to all pupils at the Academy in accordance with the tenets of the specified religion or religious denomination of the Academy;
- (b) subject to clause 27, the Academy Trust shall comply with the requirements of section 70(1) of, and Schedule 20 to, the School Standards and Framework Act 1998 as if the Academy were a foundation school with a religious character or a voluntary school, and as if references to 'the required collective worship' were references to collective worship in accordance with the tenets and practices of the specified religion or religious denomination of the Academy;

- (c) the Academy Trust shall ensure that the quality of religious education given to pupils at the Academy and the contents of the Academy's collective worship given in accordance with the tenets and practice of the specific religion or religious denomination are inspected. Such inspection shall be conducted by a person chosen by the Academy Trust and the Academy shall secure that such inspection shall comply with the requirements set out in any statutory provision and regulations as if the Academy were a foundation or voluntary school which has been designated under section 69(3) of the School Standards and Framework Act 1998 as having a religious character.

26) Where the Academy has not been designated with a religious character in accordance with section 124B of the School Standards and Framework Act 1998 or further to Section 6(8) of the Academies Act 2010:

- (a) subject to clause 27, the Academy Trust shall ensure that provision shall be made for religious education to be given to all pupils at the Academy in accordance with the requirements for agreed syllabuses in section 375(3) of the Education Act 1996 and paragraph 2(5) of Schedule 19 to the School Standards and Framework Act 1998;
- (b) subject to clause 27, the Academy Trust shall ensure that the Academy complies with the requirements of section 70(1) of, and Schedule 20 to, the School Standards and Framework Act 1998 as if it were a community, foundation or voluntary school which does not have a religious character, except that the provisions of paragraph 4 of that Schedule do not apply. The Academy may apply to the Secretary of State for consent to be relieved of the requirement imposed by paragraph 3(2) of that Schedule, the Secretary of State's consent to such an application not to be unreasonably withheld or delayed;
- (c) the Academy Trust:
  - (i) agrees that before making an application pursuant to the Religious Character of Schools (Designation Procedure) (Independent Schools) (England) Regulations 2003 for the Academy to be designated as a school with religious character it shall seek the prior written consent of the Secretary of State;
  - (ii) hereby acknowledges that the Secretary of State may in his absolute discretion refuse or consent to the Academy Trust making such an application.

27) Section 71(1) – (6) and (8) of the School Standards and Framework Act 1998 shall apply as if the Academy were a community, foundation or voluntary school, and as if references to "Religious

Education” and to “Religious Worship” in that section were references to the religious education and religious worship provided by the Academy in accordance with clauses 25 or 26 as appropriate.

28) The Academy Trust shall have regard to any guidance issued by the Secretary of State further to section 403 of the Education Act 1996 on sex and relationship education to ensure that children at the Academy are protected from inappropriate teaching materials and they learn the nature of marriage and its importance for family life and for bringing up children. The Academy Trust shall also have regard to the requirements set out in section 405 of the Education Act 1996 which shall apply to the Academy as if it were a maintained school.

28A) The Academy Trust agrees to act in accordance with Sections 406 (Political Indoctrination) and 407 (Duty to secure balanced treatment of political issues) of the Education Act 1996 as if it were a maintained school, subject to the following modifications:-

- (a) references to any maintained school shall be treated as references to the Academy;
- (b) references to registered pupils shall be treated as references to registered pupils at the Academy;
- (c) references to the governing body or the local authority shall, in each case, be treated as references to the Academy Trust; and
- (d) references to the head teacher shall, in each case, be treated as references to the Principal of the Academy.

### **Assessment**

29) The Secretary of State will notify the appropriate body for assessment purposes about the Academy.

- (a) The Academy Trust shall ensure that the Academy complies with any guidance issued by the Secretary of State from time to time to ensure that pupils take part in assessments and in teacher assessments of pupil's performance as they apply to maintained schools.
- (b) The Academy Trust shall report to any body on assessments under clause 29 as the Secretary of State shall prescribe and shall provide such information as may be required by that body as applies to maintained schools.
- (c) In respect of all Key Stages, the Academy Trust will submit the Academy to monitoring

and moderation of its assessment arrangements as prescribed by the Secretary of State.

- (d) The Academy Trust may not offer courses at the Academy which lead to relevant qualifications, as defined in section 96 of the Learning and Skills Act 2000, unless the Secretary of State gives specific approval for such courses.

29A) The Academy Trust shall ensure that the following information is published on the Academy's website:

- (a) The school's most recent key stage 4 results as published by the Secretary of State under the following column headings in the School Performance Tables published on the Department for Education's website:
  - (i) "% achieving 5 + A\* - C GCSEs (or equivalent) including English or Maths GCSEs";
  - (ii) "% achieving the English Baccalaureate"; and
  - (iii) "% of pupils making expected progress;"
- b) Information as to where and by what means parents (including prospective parents) may access the most recent report about the school published by her Majesty's Chief Inspector of Education, Children's Services and Skills.
- c) Information as to where and by what means parents (including prospective parents) may access the School Performance Tables published by the Secretary of State on the Department for Education's website.

### **Exclusions Agreement**

30) The Academy Trust shall, if invited to do so by an LA, enter into an agreement in respect of the Academy with that LA, which has the effect that where:

- (a) the Academy Trust admits a pupil to the Academy who has been permanently excluded from a maintained school, the Academy itself or another Academy with whom the LA has a similar agreement; or
- (b) the Academy Trust permanently excludes a pupil from the Academy

payment will flow between the Academy Trust and the LA in the same direction and for the same amount that it would, were the Academy a maintained school, under Regulations made under

section 47 of the School Standards and Framework Act 1998 relating to the addition or deduction of a maintained school's budget following a permanent exclusion or the admission of a permanently excluded pupil. At the date of this Agreement, the applicable Regulation is Regulation 23 of the School Finance (England) Regulations 2011.

### **School Meals**

31) The Academy Trust shall, if requested to do so by or on behalf of any pupils at the Academy, provide school lunches for those pupils unless it would be unreasonable for it to do so. Subject to the provisions of clause 32 charges may be levied for lunches, but the Academy Trust shall otherwise fund the cost of such school lunches from its GAG.

32) In relation to a pupil who is himself or whose parents are in receipt of benefits mentioned in section 512ZB of the Education Act 1996 (or equivalent provision governing the entitlement to free school lunches of pupils at maintained schools), the Academy Trust shall ensure that a school lunch is provided for such a pupil free of charge to be funded out of the Academy Trust's GAG.

### **Charging**

33) Sections 402 (Obligation to enter pupils for public examinations), 450 - 457 (charges), 459 (regulations about information about charges and school hours) and 460 (voluntary contributions), 461 (recovery of sums as civil debt) - 462 (Interpretation re charges) of the Education Act 1996 (including, for the avoidance of doubt, any secondary legislation made further to those provisions) shall be deemed to apply to the Academy with the following modifications:-

- (a) references to any maintained school shall be treated as references to the Academy;
- (b) references to registered pupils shall be treated as references to registered pupils at the Academy;
- (c) references to the governing body or the local education authority shall, in each case, be treated as references to the Academy Trust;
- (d) the charging and remissions policies required to be determined under section 457, and any amendment thereto, shall require the approval of the Secretary of State; and
- (e) the Academy Trust may charge persons who are not registered pupils at the Academy for education provided or for facilities used by them at the Academy.

### **International Education Surveys**

33A) The Secretary of State may, by notice in writing to the Academy Trust, require the Academy Trust to participate in an international education survey and the Academy Trust shall, upon receipt of such notice, participate in that survey and provide to the Secretary of State or to those carrying out the survey all such assistance and information as may reasonably be required for the purposes of the Academy's participation in that survey.

### **Pupil Premium**

33B) The Academy Trust shall publish in each Academy Financial Year information in relation to:

- a) the amount of Pupil Premium allocation that it will receive during the Academy Financial Year;
- b) on what it intends to spend the Pupil Premium allocation;
- c) on what it spent its Pupil Premium in the previous Academy Financial Year;
- d) the impact in educational attainment, arising from expenditure of the previous Academy Financial Year's Pupil Premium.

### **DURATION OF SCHOOL DAY AND YEAR**

33C) The duration of the school day and year will be the responsibility of the Academy Trust.

## **GRANTS TO BE PAID BY THE SECRETARY OF STATE**

### **General**

34) The Secretary of State shall pay grants towards Capital Expenditure and Recurrent Expenditure for the Academy. Except with the Secretary of State's prior agreement, the Academy Trust shall not budget for its expenditure in any Academy Financial Year in excess of expected income. The Academy Trust shall not enter into commitments which are likely to have substantial implications for future levels of grant, or for the period for which grant may be required. No decision by the Academy Trust shall commit the Secretary of State to paying any particular amount of grant.

35) "Recurrent Expenditure" means any expenditure on the establishment, conduct, administration and maintenance of the Academy which does not fall within the categories of Capital Expenditure set out at clause 36. The Secretary of State shall pay two separate and distinct grants in respect of Recurrent Expenditure: General Annual Grant ("GAG") and Earmarked Annual Grant ("EAG").

### **Capital Grant**

36) "Capital Expenditure" means expenditure on:

- (a) the acquisition of land and buildings;
- (b) the erection, enlargement, improvement or demolition of any building including fixed plant, installation, wall, fence or other structure, or any playground or hard standing;
- (c) the installation of electrical, mechanical or other services other than necessary replacements, repairs and maintenance due to normal wear and tear;
- (d) the purchase of vehicles and other self-propelled mechanical equipment;
- (e) the installation and equipping of premises with furnishings and equipment, other than necessary replacements, repairs and maintenance due to normal wear and tear;
- (f) the installation and equipping of premises with computers, networking for computers, operating software and information and communication technology equipment, other than necessary updates or necessary replacements, repairs and maintenance due to normal wear and tear;
- (g) the provision and equipping of premises, including playing fields and other facilities for social activities and physical recreation other than necessary replacements, repairs and maintenance due to normal wear and tear;
- (h) works of a permanent character other than the purchase or replacement of minor day-to-day items;
- (i) any major repairs or replacements which are specified as constituting capital expenditure in any grant letter relating to them;
- (j) such other items (whether of a like or dissimilar nature to any of the foregoing) of a substantial or enduring nature as the Secretary of State may agree shall constitute capital expenditure for the purposes of this Agreement;
- (k) all professional fees properly and reasonably incurred in connection with the provision of any of the above;
- (l) VAT and other taxes payable on any of the above.

“Capital Grant” means grant paid to the Academy Trust in respect of Capital Expenditure.

37) Where the Academy is to open in new premises, or where existing premises are to be substantially refurbished or remodelled to enable the Academy to open in such premises, the Secretary of State,

may, in his absolute discretion be responsible for meeting the incurred Capital Expenditure for that Academy. To that end, the Secretary of State will consider providing funding in accordance with any arrangements as he considers appropriate.

38) Any Capital Expenditure incurred in respect of the Academy on which Capital Grant payments are sought from the Secretary of State will require the specific prior written agreement of the Secretary of State, which agreement shall not be unreasonably withheld or delayed.

39) Any payment of Capital Grant to the Academy Trust under this Agreement is subject to the fulfilment of the following conditions:

- (a) such grants are used solely to defray expenditure approved by the Secretary of State;
- (b) the Academy Trust certifying and providing evidence that all planning and other consents necessary for the development and all related infrastructure to be completed have been obtained or put in place; and
- (c) any other conditions that the Secretary of State may specify.

#### **Arrangements for Payment of Capital Grant**

40) Capital Grant will be paid by the Secretary of State to the Academy Trust on the basis of claims for grant submitted to the Secretary of State in the notified format with supporting invoices and certificates as required by the Secretary of State. If a dispute arises as to whether a claim is or is not acceptable both parties undertake to attempt to resolve it in good faith. In the event of such a dispute, the Secretary of State shall pay to the Academy Trust so much of the claim as shall not be in dispute.

