

Company No: 1521832

Charity No: 281242

The Companies Acts 2006

ARTICLES of ASSOCIATION

- of -

Prior Park Educational Trust

Incorporated on 13th October 1980

These Articles of Association were adopted by Special Resolution dated 25 March 2021

[based on the Charity Law Association model]

25 March 2021

Companies Acts 2006

Company limited by guarantee and not having a share capital

ARTICLES OF ASSOCIATION

- of -

PRIOR PARK EDUCATIONAL TRUST

1. NAME

The name of the Company is Prior Park Educational Trust ('the Trust')

2. REGISTERED OFFICE

The registered office of the Trust is to be in England and Wales

3. OBJECTS

The objects of the Trust ('the Objects') are:

- 3.1. to provide for the advancement of education and in connection therewith to conduct, carry on, acquire and develop any boarding or day school or schools for the education of children of either or both sexes of the Roman Catholic religion with other Christian children, with or without non-Christian children.
- 3.2. to provide for such other charitable works wheresoever and whatsoever as advance the Roman Catholic religion.

4. POWERS

The Trust has the following powers, which may be exercised only in promoting the Objects:

- 4.1. To establish and carry on **the Schools** and to establish or acquire as a going concern and carry on or manage any subsidiary, affiliated or other schools for the education of boys and girls, either in connection with the above-mentioned schools or as independent schools
- 4.2. To support any of the schools within the group known as **Prior Park Schools** in the optimum general physical moral and religious training within the Christian faith and, if designated as a Roman Catholic school, in accordance with the values and requirements of the Roman Catholic Church
- 4.3. To award bursaries, prizes and scholarships to pupils, and to former pupils who become students at any university or at any other place of education or who undertake any special course of instruction or research work, and to provide means for training student teachers and students in the theory and practice of education
- 4.4. To promote or carry out research, provide advice and publish or distribute information including the results of such research
- 4.5. To co-operate with other bodies and support, administer or set up other charities
- 4.6. To raise funds (but not by means of **taxable trading**)
- 4.7. To borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Act 1993)
- 4.8. To acquire or hire property of any kind

- 4.9. To let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act 1993)
- 4.10. To make grants or loans of money and to give guarantees in each case with or without security and upon such terms as the **Trustees** decide
- 4.11. To set aside funds for special purposes or as reserves against future expenditure
- 4.12. To deposit or invest funds in any manner (but to invest only after obtaining advice from a **financial expert** and having regard to the suitability of investments and the need for diversification