#### **General Annual Grant**

41) GAG will be paid by the Secretary of State to the Academy Trust in order to cover the normal running costs of the Academy. These will include, but are not limited to:

- (a) teachers' salaries and related costs (including full and part time teaching staff and seconded teachers);
- (b) non-teaching staff salaries and related costs (including pension contributions, educational support staff, administrative and clerical staff and manual and premises related staff);
- (c) employees' expenses;

- (d) the purchase, maintenance, repair and replacement:
  - (i) of teaching and learning materials and other educational equipment, including books, stationery and ICT equipment and software, sports equipment and laboratory equipment and materials;
  - (ii) of other supplies and services;
- (e) examination fees;
- (f) repairs, servicing and maintenance of buildings (including redecoration, heating, plumbing, lighting etc); maintenance of grounds (including boundary fences and walls); cleaning materials and contract cleaning; water and sewage; fuel and light (including fuel oil, solid and other fuel, electricity and gas); rents; rates; purchase, maintenance, repairs and replacement of furniture and fittings;
- (g) insurance, provided that the Secretary of State shall not be obliged to pay GAG in relation to insurance to the extent that insurance and/or comparable arrangements are made available to the Academy Trust (whether at a cost to the Academy Trust or otherwise and whether made available by and/or on behalf of the Secretary of State or otherwise) save that, to the extent that such insurance and/or comparable arrangements as may be made available constitute a cost for the Academy Trust, the Secretary of State shall provide a contribution through GAG in relation to such cost;
- (h) medical equipment and supplies;
- (i) staff development (including in-service training);
- (j) curriculum development;
- (k) the costs of providing school meals for pupils (including the cost of providing free school meals to pupils who are eligible to receive them), and discretionary grants to pupils to meet the cost of pupil support, including support for pupils with special educational needs or disabilities (taking account of the fact that separate additional money will be available for pupils with statements of special educational needs);
- (l) administration;
- (m) establishment expenses and other institutional costs.

42) Subject to clauses to 50-51, GAG for each Academy Financial Year for the Academy will include:-

- (a) funding equivalent to that which would be received by a maintained school with similar characteristics, determined by the Secretary of State and notified in the Annual Letter of Funding or its equivalent, taking account of the number of pupils at the Academy;
- (b) funding in respect of functions which would be carried out by the local authority if the Academy were a maintained school.

43) The GAG for each Academy Financial Year for the Academy will also include, payable on a basis equivalent to that applied to maintained schools:

- (a) funding for matters for which it is necessary for the Academy to incur extra costs, for as long as those costs are deemed necessary by the Secretary of State; and
- (b) payments in respect of further, specific grants made available to maintained schools, where the Academy meets the requisite conditions and criteria necessary (other than being a maintained school) for a maintained school to receive these grants.

44) Subject to clause 46, the basis of the pupil number count for the purposes of determining GAG for the Academy Financial Year in which the Academy opens shall be the same basis as that used by the LA for determining the budget share of the predecessor maintained school as adjusted by numbers counted in any subsequent Schools Census, as determined by the Secretary of State. In subsequent years the basis of the pupil count will be as determined by the Secretary of State.

45) Subject to clause 46, the basis of the pupil number count for the purpose of determining GAG for the Academy for Academy Financial Years after the Academy Financial Year in which the Academy opens will be:

- (a) for the pupil number count for pupils in Year 11 and below, the Schools Census which is used to fund maintained schools for the financial year overlapping with the Academy Financial Year in question; and
- (b) for the pupil number count for pupils in Year 12 and above, the formula which for the time being is in use for maintained schools for the calculation of pupil numbers for pupils in Year 12 and above for the purpose of calculating their level of funding.

46) Where either of the following conditions applies in respect of an Academy Financial Year, the basis of the pupil count shall be determined by the Secretary of State, taking account of any diseconomies of scale that the Academy will be under as a result of such condition(s) applying. The conditions are:

- (a) not all planned Year-groups will be present at the Academy (that is, not all the pupil cohorts relevant to the age-range of the Academy will have some pupils present); or
  - (b) the total number of pupils as measured in the Schools Census which is used to fund maintained schools for the financial year overlapping with the Academy Financial Year in question is less than 90% of the planned final size of the Academy, which is 1200 and has not at any previous time been greater than 90% of that number.
- 47) For any Academy Financial Year in which GAG for the Academy has been calculated in accordance with clause 44, no adjustment shall be made to the following Academy Financial Year's formula funding element of GAG to recognise variation from the pupil count basis used.
- 48) For any Academy Financial Year in which GAG for the Academy is calculated in accordance with clause 45, no adjustment will be made to the formula funding element in the following Academy Financial Year's formula funding element of GAG unless the Academy Trust demonstrates to the satisfaction of the Secretary of State that there has been a significant impact on costs, such as an extra class. For any other element of GAG the Secretary of State may make adjustments to recognise a variation in pupil numbers from that used to calculate the element of grant in question; the basis of these will be set out in the annual letter of funding.
- 49) The Secretary of State recognises that:
- (a) where the Academy opens with an intake representing only a proportion of the final planned size of the Academy, payments based simply upon the number of pupils present are unlikely to be sufficient to meet the Academy's needs in the Academy Financial Years before all age groups are present at their planned size (the "Start-up Period") because of a lack of economies of scale. The Secretary of State may pay an appropriately larger GAG in the Start-up Period than would be justified solely on the basis of the methods set out in clauses 42-48, in order to enable the Academy to operate effectively;<sup>1</sup>
  - (b) where the Academy opens with pupils transferred from one or more maintained schools which have closed, additional GAG resources may be required to take account of transitional costs including any costs associated with supporting the integration of pupils from the closed schools and, where necessary, to offer a dual curriculum. If the Secretary of State has indicated that such additional GAG will be payable, the Academy Trust will make a bid for this addition to GAG based upon need and providing

---

<sup>1</sup> Note that a larger GAG for the Start-Up Period is not applicable to schools applying to convert further to the

appropriate supporting evidence.

50) During the Start-up Period or during the period when year groups are present who have transferred from a predecessor school or schools, the Secretary of State will pay a further element of GAG additional to that calculated in accordance with the methods set out in clauses 42-48 to allow the Academy to:

- (a) purchase a basic stock of teaching and learning materials (including library books, text books, software, stationery, science equipment and equipment for physical education) and other consumable materials;
- (b) meet the costs associated with the recruitment and induction of additional teaching and other staff.

After the Start-up Period these costs will be met through the ordinary GAG.

51) The Secretary of State recognises that if he serves notice of intention to terminate this Agreement, the intake of new pupils during the notice period is likely to decline and that in such circumstances payments based simply upon the number of pupils attending the Academy are unlikely to be sufficient to meet the Academy's needs during the notice period. The Secretary of State undertakes to pay a reasonable and appropriately larger GAG with respect to the Academy in the notice period than would be justified solely on the basis of the methods set out in clauses 42-48, in order to enable the Academy to operate effectively.

52) The Secretary of State also recognises that if this Agreement is terminated for any reason by either party the number of pupils at the Academy is likely to decline. In these circumstances both parties undertake to attempt to resolve issues arising from such termination in good faith and with the aim of protecting the interests and the education of the pupils at the Academy.

53) GAG paid by the Secretary of State shall only be spent by the Academy Trust towards the normal running costs of the Academy.

### **Earmarked Annual Grant**

54) Earmarked Annual Grant ("EAG") shall be paid by the Secretary of State to the Academy Trust in respect of either Recurrent Expenditure or Capital Expenditure for such specific purposes as may from time to time be agreed between the Secretary of State and the Academy Trust and as described in the relevant funding letter. The Academy Trust shall only spend EAG in accordance

with the scope, terms and conditions of the grant set out in the relevant funding letter.

- 55) Where the Academy Trust is seeking a specific EAG in relation to any Academy Financial Year, it shall submit a letter outlining its proposals and the reasons for its request to Academies Division, Sanctuary Buildings, Great Smith Street, London SW1P 3BT.

#### **Arrangements for Payment of GAG and EAG**

- 56) The Secretary of State shall notify the Academy Trust at a date preceding the start of each Academy Financial Year of the GAG and EAG figures in respect of the Academy which, subject to Parliamentary approval, the Secretary of State plans for that Academy Financial Year and of the assumptions and figures on which these are based.

- 57) If GAG or EAG is calculated incorrectly due to a mistake of the Secretary of State then:

- (a) if this leads to an underpayment of GAG, the Secretary of State will correct the underpayment in subsequent Academy Financial Years;
- (b) if this leads to an overpayment of GAG, the Secretary of State reserves the right to recover any overpaid grant in subsequent Academy Financial Years, as appropriate, having considered all the relevant circumstances and taking into account any representations from the Academy Trust.

- 58) If GAG or EAG is calculated incorrectly because the Academy Trust provides incorrect information to the Secretary of State then;

- (a) if this leads to an underpayment of GAG, the Secretary of State may correct the underpayment in subsequent Academy Financial Years;
- (b) if this leads to an overpayment of GAG, the Secretary of State reserves the right to recover any overpaid grant in subsequent Academy Financial Years, as appropriate, having considered all the relevant circumstances and taking into account any representations from the Academy Trust.

- 59) The amounts of GAG for an Academy Financial Year will be determined annually by the Secretary of State. The amount of GAG for the Academy for the initial Academy Financial Year will be notified to the Academy Trust in a funding letter at a date preceding that year. For subsequent years the amount of GAG will be notified to the Academy Trust in a funding letter preceding that Academy Financial Year (the "Annual Letter of Funding"). The Annual Letter of Funding will not include the amount that the Academy Trust will receive in respect of grants for which information to enable

timely calculation is not available or is incomplete, such grants will be notified as soon as practicable later in the year. Amounts of EAG will be notified to the Academy Trust wherever possible in the Annual Letter of Funding or as soon as practicable thereafter.

- 60) The Secretary of State undertakes to pay GAG in monthly instalments on or before the twenty fifth day of each month, each such instalment to fund the salaries and other payroll costs for the relevant month of all monthly paid employees and all other costs payable during the next following month. The detailed arrangements for payment will be set out in the Annual Letter of Funding.

#### **Other relevant funding**

- 61) Not used.

- 62) The Secretary of State may meet costs incurred by the Academy Trust in connection with the transfer of employees from any predecessor school under the Transfer of Undertakings (Protection of Employment) Regulations 2006. Payment of grant in respect of such costs is to be agreed between the parties on a case by case basis and the Academy Trust shall not budget on the basis that it will receive any grant in respect of such costs unless it is specifically notified that such grant will be paid.

- 63) The Academy Trust may also receive funding from an LA in respect of the provision detailed in statements of SEN for pupils attending an Academy in accordance with the provisions of Section 483A of the Education Act 1996 and regulations made under that section. The Academy Trust shall ensure that all provision detailed in statements of SEN is provided for such pupils.

- 64) Not used.

#### **Financial and Accounting Requirements**

- 65) The Academy Trust shall appoint an Accounting Officer and shall notify the Secretary of State of that appointment.
- 66) In relation to the use of grant paid to the Academy Trust by the Secretary of State, the Academy Trust shall abide by the requirements of and have regard to the guidance in the Academies Financial Handbook published by the DfE and amended from time to time, which sets out in detail provisions for the financial management of the Academy including guidance on financial systems and controls and accounting and reporting requirements, in so far as these are not inconsistent with any accounting and reporting requirements and guidance that it may be subject to by virtue of its being a charity.

67) The formal budget plan must be approved each Academy Financial Year by the Governing Body.

68) Any payment of grant by the Secretary of State in respect of the Academy is subject to his being satisfied as to the fulfilment by the Academy Trust of the following conditions:

- (a) in its conduct and operation it shall apply financial and other controls which conform to the requirements both of propriety and of good financial management;
- (b) arrangements have been made to maintain proper accounting records and that statements of income and expenditure and balance sheets may be produced in such form and frequency as the Secretary of State may from time to time reasonably direct;
- (c) in addition to the obligation to fulfil the statutory requirements referred to in sub-clause (f) below, the Academy Trust shall prepare its financial statements, Directors' report, Annual Accounts and its Annual Return for each Academy Financial Year in accordance with the Statement of Recommended Practice as if the Academy Trust was a non-exempt Charity and in such form or manner and by such a date as the Secretary of State may reasonably direct and shall file these with the Secretary of State and the Principal Regulator each Academy Financial Year;
- (d) a statement of the accounting policies used should be sent to the Secretary of State with the financial statements and should carry an audit report stating that, in the opinion of the auditors, the statements show a true and fair view of the Academy Trust's affairs and that the grants were used for the purposes intended;
- (e) the Academy Trust shall ensure that its accounts are audited annually by independent auditors appointed under arrangements approved by the Secretary of State;
- (f) the Academy Trust prepares and files with the Companies Registry such annual accounts as are required by the Companies Act 2006;
- (g) the Academy Trust shall publish on its website its Annual Accounts, Annual Report, Memorandum and Articles of Association, Funding Agreement and a list of the names of the Governors of the Academy Trust;
- (h) the Academy Trust insures or procures insurance by another person of its assets in accordance with normal commercial practice or under the terms of any subsisting leases in respect of the leasehold interest of the site upon which the Academy is situated.

- 69) In addition, and at his expense, the Secretary of State may instruct auditors to report to him on the adequacy and effectiveness of the accounting systems and internal controls maintained by the Academy Trust to standards determined by the Secretary of State and to make recommendations for improving the financial management of the Academy Trust.
- 70) The books of accounts and all relevant records, files and reports of the Academy Trust including those relating to financial controls, shall be open at all reasonable times to officials of the DfE and the National Audit Office and to contractors retained by the DfE or the National Audit Office for inspection or the carrying out of value for money studies; and the Academy Trust shall secure that those officials and contractors are given reasonable assistance with their enquiries. For the purposes of this clause 'relevant' means in any way relevant to the provision and use of grants provided by the Secretary of State under this Agreement.
- 71) The Academy Trust shall submit indicative budgets relating to the Academy to the Secretary of State by not later than 15 February before the start of each Academy Financial Year. Such budgets shall set out clearly the prospective income and expenditure of the Academy and shall differentiate, and give adequate details of:
- (a) a statement of expected income for that Academy Financial Year including cash donations and gifts in kind from sources other than GAG, EAG and grants from the Secretary of State towards capital and revenue expenditure, distinguishing between income from public funds including the national lottery and income from other sources. Income from cash donations and gifts in kind from sources other than GAG, EAG and grants from the Secretary of State towards Capital Expenditure will not be taken into account by the Secretary of State in the calculation of GAG;
  - (b) a statement of proposed Recurrent Expenditure for that Academy Financial Year;
  - (c) a statement of proposed Capital Expenditure for that Academy Financial Year.
- 72) At the beginning of any Academy Financial Year the Academy Trust may hold unspent GAG from previous Academy Financial Years amounting to such percentage (if any) as the Secretary of State may specify by notice in writing to the Academy Trust prior to the beginning of that Academy Financial Year of the total GAG payable for the Academy in the Academy Financial Year just ended or such higher amount as may from time to time be agreed. The Academy Trust shall use such carried forward amount for such purpose, or subject to such restriction on its use, as the Secretary of State may specify by notice in writing to the Academy Trust.
- 73) Notwithstanding clause 72, any additional grant provided over and above that set out in clauses 42-

48, and made in accordance with clauses 49-51 may be carried forward without limitation or deduction until the Start-up Period or the circumstances set out in clause 51 come to an end.

74) Any savings of GAG not allowed to be carried forward under clauses 72-73 will be taken into account in the payment of subsequent grant.

75) The Academy Trust may also accumulate funds from private sources or public sources other than grants from the Secretary of State for application to the benefit of the Academy as it sees fit. Any surplus arising from private sources or public sources other than grants from the Secretary of State shall be separately identified in the Academy Trust's balance sheet.

76) The Academy Trust shall not, in relation to assets or property funded (whether in whole or in part) by the Secretary of State, without the prior written consent of the Secretary of State which shall not be unreasonably withheld or delayed:

- (a) except such as are given in normal contractual relations, give any guarantees, indemnities or letters of comfort;
- (b) write off any debts or liabilities owed to it above a value for the time being specified by the Secretary of State, nor offer to make any ex gratia payments;
- (c) make any sale or purchase of freehold property; or
- (d) grant or take up any leasehold or tenancy agreement for a term exceeding three years.

76A) Grants paid by the Secretary of State shall only be used by the Academy Trust for purposes listed in Article 4(a) of the Articles. Such funds shall not be used by the Academy Trust for purposes listed in Article 4(b) of the Articles without the prior written consent of the Secretary of State except where the use of such funds for a charitable purpose set out in Article 4(b) is merely incidental to their use for the purposes set out in Article 4(a) of the Articles.

77) The Academy Trust shall provide 30 days notice to the Secretary of State, whether or not the circumstances require the Secretary of State's approval, of its intention to:

- (a) give any guarantees, indemnities or letters of comfort;
- (b) write off any debts owed to it or offer to make any ex gratia payments;
- (c) make any sale or purchase of freehold property; or
- (d) grant or take up any leasehold or tenancy agreement for a term exceeding three years.

- 78) Each discovered loss of an amount exceeding the amount for the time being specified by the Secretary of State and arising from suspected theft or fraud, shall be reported by the Academy Trust to the Secretary of State at the earliest opportunity.
- 79) It is the responsibility of the Academy Trust to ensure that the Academy balances its budget from Academy Financial Year to Academy Financial Year. For the avoidance of doubt, this does not prevent the Academy Trust from:
- (a) carrying a surplus from one Academy Financial Year to the next; or
  - (b) carrying forward from a previous Academy Financial Year or Academy Financial Years a sufficient surplus or sufficient cumulative surpluses on grants from the Secretary of State to meet an in-year deficit on such grants in a subsequent financial year; or
  - (c) incurring an in-year deficit on funds from sources other than grants from the Secretary of State in any Academy Financial Year, provided it does not affect the Academy Trust's responsibility to ensure that the Academy balances its overall budget from Academy Financial Year to Academy Financial Year.

79A) The Academy Trust shall abide by the requirements of and have regard to the Charity Commission's guidance to charities and charity trustees and in particular the Charity Commission's guidance in the Protecting Charities from Harm ('the compliance toolkit'). Any references in this document which require charity trustees to report to the Charity Commission should instead be interpreted as references to report to the Principal Regulator.

### **Borrowing Powers**

- 80) The Academy Trust shall not borrow against or so as to put at risk property or assets funded (whether in whole or in part) by the Secretary of State without specific approval of the Secretary of State, such approval may only be granted in limited circumstances. The Academy Trust shall not operate an overdraft except to cover irregularities in cash flow. Such an overdraft, and the maximum amount to be borrowed, shall require approval by the Academy Trust in General Meeting and in writing by the Secretary of State, and shall be subject to any conditions which the Secretary of State may reasonably impose.
- 81) The Academy Trust shall provide 30 days notice to the Secretary of State of its intention to borrow, whether or not such borrowing requires the Secretary of State's approval under clause 80 above.

## **Disposal of Assets**

- 82) Where the Academy Trust acquires assets for a nil consideration or at an under value it shall be treated for the purpose of this Agreement as having incurred expenditure equal to the market value of those assets at the time that they were acquired. This provision shall not apply to assets transferred to the Academy Trust at nil or nominal consideration and which were previously used for the purposes of an Academy and/or were transferred from an LA, the value of which assets shall be disregarded.
- 83) The sale or disposal by other means, or reinvestment of proceeds from the disposal, of a capital asset by the Academy Trust shall require the consent of the Secretary of State, such consent not to be unreasonably withheld or delayed, where:
- (a) the Secretary of State paid capital grant in excess of the value for the time being specified by the Secretary of State for the asset; or
  - (b) the asset was transferred to the Academy Trust from an LA for no or nominal consideration.
- 84) Furthermore, reinvestment of a percentage of the proceeds of disposal of a capital asset paid for with a capital grant from the Secretary of State shall require the Secretary of State's consent in the circumstances set out above and reinvestment exceeding the value for the time being specified by the Secretary of State or with other special features will be subject to Parliamentary approval. The percentage of the proceeds for which consent is needed is the percentage of the initial price of the asset which was paid by capital grant from the Secretary of State.
- 85) This clause applies in the event, during the lifetime of this Agreement, of the disposal of a capital asset for which capital grant of any amount was paid by the Secretary of State, where the asset was acquired by the Academy Trust. In this event, the Academy Trust shall repay to the Secretary of State the same proportion of the proceeds of the disposal as equates with the proportion of the original cost met by the Secretary of State, unless the Secretary of State agrees to some or all of the proceeds being retained by the Academy Trust for its charitable purposes.
- 86) This clause applies in the event, during the lifetime of this Agreement, that the Secretary of State consents to the disposal of an asset which was transferred to the Academy Trust from an LA for no or nominal consideration. In this event the Secretary of State may give consent on the basis that all or part of the proceeds of the disposal should be made over to the LA from which the asset was transferred, taking into account the amount of the proceeds to be reinvested by the Academy Trust. The Secretary of State will have regard to any representations from the Academy Trust and the LA from which the asset was transferred before giving consent under this clause.

- 87) Except with the consent of the Secretary of State, the Academy Trust shall not dispose of assets funded (whether in whole or in part) by the Secretary of State for a consideration less than the best price that can reasonably be obtained, such consent not to be unreasonably withheld or delayed.
- 88) The Academy Trust shall provide 30 days notice to the Secretary of State of its intention to dispose of assets for a consideration less than the best price that can reasonably be obtained, whether or not such disposal requires the Secretary of State's consent under clause 87 above.

## **TERMINATION**

- 89) Either party may give not less than seven Academy Financial Years' written notice to terminate this Agreement, such notice to expire on 31 August 2019 or any subsequent anniversary of that date.
- 90) If the Secretary of State is of the opinion that the Academy no longer has the characteristics set out in clause 10 of this Agreement or that the conditions and requirements set out in clauses 12-33 of this Agreement are not being met by the Academy Trust, or that the Academy Trust is otherwise in material breach of the provisions of this Agreement, the Secretary of State may give notice of his provisional intention to terminate this Agreement.
- 91) Any such notice shall be in writing and shall:
- (a) state the grounds on which the Secretary of State considers the Academy no longer has the characteristics set out in clause 10 of this Agreement or is not meeting the conditions and requirements of clauses 12-33 of this Agreement or the Academy Trust is otherwise in material breach of the provisions of this Agreement;
  - (b) specify the measures needed to remedy the situation or breach;
  - (c) specify a reasonable date by which these measures are to be implemented; and
  - (d) state the form in which the Academy Trust is to provide its response and a reasonable date by which it must be provided.
- 92) If no response is received by the date specified in accordance with clause 91(d), the Secretary of State may give the Academy Trust 12 months, or such lesser period as he considers appropriate in the circumstances, written notice to terminate this Agreement.

93) If a response is received by the date specified in accordance with clause 91(d) the Secretary of State shall consider it, and any representations made by the Academy Trust, and shall, within three months of its receipt, indicate that:

- (a) he is content with the response and/or that the measures which he specified are being implemented; or
- (b) he is content, subject to any further measures he reasonably specifies being implemented by a specified date or any evidence he requires that implementation of such measures have been successfully completed; or
- (c) he is not satisfied, that he does not believe that he can be reasonably satisfied, and that he will proceed to terminate this Agreement.

94) In the circumstances of clause 93(c) the Secretary of State shall notify the Academy Trust why he believes that he cannot be reasonably satisfied and, if so requested by the Academy Trust within thirty days from such notification, he shall meet a deputation including representatives from the Governing Body to discuss his concerns. If following such meeting he has good reasons for remaining satisfied that the Academy does not and will not have the characteristics set out in clause 10 of this Agreement or does not and will not meet the conditions and requirements set out in clauses 12-33 of this Agreement or the Academy Trust is in material breach of the provisions of this Agreement and such breach will not be remedied to his reasonable satisfaction, he shall give the Academy Trust twelve months written notice to terminate this Agreement.

95) If the Secretary of State has cause to serve a notice on the Academy Trust under section 165 of the Education Act 2002 and a determination (from which all rights of appeal have been exhausted) has been made that the Academy shall be struck off the Register of Independent Schools, the period of twelve months notice referred to in clause 94 may be shortened to a period deemed appropriate by the Secretary of State.

96) A "Special Measures Termination Event Occurs" when:

- (a) the Chief Inspector gives a notice to the Academy Trust in accordance with section 13(3) of the Education Act 2005 (the "Special Measures Notice") stating that in his opinion special measures are required to be taken in relation to the Academy; and
- (b) the Chief Inspector carries out a subsequent inspection of the Academy in accordance

with the Education Act 2005 and makes a report in accordance with the Education Act 2005 stating that the Academy has made inadequate progress since the date of the Special Measures Notice; and

- (c) the Secretary of State shall have requested the Academy Trust to deliver within 10 Business Days a written statement (a "Further Action Statement") of the action the Academy Trust proposes to take, and the period within which it proposes to take such action, or, if it does not propose to take any action, the reasons for not doing so; and
- (d) the Secretary of State, having considered the Further Action Statement, is not satisfied that any action proposed to be taken by the Academy Trust is sufficient in all the circumstances, or, if no Further Action Statement shall have been given to the Secretary of State within the requested timeframe or otherwise.

97) If a Special Measures Termination Event occurs, the Secretary of State may:

- (a) by notice in writing to the Academy Trust terminate this Agreement forthwith; or
- (b) appoint such Further Governors to the Academy Trust as he thinks fit in accordance with the Articles and/or may provide up to 12 months' notice in writing to terminate this Agreement.

98) In the event that the Secretary of State appoints Further Governors in accordance with clause 97(b), the Academy Trust must, upon the request of the Secretary of State, procure the resignation of any Governors appointed in accordance with the Article 50 of the Articles of Association.

99) The Secretary of State may at any time by notice in writing terminate this Agreement forthwith on the occurrence of any of the following events:-

- (a) the Academy Trust calls a meeting of its creditors (whether formal or informal) or enters into any composition or arrangement (whether formal or informal) with its creditors; or
- (b) the Academy Trust proposes a voluntary arrangement within Section 1 of the Insolvency Act 1986; or
- (c) the Academy Trust is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 provided that, for the purposes of this clause, Section 123 (1)(a) of the Insolvency Act 1986 shall have effect as if the amount of £10,000 was substituted

for £750. The Academy Trust shall not be deemed unable to pay its debts for the purposes of this clause if any such demand as is mentioned in the said Section is being contested in good faith by the Academy Trust; or

- (d) the Academy Trust has a receiver and manager (with the exception of Receivers and Managers or Interim Managers appointed by the Charity Commission under the Charities Act 1993 or any subsequent re-enactment of that Act), administrator or administrative receiver appointed over all or any part of its undertakings, assets or income; or
- (e) any distraint, execution or other process is levied or enforced on any of the Academy Trust's property and is not paid out, withdrawn or discharged within fifteen Business Days; or
- (f) the Academy Trust has passed a resolution for its winding up; or
- (g) an order is made for the winding up or administration of the Academy Trust.

100) The Academy Trust shall notify the Secretary of State as soon as possible after receiving any petition which may result in an order for the winding up or administration of the Academy Trust and shall provide an explanation to the Secretary of State of the circumstances giving rise to the service of such a petition.

101) If, following the exercise of the Secretary of State's powers to appoint Additional Governors or Further Governors, pursuant to the Articles the Members pass an ordinary or special resolution to remove one or more of those Additional or Further Governors appointed by the Secretary of State, the Secretary of State may give the Academy Trust 12 months, or such lesser period as he considers appropriate in the circumstances, written notice to terminate this Agreement.

102) The Secretary of State's right to terminate this Agreement under clause 101 shall cease if he removes any of the Additional Governors or Further Governors which he has appointed pursuant to the Articles of Association.

### **Change of Control of the Academy Trust**

102A) The Secretary of State may at any time by notice in writing, subject to clause 102C below, terminate this Agreement forthwith (or on such other date as he may in his absolute discretion determine) in the event that there is a change:-

- (a) in the Control of the Academy Trust; or
- (b) in the Control of a legal entity that Controls the Academy Trust

provided that where a person ("P") is a member or a director of the body corporate (as a corporation sole or otherwise) by virtue of an office, no change of Control arises merely by P's successor becoming a member or director in P's place.

102B) The Academy Trust shall, as soon as it is reasonably practicable to do so after it has become aware of any change or proposed change of Control within the meaning of clause 102A, give written notice to the Secretary of State of such change or proposed change of Control.

102C) When notifying the Secretary of State further to clause 102B, the Academy Trust may seek the Secretary of State's agreement that, if he is satisfied that the person assuming Control is suitable, he will not in those circumstances exercise his right to terminate this Agreement further to clause 102A.

#### **Effect of Termination**

103) In the event of the termination of this Agreement however occurring the Secretary of State shall procure that his nominee (if any) shall resign as a member of the Academy Trust and shall co-operate in making any associated amendments to the Articles.

104) In the event of termination of this Agreement however occurring, the school shall cease to be an Academy within the meaning of Section 1 of the Academies Act 2010.

105) Subject to clause 106, if the Secretary of State terminates this Agreement for reasons other than that a Special Measures Termination Event occurs, that the Academy no longer has the characteristics set out in clause 10 of this Agreement, or is no longer meeting the conditions and requirements set out in clauses 12-33 of this Agreement or that the Academy Trust is otherwise in material breach of the provisions of this Agreement, the Secretary of State shall indemnify the Academy Trust.

106) The amount of any such indemnity shall be determined by the Secretary of State having regard to any representations made to him by the Academy Trust, and shall be paid at such times and in

such manner as the Secretary of State may reasonably think fit.

- 107) The categories of expenditure incurred by the Academy Trust in consequence of the termination of this Agreement in respect of which the Secretary of State shall indemnify the Academy Trust include (but not by way of limitation), staff compensation and redundancy payments, compensation payments in respect of broken contracts, expenses of disposing of assets or adapting them for other purposes, legal and other professional fees, and dissolution expenses.
- 108) Subject to clause 109, on the termination of this Agreement however occurring, the Academy Trust shall in respect of any of its capital assets at the date of termination:
- (a) promptly transfer a proportion of the assets to a person nominated by the Secretary of State, if the Secretary of State considers that all or some of those assets need to be used for educational purposes by that nominee. The proportion of the assets to be transferred shall be the same as the proportion of the capital contribution made by the Secretary of State to the original value of those assets, whether that contribution was made on the establishment of the Academy or later; or
  - (b) if the Secretary of State confirms that a transfer under clause 108(a) is not required, promptly repay to the Secretary of State a sum equivalent to the percentage of the value of the assets at the date of termination, or, by agreement with the Secretary of State, at the date of subsequent disposal of those assets. Such percentage to be the same as the percentage of the capital contribution made by the Secretary of State to the original value of those assets, whether that contribution was made on the establishment of the Academy or later.
- 109) The Secretary of State may waive in whole or in part the repayment due under clause 108(b) if:
- (a) the Academy Trust obtains his permission to invest the proceeds of sale for its charitable objects; or
  - (b) the Secretary of State directs all or part of the repayment to be paid to the LA.
- 110) The sale or disposal by other means of publicly funded land held for the purposes of an Academy is now governed by Part 3 of Schedule 1 to the Academies Act 2010.

## **GENERAL**

## **Information**

111) Without prejudice to any other provision of this Agreement, the Secretary of State acting reasonably may from time to time call for information on, inter alia, the Academy's:

- (a) curriculum;
- (b) arrangements for the assessment of pupils;
- (c) teaching staff including numbers, qualifications, experience, salaries, and teaching loads;
- (d) class sizes;
- (e) outreach work with other schools and the local community;
- (f) operation of the admission criteria and over subscription arrangements for the Academy including numbers of applications for places and the number and characteristics of pupils accepted for admission;
- (g) numbers of pupils excluded (including permanent and fixed term exclusions);
- (h) levels of authorised and unauthorised absence;
- (i) charging and remissions policies and the operation of those policies;
- (j) organisation, operation and building management;
- (k) financial controls; and
- (l) membership and proceedings of the Governing Body.

112) The Academy Trust shall make such information available to the Secretary of State, in such form and manner and at such times as may reasonably be required. The Secretary of State shall provide the Academy Trust with such information as it may reasonably require of him for the running of the Academy.

## **Access by the Secretary of State's Officers**

113) The Academy Trust shall allow access to the premises of the Academy at any reasonable time to DfE officials. All records, files and reports relating to the running of the Academy shall be available to them at any reasonable time. The Academy Trust shall provide the Secretary of State in advance with papers relating to the Academy prepared for meetings of the Governing Body and of the members of the Academy Trust. Two DfE officials shall be entitled to attend and to speak at all such meetings, but shall withdraw from any discussion of the Academy's or the Academy Trust's relationship with the Secretary of State or any discussion of bids for funding to the Secretary of State. The Academy Trust shall take any steps which are required to secure its compliance with the obligations imposed by this clause of this Agreement.

114) The Academy Trust shall ensure that:

- (a) the agenda for every meeting of the Governing Body;
- (b) the draft minutes of every such meeting, if they have been approved by the person acting as chairman of that meeting;
- (c) the signed minutes of every such meeting; and
- (d) any report, document or other paper considered at any such meeting,

are made available for inspection by any interested party at the Academy and, as soon as is reasonably practicable, sent to the Secretary of State.

115) There may be excluded from any item required to be made available for inspection by any interested party and to be sent to the Secretary of State by virtue of clause 114, any material relating to:

- (a) a named teacher or other person employed, or proposed to be employed, at the Academy;
- (b) a named pupil at, or candidate for admission to, the Academy; and
- (c) any matter which, by reason of its nature, the Academy Trust is satisfied should remain confidential.

## **LAND**

### **Restrictions on Land transfer**

115A) Recognising that they are or will be receiving publicly funded land at nil consideration (which for the purposes of this transaction shall include leases granted at a peppercorn rent) the Academy Trust:

- (a) shall, within 28 days from the transfer to it of the Land, apply to the Land Registry for a restriction in the proprietorship register (under section 43(1)(a) of the Land Registration Act 2002 in Form RX1 as prescribed by Rule 91 and Schedule 4 of the Land Registration Rules 2003) in the following terms:

*No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the Secretary of State for Education, of Sanctuary Buildings, Great Smith Street, London SW1P 3BT*

- (b) shall take any further steps required to ensure that the restriction referred to in clause 115A(a) is entered on the proprietorship register,
- (c) shall provide the Secretary of State with confirmation of the entry of the restriction referred to in clause 115A(a) as soon as practicable after it receives notification from the Land Registry,
- (d) in the event that it has not registered the restriction referred to in clause 115A(a), hereby consents to the entering of the restriction referred to in 115A(a) in the register by the Secretary of State (under s. 43(1)(b) of the Land Registration Act 2002),
- (e) shall not, without the consent of the Secretary of State, apply to disapply, modify or remove (by cancellation or otherwise) a restriction entered in accordance with clause 115A(a) or 115A(d) above whether by itself, a holding company, a subsidiary company, or a receiver, administrator or liquidator acting in the name of the Academy Trust.

## **Notices**

116) Any notice or other communication concerning this Agreement shall be sent, in the case of a notice or communication from the Secretary of State to the Academy Trust at its registered office or

such other addressee/address as may be notified in writing from time to time by the Academy Trust and, in the case of a notice or communication from the Academy Trust to the Secretary of State to Head of Academies Division, Department for Education, Sanctuary Buildings, Great Smith Street, London SW1P 3BT; or such other address as may be notified from time to time by the Secretary of State and where any such notice or communication is sent by post, unless the contrary is proved, it shall be deemed, subject to satisfactory proof of posting, to be effected at the time at which the letter would be received in the ordinary course of post.

- 117) The service by the Secretary of State of a notice of termination of this Agreement shall not prejudice the ability of the Academy Trust (if it wishes to do so) during the notice period to admit pupils to the Academy in accordance with the provisions of this Agreement and to receive GAG and EAG in respect of them.

### **Complaints**

117A) If a complaint is made about matters arising in whole or in part prior to the opening of the Academy, as referred to in clause 11 above, and all or part of that complaint was being or had been investigated by the Local Government Ombudsman under Part III of the Local Government Act 1974 ("Part III") or that complaint in whole or in part could have been investigated under Part III had the school the Academy replaced remained a maintained school, the Academy Trust:

- a) will abide by the provisions of Part III as though the Academy were a maintained school;
- b) agrees that the Secretary of State shall have the power to investigate the matter complained of as if it had taken place after conversion;
- c) agrees to act in accordance with any recommendation from the Secretary of State as though that recommendation had been made under Part III and the Academy were a maintained school.

117B) If the Secretary of State could have given an order and/or a direction under section 496 and/or section 497 of the Education Act 1996 to the governing body of the school the Academy replaced (as referred to in clause 11 above) and that order and/or direction related to matters occurring within the 12 months immediately prior to conversion, the Academy Trust agrees:

- a) the Secretary of State may give orders and/or directions to the Academy Trust as though the Academy were a maintained school and sections 496 and 497 applied to the governing body of that maintained school;

- b) to act in accordance with any such order and/or direction from the Secretary of State.

**General**

118) This Agreement shall not be assignable by the Academy Trust

119) The Secretary of State and the Academy Trust recognise the difficulties in catering in this Agreement for all the circumstances which may arise in relation to the Academy and undertake in good faith to conduct such consultations as may from time to time be desirable in order to promote the interests of the Academy throughout the currency of this Agreement.

This Agreement was executed as a Deed on

2012

Executed on behalf of KESTEVEN AND GRANTHAM GIRLS' SCHOOL ACADEMY TRUST

by:

.....  
**Director**

In the presence of:

Witness.....

Address.....

Occupation.....

The Corporate Seal of the Secretary of State for Education, hereunto affixed is authenticated by:

.....

**Duly Authorised**

**Annex A:**

**Memorandum & Articles of Association**

THE COMPANIES ACT 2006

A COMPANY LIMITED BY GUARANTEE

MEMORANDUM OF ASSOCIATION

OF

KESTEVEN & GRANTHAM GIRLS' SCHOOL ACADEMY TRUST

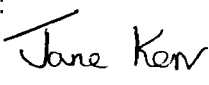
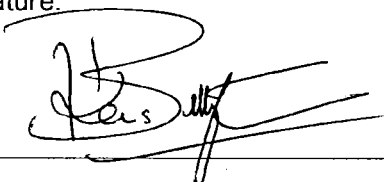
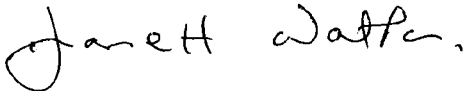
THE COMPANIES ACT 2006

A COMPANY LIMITED BY GUARANTEE

MEMORANDUM OF ASSOCIATION OF

KESTEVEN & GRANTHAM GIRLS' SCHOOL ACADEMY TRUST

Each subscriber to this memorandum of association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company.

| <b><i>Name of each subscriber</i></b> | <b><i>Authentication by each subscriber</i></b>                                                    |
|---------------------------------------|----------------------------------------------------------------------------------------------------|
| Jane Kerr                             | Signature:<br>   |
| Kenneth Stanley Billington            | Signature:<br> |
| Diane Heather Watson                  | Signature:<br> |
| William Robert Adams                  | Signature:<br> |
| Kathryn Korcz                         | Signature:<br> |

Dated 5 July 2012

THE COMPANIES ACT 2006

|

A COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION  
OF

KESTEVEN & GRANTHAM GIRLS' SCHOOL ACADEMY TRUST

COMPANY NUMBER: 08133675

THE COMPANIES ACT 2006  
COMPANY LIMITED BY GUARANTEE  
ARTICLES OF ASSOCIATION  
OF  
KESTEVEN & GRANTHAM GIRLS' SCHOOL ACADEMY TRUST

INTERPRETATION

1. In these Articles:

- (a) "the Academy" means the school referred to in Article 4 and established by the Academy Trust;
- (b) "Academy Financial Year" means the academic year from 1<sup>st</sup> of September to 31<sup>st</sup> of August in any year;
- (c) "the Academy Trust" means the company intended to be regulated by these Articles and referred to in Article 2;
- (d) "Additional Governors" means the Governors appointed pursuant to Article 62 and 62A;
- (e) "the Articles" means these Articles of Association of the Academy Trust;
- (f) "Chief Inspector" means Her Majesty's Chief Inspector of Education, Children's Services and Skills or his successor;
- (g) "clear days" in relation to the period of a notice means the period excluding the day when the notice is given or deemed to be given and the day on which it is given or on which it is to take effect;
- (h) "Community Governors" means the Governors who may be appointed pursuant to Article 58B;

- (i) “financial expert” means an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;
- (j) “Funding Agreement” means the agreement made under section 1 of the Academies Act 2010 between the Academy Trust and the Secretary of State to establish the Academy;
- (k) “Further Governors” means the Governors appointed pursuant to Article 63;
- (l) “the Governors” means the directors of the Academy Trust (and “Governor” means any one of those directors), subject to the definition of this term at Article 6.9(b) in relation to Articles 6.2-6.9;
- (m) “Local Authority Associated Persons” means any person associated with any local authority within the meaning given in section 69 of the Local Government and Housing Act 1989;
- (n) “Member” means a member of the Academy Trust and someone who as such is bound by the undertaking contained in Article 8;
- (o) “the Memorandum” means the Memorandum of Association of the Academy Trust;
- (p) “Office” means the registered office of the Academy Trust;
- (q) “Parent Governors” means the Governor(s) appointed pursuant to Articles 53 to 58 inclusive;
- (r) “Principal” means the head teacher of the Academy;
- (s) “Principal Regulator” means the body or person appointed as the Principal Regulator under the Charities Act 2006;
- (t) “the seal” means the common seal of the Academy Trust if it has one;

- (u) “Secretary” means the secretary of the Academy Trust or any other person appointed to perform the duties of the secretary of the Academy Trust, including a joint, assistant or deputy secretary;
- (v) “Secretary of State” means the Secretary of State for Education or his successor;
- (w) “Staff Governors” means the employees of the Academy Trust who may be appointed as a Governors pursuant to Article 58A;
- (x) “teacher” means a person employed under a contract of employment or a contract for services or otherwise engaged to provide his services as a teacher at the Academy;
- (y) “the United Kingdom” means Great Britain and Northern Ireland;
- (z) words importing the masculine gender only shall include the feminine gender. Words importing the singular number shall include the plural number, and vice versa;
- (aa) subject as aforesaid, words or expressions contained in these Articles shall, unless the context requires otherwise, bear the same meaning as in the Companies Act 2006, as appropriate;
- (bb) any reference to a statute or 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. The company’s name is Kesteven & Grantham Girls’ School Academy Trust (and in this document it is called “**the Academy Trust**”).
3. The Academy Trust’s registered office is to be situated in England and Wales.

## OBJECTS

4. The Academy Trust's object ("**the Object**") is specifically restricted to the following:
- (a) 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 a school offering a broad and balanced curriculum ("**the Academy**"); and
  - (b) to promote for the benefit of individuals living in Lincolnshire and the surrounding area who have need by reason of their age, infirmity or disability, financial hardship or social and economic circumstances or for the public at large the provision of facilities for recreation or other leisure time activities in the interests of social welfare and with the object of improving the condition of life of the said individuals.
5. In furtherance of the Object but not further or otherwise the Academy Trust may exercise the following powers:
- (a) 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 Academy Trust;
  - (b) to raise funds and to invite and receive contributions provided that in raising funds the Academy Trust shall not undertake any substantial permanent trading activities and shall conform to any relevant statutory regulations;
  - (c) to acquire, alter, improve and (subject to such consents as may be required by law) to charge or otherwise dispose of property;
  - (d) subject to Article 6 below to employ such staff, as are necessary for the proper pursuit of the Object and to make all reasonable and necessary provision for the payments of pensions and superannuation to staff and their dependants;

- (e) to establish or support, whether financially or otherwise, any charitable trusts, associations or institutions formed for all or any of the Object;
- (f) to co-operate with other charities, other independent and maintained schools, voluntary bodies and statutory authorities operating in furtherance of the Object and to exchange information and advice with them;
- (g) to pay out of funds of the Academy Trust the costs, charges and expenses of and incidental to the formation and registration of the Academy Trust;
- (h) to establish, maintain, carry on, manage and develop the Academy at Sandon Road, Grantham, Lincolnshire, NG31 9AU;
- (i) to offer scholarships, exhibitions, prizes and awards to pupils and former pupils, and otherwise to encourage and assist pupils and former pupils;
- (j) to provide educational facilities and services to students of all ages and the wider community for the public benefit;
- (k) to carry out research into the development and application of new techniques in education in particular in relation to the areas of curricular specialisation of the Academy and to its 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;
- (l) subject to such consents as may be required by law and/or by any contract entered into by or on behalf of the Academy Trust to borrow and raise money for the furtherance of the Object in such manner and on such security as the Academy Trust may think fit;
- (m) to deposit or invest any funds of the Academy Trust not

immediately required for the furtherance of its Object (but to invest only after obtaining such advice from a financial expert as the Governors consider necessary and having regard to the suitability of investments and the need for diversification);

- (n) to delegate the management of investments to a financial expert, but only on terms that:
  - (i) the investment policy is set down in writing for the financial expert by the Governors;
  - (ii) every transaction is reported promptly to the Governors;
  - (iii) the performance of the investments is reviewed regularly with the Governors;
  - (iv) the Governors are entitled to cancel the delegation arrangement at any time;
  - (v) the investment policy and the delegation arrangement are reviewed at least once a year;
  - (vi) all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Governors on receipt; and
  - (vii) the financial expert must not do anything outside the powers of the Governors.
- (o) to arrange for investments or other property of the Academy Trust to be held in the name of a nominee company acting under the control of the Governors or of a financial expert acting under their instructions, and to pay any reasonable fee required;
- (p) to provide indemnity insurance to cover the liability of Governors 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 Academy Trust: Provided that any such insurance shall not extend to any claim arising from any act or omission which the Governors knew to be a breach of trust or breach of duty or which was committed by the Governors 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 Governors in their capacity as Governors;

- (q) to establish subsidiary companies to carry on any trade or business for the purpose of raising funds for the Academy Trust;
- (r) to do all such other lawful things as are necessary for or are incidental to or conducive to the achievement of the Object.

6.

6.1 The income and property of the Academy Trust shall be applied solely towards the promotion of the Object.

6.2 None of the income or property of the Academy Trust may be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to any member of the Academy Trust. Nonetheless a member of the Academy Trust who is not also a Governor may:

- (a) benefit as a beneficiary of the Academy Trust;
- (b) be paid reasonable and proper remuneration for any goods or services supplied to the Academy Trust;
- (c) be paid rent for premises let by the member of the Academy Trust if the amount of the rent and other terms of the letting are reasonable and proper; and
- (d) be paid interest on money lent to the Academy Trust at a reasonable and proper rate, such rate not to exceed 2 per cent per annum below the base lending rate of a UK clearing bank selected by the Governors, or 0.5%, whichever is the higher.

6.3 A Governor may benefit from any indemnity insurance purchased at the Academy Trust's expense to cover the liability of the Governors 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 Academy Trust: Provided that any such insurance shall not extend to any claim arising from any act or omission which the Governors knew to be a breach of trust or breach of duty or which was committed by the Governors 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 the Governors in their capacity as directors of the Academy Trust.

6.4 A company, which has shares listed on a recognised stock exchange and of which any one Governor holds no more than 1% of the issued capital of that company, may receive fees, remuneration or other benefit in money or money's worth from the Academy Trust.

6.5 A Governor may at the discretion of the Governors be reimbursed from the property of the Academy Trust for reasonable expenses properly incurred by him or her when acting on behalf of the Academy Trust, but excluding expenses in connection with foreign travel.

6.6 No Governor may:

- (a) buy any goods or services from the Academy Trust on terms preferential to those applicable to members of the public;

- (b) sell goods, services, or any interest in land to the Academy Trust;

- (c) be employed by or receive any remuneration from the Academy Trust (other than the Principal whose employment and/or remuneration is subject to the procedure and conditions in Article 6.8);

- (d) receive any other financial benefit from the Academy Trust

unless:

- (i) the payment is permitted by Article 6.7 and the Governors follow the procedure and observe the conditions set out in Article 6.8; or

- (ii) the Governors obtain the prior written approval of the Charity Commission and fully comply with any procedures it prescribes.

6.7 Subject to Article 6.8, a Governor may:

- (a) receive a benefit from the Academy Trust in the capacity of a beneficiary of the Academy Trust or take part in the normal trading and fundraising activities of the Academy Trust on the same terms as members of the public;
- (b) be employed by the Academy Trust or enter into a contract for the supply of goods or services to the Academy Trust, other than for acting as a Governor;
- (c) receive interest on money lent to the Academy Trust at a reasonable and proper rate not exceeding 2% per annum below the base rate of a clearing bank to be selected by the Governors, or 0.5%, whichever is the higher;
- (d) receive rent for premises let by the Governor to the Academy Trust if the amount of the rent and the other terms of the lease are reasonable and proper.

6.8 The Academy Trust and its Governors may only rely upon the authority provided by Article 6.7 if each of the following conditions is satisfied:

- (a) the remuneration or other sums paid to the Governor do not exceed an amount that is reasonable in all the circumstances;
- (b) the Governor is absent from the part of any meeting at which there is discussion of:
  - (i) his or her employment, remuneration, or any matter concerning the contract, payment or benefit; or
  - (ii) his or her performance in the employment, or his or her

performance of the contract; or

- (iii) any proposal to enter into any other contract or arrangement with him or her or to confer any benefit upon him or her that would be permitted under Article 6.7; or
  - (iv) any other matter relating to a payment or the conferring of any benefit permitted by Article 6.7.
- (c) the Governor does not vote on any such matter and is not to be counted when calculating whether a quorum of Governors is present at the meeting;
- (d) save in relation to employing or contracting with the Principal (a Governor pursuant to Articles 46 and 52) the other Governors are satisfied that it is in the interests of the Academy Trust to employ or to contract with that Governor rather than with someone who is not a Governor. In reaching that decision the Governors must balance the advantage of employing a Governor against the disadvantages of doing so (especially the loss of the Governor's services as a result of dealing with the Governor's conflict of interest);
- (e) the reason for their decision is recorded by the Governors in the minute book;
- (f) a majority of the Governors then in office have received no such payments or benefit.

6.8A The provision in clause 6.6(c) that no Governor may be employed by or receive any remuneration from the Academy Trust (other than the Principal) does not apply to an existing employee of the Academy Trust who is subsequently elected or appointed as a Governor save that this clause shall only allow such a Governor to receive remuneration or benefit from the Academy Trust in his capacity as an employee of the Academy Trust and provided that the procedure as set out in Articles 6.8(b)(i), (ii) and 6.8(c) is followed.

6.9 In Articles 6.2-6.9:

- (a) “Academy Trust” shall include any company in which the Academy Trust:
  - (i) holds more than 50% of the shares; or
  - (ii) controls more than 50% of the voting rights attached to the shares; or
  - (iii) has the right to appoint one or more directors to the board of the company.
- (b) “Governor” shall include any child, stepchild, parent, grandchild, grandparent, brother, sister or spouse of the governor or any person living with the governor as his or her partner;
- (c) the employment or remuneration of a Governor includes the engagement or remuneration of any firm or company in which the Governor is:
  - (i) a partner;
  - (ii) an employee;
  - (iii) a consultant;
  - (iv) a director;
  - (v) a member; or
  - (vi) a shareholder, unless the shares of the company are listed on a recognised stock exchange and the Governor holds less than 1% of the issued capital.

7. The liability of the members of the Academy Trust is limited.

8. Every member of the Academy Trust undertakes to contribute such amount as may be required (not exceeding £10) to the Academy 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 Academy 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. If the Academy 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 not be paid to or distributed among the members of the Academy Trust (except to a member that is itself a charity), but shall be given or transferred to some other charity or charities having objects similar to the Object which prohibits the distribution of its or their income and property to an extent at least as great as is imposed on the Academy Trust by Article 6 above, chosen by the members of the Academy Trust at or before the time of dissolution and if that cannot be done then to some other charitable object.
10. No alteration or addition shall be made to or in the provisions of these Articles without the written consent of the Secretary of State.
11. No alteration or addition shall be made to or in the provisions of these Articles which would have the effect that:
  - (a) the Academy Trust would cease to be a company to which section 60 of the Companies Act 2006 applies; or
  - (b) the Academy Trust would cease to be a charity.

## MEMBERS

12. The Members of the Academy Trust shall comprise:
  - (a) the signatories to the Memorandum;
  - (b) not used;
  - (c) 1 person appointed by the Secretary of State, in the event that the Secretary of State appoints a person for this purpose;
  - (d) the chairman of the Governors;
  - (e) the vice-chairman of the Governors;

- (f) the chairs of any sub-committee established in accordance with Article 101; and
  - (g) any person appointed under Article 16.
- 13. Each of the persons entitled to appoint Members in Article 12 shall have the right from time to time by written notice delivered to the Office to remove any Member appointed by them and to appoint a replacement Member to fill a vacancy whether resulting from such removal or otherwise.
- 14. If any of the persons entitled to appoint Members in Article 12:
  - (a) in the case of an individual, die or become legally incapacitated;
  - (b) in the case of a corporate entity, cease to exist and are not replaced by a successor institution; or
  - (c) becomes insolvent or makes any arrangement or composition with their creditors generally

their right to appoint Members under these Articles shall vest in the remaining Members.

15. Membership will terminate automatically if:
  - (a) a Member (which is a corporate entity) ceases to exist and is not replaced by a successor institution;
  - (b) a Member (which is an individual) dies or becomes incapable by reason of mental disorder, illness or injury of managing and administering his own affairs; or
  - (c) a Member becomes insolvent or makes any arrangement or composition with that Member's creditors generally; or
  - (d) a Member who is also a Governor ceases to be a Governor.

16. The Members may agree unanimously in writing to appoint such additional Members as they think fit and may unanimously (save that the agreement of the Member(s) to be removed shall not be required) in writing agree to remove any Members other than a Member appointed in accordance with Article 12(c).
17. Every person nominated to be a Member of the Academy Trust shall either sign a written consent to become a Member or sign the register of Members on becoming a Member.
18. Any Member may resign provided that after such resignation the number of Members is not less than three. A Member shall cease to be one immediately on the receipt by the Academy Trust of a notice in writing signed by the person or persons entitled to remove him under Articles 13 or 16 provided that no such notice shall take effect when the number of Members is less than three unless it contains or is accompanied by the appointment of a replacement Member.

#### GENERAL MEETINGS

19. The Academy Trust shall hold an Annual General Meeting each year in addition to any other meetings in that year, and shall specify the meeting as such in the notices calling it and not more than fifteen months shall elapse between the date of one Annual General Meeting of the Academy Trust and that of the next. Provided that so long as the Academy Trust holds its first Annual General Meeting within eighteen months of its incorporation, it need not hold it in the year of its incorporation or in the following year. The Annual General Meeting shall be held at such time and place as the Governors shall appoint. All meetings other than Annual General Meetings shall be called General Meetings.
20. The Governors may call general meetings and, on the requisition of Members pursuant to the provisions of the Companies Act 2006, shall forthwith proceed to convene a general meeting in accordance with that Act. If there are not within the United Kingdom sufficient Governors to call a general meeting, any Governor or any Member of the Academy Trust may call a general meeting.

## NOTICE OF GENERAL MEETINGS

21. General meetings shall be called by at least fourteen clear days' notice but a general meeting may be called by shorter notice if it is so agreed by a majority in number of Members having a right to attend and vote and together representing not less than 90% of the total voting rights at that meeting. 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 General 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, to the Governors and auditors.
22. 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.

## PROCEEDINGS AT GENERAL MEETINGS.

23. 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. 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.
24. 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 the same day in the next week at the same time and place or to such time and place as the Governors may determine.
25. The chairman, if any, of the Governors or in his absence some other Governor nominated by the Governors shall preside as chairman of the meeting, but if neither the chairman nor such other Governor (if any) be present within fifteen minutes after the time appointed for holding the meeting and willing to act, the Governors present shall elect one of their number to be

chairman and, if there is only one Governor present and willing to act, he shall be the chairman.

26. If no Governor is willing to act as chairman, or if no Governor is present within fifteen minutes after the time appointed for holding the meeting, the Members present and entitled to vote shall choose one of their number to be chairman.
27. A Governor shall, notwithstanding that he is not a Member, be entitled to attend and speak at any general meeting.
28. The chairman may, with the consent of a majority of the Members at a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days' notice shall be given specifying the time, date and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.
29. A resolution put to the vote of the meeting shall be decided on a show of hands unless before, or on the declaration of the result of the show of hands, a poll is duly demanded. Subject to the provisions of the Companies Act 2006, a poll may be demanded:
  - (a) by the chairman; or
  - (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.
30. Unless a poll is duly demanded a declaration by the chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that

effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

31. The demand for a poll may be withdrawn, before the poll is taken, but only with the consent of the chairman. 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.
32. A poll shall be taken as the chairman directs and he may appoint scrutineers (who need not be Members) and fix a time, date and place for declaring the results. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
33. A poll demanded on the election of the chairman or on a question of adjournment shall be taken immediately. A poll demanded on any other question shall be taken either immediately or at such time, date and place as the chairman directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent continuance of a meeting for the transaction of any business other than the question on which the poll is demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
34. No notice need be given of a poll not taken immediately if the time, date and place at which it is to be taken are announced at the meeting at which it is demanded. In other cases at least seven clear days' notice shall be given specifying the time, date and place at which the poll is to be taken.
35. A resolution in writing agreed by such number of Members as required if it had been proposed at a general meeting shall be as effectual as if it had been passed at a general 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.

## VOTES OF MEMBERS

36. On the show of hands every Member present in person shall have one vote. On a poll every Member present in person or by proxy shall have one vote.
37. Not used.
38. No Member shall be entitled to vote at any general meeting unless all moneys then payable by him to the Academy Trust have been paid.
39. No objections shall be raised to the qualification of any person to vote at any general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chairman whose decision shall be final and conclusive.
40. An instrument appointing a proxy shall be in writing, signed by or on behalf of the appointer and shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Governors may approve):

“I/We, ....., of ....., being a Member/Members of the above named Academy Trust, hereby appoint ..... of ....., or in his absence, ..... of ..... as my/our proxy to vote in my/our name[s] and on my/our behalf at the annual general meeting/ general meeting of the Academy Trust to be held on .....20[ ], and at any adjournment thereof.

Signed on ..... 20[ ]”

41. Where it is desired to afford Members an opportunity of instructing the proxy how he shall act the instrument appointing a proxy shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Governors may approve):

“I/We, ....., of ....., being a Member/Members of the above-named Academy Trust, hereby appoint .... of ....., or in his absence, ..... of ....., as my/our proxy to vote in my/our name[s] and on my/our behalf at the annual general meeting/ general meeting of the Academy Trust, to be held on .... 20[ ], and at any adjournment thereof.

This form is to be used in respect of the resolutions mentioned below as follows:

Resolution No. 1 \*for \* against

Resolution No. 2 \*for \* against.

\* Strike out whichever is not desired.

Unless otherwise instructed, the proxy may vote as he thinks fit or abstain from voting.

Signed on .... 20[ ]”

42. The instrument appointing a proxy and any authority under which it is signed or a copy of such authority certified by a notary or in some other way approved by the Governors may:

- (a) be deposited at the office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Academy Trust in relation to the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or
- (b) in the case of a poll taken more than 48 hours after it is demanded, be deposited as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll; or
- (c) where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chairman or to the Secretary or to any Governor;

and an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid.

43. A vote given or poll demanded by proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Academy Trust at the office

or at such other place at which the instrument of proxy was duly deposited before the commencement of the meeting or adjourned meeting at which the vote given or the poll demanded or (or in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

44. Any organisation which is a Member of the Academy Trust may by resolution of its board of directors or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Academy Trust, and the person so authorised shall be entitled to exercise the same powers on behalf of the organisation which he represents as that organisation could exercise if it were an individual Member of the Academy Trust.

## GOVERNORS

45. The number of Governors shall be not less than three but (unless otherwise determined by ordinary resolution) shall not be subject to any maximum.
46. Subject to Articles 48-49 and 64, the Academy Trust shall have the following Governors:
- (a) up to 1 Governor, appointed under Article 50;
  - (b) not used;
  - (c) 7 Parent Governors appointed under Articles 53-58;
  - (d) up to 5 Staff Governors (not including the Headteacher) appointed under Article 58A;
  - (e) up to 5 Community Governors appointed under Article 58B;
  - (f) the Principal;
  - (g) any Additional Governors, if appointed under Article 62, 62A or 68A; and

- (h) any Further Governors, if appointed under Article 63 or Article 68A.

- 47. The Academy Trust may also have any Co-opted Governor(s) appointed under Article 59.
- 48. The first Governors shall be those persons named in the statement delivered pursuant to sections 9 and 12 of the Companies Act 2006.
- 49. Future Governors shall be appointed or elected, as the case may be, under these Articles. Where it is not possible for such a Governor to be appointed or elected due to the fact that an Academy has not yet been established or the Principal has not been appointed, then the relevant Article or part thereof shall not apply.

#### APPOINTMENT OF GOVERNORS

- 50. The Members may appoint up to 1 Governor save that no more than one third of the total number of individuals appointed as Governors shall be employees of the Academy Trust (including the Principal).
- 51. Not used.
- 52. The Principal shall be treated for all purposes as being an ex officio Governor.
- 53. Subject to Article 57, the Parent Governor(s) shall be elected by parents of registered pupils at the Academy. A Parent Governor must be a parent of a pupil at the Academy at the time when he is elected.
- 54. The Governing Body shall make all necessary arrangements for, and determine all other matters relating to, an election of Parent Governors, including any question of whether a person is a parent of a registered pupil at the Academy. Any election of Parent Governors which is contested shall be held by secret ballot.
- 55. The arrangements made for the election of a Parent Governor shall provide for every person who is entitled to vote in the election to have an opportunity

to do so by post or, if he prefers, by having his ballot paper returned to the Academy Trust by a registered pupil at the Academy.

56. Where a vacancy for a Parent Governor is required to be filled by election, the Governing Body shall take such steps as are reasonably practical to secure that every person who is known to them to be a parent of a registered pupil at the Academy is informed of the vacancy and that it is required to be filled by election, informed that he is entitled to stand as a candidate, and vote at the election, and given an opportunity to do so.
57. The number of Parent Governors required shall be made up by Parent Governors appointed by the Governing Body if the number of parents standing for election is less than the number of vacancies.
58. In appointing a Parent Governor the Governing Body shall appoint a person who is the parent of a registered pupil at the Academy; or where it is not reasonably practical to do so, a person who is the parent of a child of compulsory school age.
- 58A. The Governing Body shall make all necessary arrangements for, and determine all matters relating to, the election and removal of Staff Governors.
- 58B. The Community Governors may be appointed by the Governing Body provided that the person who is appointed as a Community Governor is:
  - (a) a person who lives or works in the community served by the Academy; or
  - (b) a person who, in the opinion of the Governing Body, is committed to the government and success of the Academy.

The Governors may not appoint an employee of the Academy Trust as a Community Governor if the number of Governors who are employed by the Academy Trust (including the Principal) would thereby exceed one third of the total number of Governors.

## CO-OPTED GOVERNORS

59. The Governors may appoint up to 2 Co-opted Governors. A 'Co-opted Governor' means a person who is appointed to be a Governor by being Co-opted by Governors who have not themselves been so appointed. The Governors may not co-opt an employee of the Academy Trust as a Co-opted Governor if the number of Governors who are employed by the Academy Trust (including the Principal) would thereby exceed one third of the total number of Governors.

#### APPOINTMENT OF ADDITIONAL GOVERNORS

60. The Secretary of State may give a warning notice to the Governors where he is satisfied:

- (a) that the standards of performance of pupils at the Academy are unacceptably low, or
- (b) that there has been a serious breakdown in the way the Academy is managed or governed; or
- (c) that the safety of pupils or staff of the Academy is threatened (whether by a breakdown of discipline or otherwise).

61. For the purposes of Article 60 a 'warning notice' is a notice in writing by the Secretary of State to the Academy Trust delivered to the Office setting out:

- (a) the matters referred to in Article 60;
- (b) the action which he requires the Governors to take in order to remedy those matters; and
- (c) the period within which that action is to be taken by the Governors ('the compliance period').

62. The Secretary of State may appoint such Additional Governors as he thinks fit if the Secretary of State has:

- (a) given the Governors a warning notice in accordance with Article

60; and

- (b) the Governors have failed to comply, or secure compliance, with the notice to the Secretary of State's satisfaction within the compliance period.

62A. The Secretary of State may also appoint such Additional Governors where following an Inspection by the Chief Inspector in accordance with the Education Act 2005 (an "Inspection") the Academy Trust receives an Ofsted grading (being a grade referred to in The Framework for School Inspection or any modification or replacement of that document for the time being in force) which amounts to a drop, either from one Inspection to the next Inspection or between any two Inspections carried out within a 5 year period, of two Ofsted grades. For the purposes of the foregoing the grade received by Kesteven and Grantham Girls' School (a maintained school) shall be regarded as the grade received by the Academy.

63. The Secretary of State may also appoint such Further Governors as he thinks fit if a Special Measures Termination Event (as defined in the Funding Agreement) occurs in respect of the Academy.

64. Within 5 days of the Secretary of State appointing any Additional or Further Governors in accordance with Articles 62, 62A or 63, any Governors appointed under Article 50 and holding office immediately preceding the appointment of such Governors, shall resign immediately and the Members' power to appoint Governors under Article 50 shall remain suspended until the Secretary of State removes one or more of the Additional or Further Governors.

#### TERM OF OFFICE

65. The term of office for any Governor shall be 4 years, save that this time limit shall not apply to the Principal. Subject to remaining eligible to be a particular type of Governor, any Governor may be re-appointed or re-elected.

#### RESIGNATION AND REMOVAL

66. A Governor shall cease to hold office if he resigns his office by notice to the Academy Trust (but only if at least three Governors will remain in office when the notice of resignation is to take effect).
67. A Governor shall cease to hold office if he is removed by the person or persons who appointed him. This Article does not apply in respect of a Parent Governor.
- 67A. Co-opted Governors appointed in accordance with Article 59 may be removed by a resolution of the Governing Body provided that no Co-opted Governor may vote on the removal of another Co-opted Governor.
- 67B. Community Governors appointed in accordance with Article 46(e) may be removed by a resolution of the Governing Body.
68. Where a Governor resigns his office or is removed from office, the Governor or, where he is removed from office, those removing him, shall give written notice thereof to the Secretary.
- 68A. Where an Additional or Further Governor appointed pursuant to Articles 62, 62A or 63 ceases to hold office as a Governor for any reason, other than being removed by the Secretary of State, the Secretary of State shall be entitled to appoint an Additional or Further Governor in his place.

#### DISQUALIFICATION OF GOVERNORS

69. No person shall be qualified to be a Governor unless he is aged 18 or over at the date of his election or appointment. No current pupil of the Academy shall be a Governor.
70. A Governor shall cease to hold office if he becomes incapable by reason of mental disorder, illness or injury of managing or administering his own affairs.
71. A Governor shall cease to hold office if he is absent without the permission of the Governors from all their meetings held within a period of six months and the Governors resolve that his office be vacated.

72. A person shall be disqualified from holding or continuing to hold office as a Governor if:
- (a) his estate has been sequestrated and the sequestration has not been discharged, annulled or reduced; or
  - (b) he is the subject of a bankruptcy restrictions order or an interim order.
73. A person shall be disqualified from holding or continuing to hold office as a Governor at any time when he is subject to a disqualification order or a disqualification undertaking under the Company Directors Disqualification Act 1986 or to an order made under section 429(2)(b) of the Insolvency Act 1986 (failure to pay under county court administration order).
74. A Governor shall cease to hold office if he ceases to be a Governor by virtue of any provision in the Companies Act 2006 or is disqualified from acting as a trustee by virtue of section 72 of the Charities Act 1993 (or any statutory re-enactment or modification of that provision).
75. A person shall be disqualified from holding or continuing to hold office as a Governor if he has been removed from the office of charity trustee or trustee for a charity by an order made by the Charity Commission or the High Court on the grounds of any misconduct or mismanagement in the administration of the charity for which he was responsible or to which he was privy, or which he by his conduct contributed to or facilitated.
76. A person shall be disqualified from holding or from continuing to hold office as a Governor at any time when he is:
- (a) included in the list kept by the Secretary of State under section 1 of the Protection of Children Act 1999; or
  - (b) disqualified from working with children in accordance with Section 35 of the Criminal Justice and Court Services Act 2000; or
  - (c) barred from regulated activity relating to children (within the

meaning of section 3(2) of the Safeguarding Vulnerable Groups Act 2006).

77. A person shall be disqualified from holding or continuing to hold office as a Governor if he is a person in respect of whom a direction has been made under section 142 of the Education Act 2002 or is subject to any prohibition or restriction which takes effect as if contained in such a direction.
78. A person shall be disqualified from holding or continuing to hold office as a Governor where he has, at any time, been convicted of any criminal offence, excluding any that have been spent under the Rehabilitation of Offenders Act 1974 as amended, and excluding any offence for which the maximum sentence is a fine or a lesser sentence except where a person has been convicted of any offence which falls under section 72 of the Charities Act 1993.
79. After the Academy has opened, a person shall be disqualified from holding or continuing to hold office as a Governor if he has not provided to the chairman of the Governors a criminal records certificate at an enhanced disclosure level under section 113B of the Police Act 1997. In the event that the certificate discloses any information which would in the opinion of either the chairman or the Principal confirm their unsuitability to work with children that person shall be disqualified. If a dispute arises as to whether a person shall be disqualified, a referral shall be made to the Secretary of State to determine the matter. The determination of the Secretary of State shall be final.
80. Where, by virtue of these Articles a person becomes disqualified from holding, or continuing to hold office as a Governor and he is, or is proposed, to become such a Governor, he shall upon becoming so disqualified give written notice of that fact to the Secretary.
81. Articles 69 to 80 and Articles 98-99 also apply to any member of any committee of the Governors who is not a Governor.

#### SECRETARY TO THE GOVERNORS

82. The Secretary shall be appointed by the Governors 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 Governor or a Principal. Notwithstanding this Article, the Governors 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.

#### CHAIRMAN AND VICE-CHAIRMAN OF THE GOVERNORS

83. The Governors shall each school year, at their first meeting in that year, elect a chairman and a vice-chairman from among their number. With effect from incorporation of the Academy Trust the existing chairman of the Governing Body of the maintained School (being the predecessor to the Academy) at the time of incorporation shall be the chairman of the Governors until the first meeting of the Governors. A Governor who is employed by the Academy Trust shall not be eligible for election as chairman or vice-chairman.
84. Subject to Article 85, the chairman or vice-chairman shall hold office as such until his successor has been elected in accordance with Article 86.
85. The chairman or vice-chairman may at any time resign his office by giving notice in writing to the Secretary. The chairman or vice-chairman shall cease to hold office if:
- (a) he ceases to be a Governor; or
  - (b) he is employed by the Academy Trust; or
  - (c) he is removed from office in accordance with these Articles; or
  - (d) in the case of the vice-chairman, he is elected in accordance with these Articles to fill a vacancy in the office of chairman.
86. Where by reason of any of the matters referred to in Article 85, a vacancy arises in the office of chairman or vice-chairman, the Governors shall at their next meeting elect one of their number to fill that vacancy.

87. Where the chairman is absent from any meeting or there is at the time a vacancy in the office of the chairman, the vice-chairman shall act as the chair for the purposes of the meeting.
88. Where in the circumstances referred to in Article 87 the vice-chairman is also absent from the meeting or there is at the time a vacancy in the office of vice-chairman, the Governors shall elect one of their number to act as a chairman for the purposes of that meeting, provided that the Governor elected shall not be a person who is employed by the Academy Trust.
89. The Secretary shall act as chairman during that part of any meeting at which the chairman is elected.
90. Any election of the chairman or vice-chairman which is contested shall be held by secret ballot.
91. The Governors may remove the chairman or vice-chairman from office in accordance with these Articles.
92. A resolution to remove the chairman or vice-chairman from office which is passed at a meeting of the Governors shall not have effect unless:
- (a) it is confirmed by a resolution passed at a second meeting of the Governors held not less than fourteen days after the first meeting; and
  - (b) the matter of the chairman's or vice-chairman's removal from office is specified as an item of business on the agenda for each of those meetings.
93. Before the Governors resolve at the relevant meeting on whether to confirm the resolution to remove the chairman or vice-chairman from office, the Governor or Governors proposing his removal shall at that meeting state their reasons for doing so and the chairman or vice-chairman shall be given an opportunity to make a statement in response.

## POWERS OF GOVERNORS

94. Subject to provisions of the Companies Act 2006, the Articles and to any directions given by special resolution, the business of the Academy Trust shall be managed by the Governors who may exercise all the powers of the Academy Trust. No alteration of the Articles and no such direction shall invalidate any prior act of the Governors which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this Article shall not be limited by any special power given to the Governors by the Articles and a meeting of Governors at which a quorum is present may exercise all the powers exercisable by the Governors.
95. In addition to all powers hereby expressly conferred upon them and without detracting from the generality of their powers under the Articles the Governors shall have the following powers, namely:
- (a) to expend the funds of the Academy Trust in such manner as they shall consider most beneficial for the achievement of the Object and to invest in the name of the Academy Trust such part of the funds as they may see fit and to direct the sale or transposition of any such investments and to expend the proceeds of any such sale in furtherance of the Object; and
  - (b) to enter into contracts on behalf of the Academy Trust.
96. In the exercise of their powers and functions, the Governors may consider any advice given by the Principal and any other executive officer.
97. Any bank account in which any money of the Academy Trust is deposited shall be operated by the Governors in the name of the Academy Trust. All cheques and orders for the payment of money from such an account shall be signed by at least two signatories authorised by the Governors.

#### CONFLICTS OF INTEREST

98. Any Governor who has or can have any direct or indirect duty or personal interest (including but not limited to any Personal Financial Interest) which conflicts or may conflict with his duties as a Governor shall disclose that fact

to the Governors as soon as he becomes aware of it. A Governor must absent himself from any discussions of the Governors in which it is possible that a conflict will arise between his duty to act solely in the interests of the Academy Trust and any duty or personal interest (including but not limited to any Personal Financial Interest).

99. For the purpose of Article 98, a Governor has a Personal Financial Interest in the employment or remuneration of, or the provision of any other benefit to, that Governor as permitted by and as defined by articles 6.5-6.9.

## THE MINUTES

100. The minutes of the proceedings of a meeting of the Governors 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 Governors) at the same or next subsequent meeting by the person acting as chairman thereof. The minutes shall include a record of:

- (a) all appointments of officers made by the Governors; and
- (b) all proceedings at meetings of the Academy Trust and of the Governors and of committees of Governors including the names of the Governors present at each such meeting.

## COMMITTEES

101. Subject to these Articles, the Governors may establish any committee. Subject to these Articles, the constitution, membership and proceedings of any committee shall be determined by the Governors. The establishment, terms of reference, constitution and membership of any committee of the Governors shall be reviewed at least once in every twelve months. The membership of any committee of the Governors may include persons who are not Governors, provided that a majority of members of any such committee shall be Governors. The Governors may determine that some or all of the members of a committee who are not Governors shall be entitled to vote in any proceedings of the committee. No vote on any matter shall be taken at a

meeting of a committee of the Governors unless the majority of members of the committee present are Governors.

#### DELEGATION

102. The Governors may delegate to any Governor, committee, the Principal 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 may be made subject to any conditions the Governors may impose and may be revoked or altered.
103. Where any power or function of the Governors is exercised by any committee, any Governor, Principal or any other holder of an executive office, that person or committee shall report to the Governors in respect of any action taken or decision made with respect to the exercise of that power or function at the meeting of the Governors immediately following the taking of the action or the making of the decision.

#### PRINCIPAL

104. The Governors shall appoint the Principal. The Governors may delegate such powers and functions as they consider are required by the Principal for the internal organisation, management and control of the Academy (including the implementation of all policies approved by the Governors and for the direction of the teaching and curriculum at the Academy).

#### MEETINGS OF THE GOVERNORS

105. Subject to these Articles, the Governors may regulate their proceedings as they think fit.
106. The Governors shall hold at least three meetings in every school year. Meetings of the Governors shall be convened by the Secretary. In exercising his functions under this Article the Secretary shall comply with any direction:

- (a) given by the Governors; or

- (b) given by the chairman of the Governors or, in his absence or where there is a vacancy in the office of chairman, the vice-chairman of the Governors, so far as such direction is not inconsistent with any direction given as mentioned in 106(a).

107. Any three Governors may, by notice in writing given to the Secretary, requisition a meeting of the Governors and it shall be the duty of the Secretary to convene such a meeting as soon as is reasonably practicable.

108. Each Governor shall be given at least fourteen clear days before the date of a meeting:

- (a) notice in writing thereof, signed by the Secretary, and sent to each Governor at the address provided by each Governor from time to time; and

- (b) a copy of the agenda for the meeting;

provided that where the chairman or, in his absence or where there is a vacancy in the office of chairman, the vice-chairman, 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.

109. 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.

110. A resolution to rescind or vary a resolution carried at a previous meeting of the Governors shall not be proposed at a meeting of the Governors unless the consideration of the rescission or variation of the previous resolution is a specific item of business on the agenda for that meeting.

111. A meeting of the Governors shall be terminated forthwith if:

- (a) the Governors so resolve; or

- (b) the number of Governors present ceases to constitute a quorum for a meeting of the Governors in accordance with Article 114, subject to Article 116.
- 112. Where in accordance with Article 111 a meeting is not held or is terminated before all the matters specified as items of business on the agenda for the meeting have been disposed of, a further meeting shall be convened by the Secretary as soon as is reasonably practicable, but in any event within seven days of the date on which the meeting was originally to be held or was so terminated.
- 113. Where the Governors resolve in accordance with Article 111 to adjourn a meeting before all the items of business on the agenda have been disposed of, the Governors shall before doing so determine the time and date at which a further meeting is to be held for the purposes of completing the consideration of those items, and they shall direct the Secretary to convene a meeting accordingly.
- 114. Subject to Article 116 the quorum for a meeting of the Governors, and any vote on any matter thereat, shall be one half (rounded up to a whole number) of the total number of Governors holding office at the date of the meeting. If the Secretary of State has appointed Additional or Further Governors then a majority of the quorum must be made up of Additional or Further Governors.
- 115. The Governors may act notwithstanding any vacancies in their number, but, if the numbers of Governors is less than the number fixed as the quorum, the continuing Governors may act only for the purpose of filling vacancies or of calling a general meeting.
- 116. The quorum for the purposes of:
  - (a) appointing a Parent Governor under Article 57;
  - (b) any vote on the removal of a Governor in accordance with Article 67, 67A or 67B; and

- (c) any vote on the removal of the chairman of the Governors in accordance with Article 91;

shall be any two-thirds (rounded up to a whole number) of the persons who are at the time Governors entitled to vote on those respective matters.

- 117. Subject to these Articles, every question to be decided at a meeting of the Governors shall be determined by a majority of the votes of the Governors present and voting on the question. Every Governor shall have one vote.
- 118. Subject to Article 114-116, where there is an equal division of votes, the chairman of the meeting shall have a casting vote in addition to any other vote he may have.
- 119. The proceedings of the Governors shall not be invalidated by:
  - (a) any vacancy among their number; or
  - (b) any defect in the election, appointment or nomination of any Governor.
- 120. A resolution in writing, signed by all the Governors entitled to receive notice of a meeting of Governors or of a committee of Governors, shall be valid and effective as if it had been passed at a meeting of Governors or (as the case may be) a committee of Governors duly convened and held. Such a resolution may consist of several documents in the same form, each signed by one or more of the Governors.
- 121. Subject to Article 122, the Governors shall ensure that a copy of:
  - (a) the agenda for every meeting of the Governors;
  - (b) the draft minutes of every such meeting, if they have been approved by the person acting as chairman of that meeting;
  - (c) the signed minutes of every such meeting; and

- (d) any report, document or other paper considered at any such meeting,

are, as soon as is reasonably practicable, made available at the Academy to persons wishing to inspect them.

122. There may be excluded from any item required to be made available in pursuance of Article 121, any material relating to:

- (a) a named teacher or other person employed, or proposed to be employed, at the Academy;
- (b) a named pupil at, or candidate for admission to, the Academy; and
- (c) any matter which, by reason of its nature, the Governors are satisfied should remain confidential.

123. Any Governor shall be able to participate in meetings of the Governors by telephone or video conference provided that:

- (a) 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
- (b) the Governors 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.

#### PATRONS AND HONORARY OFFICERS

124. The Governors may from time to time appoint any person whether or not a Member of the Academy Trust to be a patron of the Academy Trust or to hold any honorary office and may determine for what period he is to hold such office.

## THE SEAL

125. The seal, if any, shall only be used by the authority of the Governors or of a committee of Governors authorised by the Governors. The Governors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Governor and by the Secretary or by a second Governor.

## ACCOUNTS

126. Accounts shall be prepared in accordance with the relevant Statement of Recommended Practice as if the Academy Trust was a non-exempt charity and Parts 15 and 16 of the Companies Act 2006 and the Academy Trust shall file these with the Secretary of State and the Principal Regulator by 31 December each Academy Financial Year.

## ANNUAL REPORT

127. The Governors shall prepare its Annual Report in accordance with the Statement of Recommended Practice as if the Academy Trust was a non-exempt charity and shall file these with the Secretary of State and the Principal Regulator by 31 December each Academy Financial Year.

## ANNUAL RETURN

128. The Governors shall comply with their obligations under Part 24 of the Companies Act 2006 (or any statutory re-enactment or modification of that Act) with regard to the preparation of an annual return to the Registrar of Companies and in accordance with the Statement of Recommended Practice as if the Academy Trust was a registered charity and to the Secretary of State and the Principal Regulator by 31 December each Academy Financial Year.

## NOTICES

129. Any notice to be given to or by any person pursuant to the Articles (other than a notice calling a meeting of the Governors) shall be in writing or shall be given using electronic communications to an address for the time being

notified for that purpose to the person giving the notice. In these Articles, "Address" in relation to electronic communications, includes a number or address used for the purposes of such communications.

130. A notice may be given by the Academy Trust to a Member either personally or by sending it by post in a prepaid envelope addressed to the Member at his registered address or by leaving it at that address or by giving it using electronic communications to an address for the time being notified to the Academy Trust by the Member. A Member whose registered address is not within the United Kingdom and who gives to the Academy Trust an address within the United Kingdom at which notices may be given to him, or an address to which notices may be sent using electronic communications, shall be entitled to have notices given to him at that address, but otherwise no such Member shall be entitled to receive any notice from the Academy Trust.
131. A Member present, either in person or by proxy, at any meeting of the Academy Trust shall be deemed to have received notice of the meeting and, where necessary, of the purposes for which it was called.
132. Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. Proof that a notice contained in an electronic communication was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of 48 hours after the envelope containing it was posted or, in the case of a notice contained in an electronic communication, at the expiration of 48 hours after the time it was sent.

#### INDEMNITY

133. Subject to the provisions of the Companies Act 2006 every Governor or other officer or auditor of the Academy Trust shall be indemnified out of the assets of the Academy Trust against any liability incurred by him in that capacity in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for

negligence, default, breach of duty or breach of trust in relation to the affairs of the Academy Trust.

## RULES

134. The Governors may from time to time make such rules or bye laws as they may deem necessary or expedient or convenient for the proper conduct and management of the Academy Trust and for purposes of prescribing classes of and conditions of membership, and in particular but without prejudice to the generality of the foregoing, they may by such rules or bye laws regulate:
- (a) the admission and classification of Members of the Academy Trust (including the admission of organisations to membership) and the rights and privileges of such Members, and the conditions of membership and the terms on which Members may resign or have their membership terminated and the entrance fees, subscriptions and other fees or payments to be made by Members;
  - (b) the conduct of Members of the Academy Trust in relation to one another, and to the Academy Trust's servants;
  - (c) the setting aside of the whole or any part or parts of the Academy Trust's premises at any particular time or times or for any particular purpose or purposes;
  - (d) the procedure at general meetings and meetings of the Governors and committees of the Governors in so far as such procedure is not regulated by the Articles; and
  - (e) generally, all such matters as are commonly the subject matter of company rules.
135. The Academy Trust in general meeting shall have power to alter, add or to repeal the rules or bye laws and the Governors shall adopt such means as they think sufficient to bring to the notice of Members of the Academy Trust all such rules or bye laws, which shall be binding on all Members of the Academy Trust provided that no rule or bye law shall be inconsistent with, or

shall affect or repeal anything contained in, the Articles.

#### AVOIDING INFLUENCED COMPANY STATUS

136. Notwithstanding the number of Members from time to time, the maximum aggregate number of votes exercisable by Local Authority Associated 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.
137. No person who is a Local Authority Associated Person may be appointed as a Governor if, once the appointment had taken effect, the number of Governors who are Local Authority Associated Persons would represent 20% or more of the total number of Governors. Upon any resolution put to the Governors, the maximum aggregate number of votes exercisable by any Governors who are Local Authority Associated Persons shall represent a maximum of 19.9% of the total number of votes cast by the Governors on such a resolution and the votes of the other Governors having a right to vote at the meeting will be increased on a pro-rata basis.
138. No person who is a Local Authority Associated Person is eligible to be appointed to the office of Governor unless his appointment to such office is authorised by the local authority to which he is associated.
139. If at the time of either his becoming a Member of the Academy Trust or his first appointment to office as a Governor any Member or Governor was not a Local Authority Associated Person but later becomes so during his membership or tenure as a Governor he shall be deemed to have immediately resigned his membership and/or resigned from his office as a Governor as the case may be.
140. If at any time the number of Governors or Members who are also Local Authority Associated Persons would (but for Articles 136 to 139 inclusive) represent 20% or more of the total number of Governors or Members (as the case may be) then a sufficient number of the Governors or Members (as the case may be) who are Local Authority Associated Persons shall be deemed to have resigned as Governors or Members (as the case may be)

immediately before the occurrence of such an event to ensure that at all times the number of such Governors or Members (as the case may be) is never equal to or greater than 20% of the total number of Governors or Members (as the case may be). Governors or Members (as the case may be) who are Local Authority Associated Persons shall be deemed to have resigned in order of their appointment date the most recently appointed resigning first.

141. The Members will each notify the Academy Trust and each other if at any time they believe that the Academy Trust 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).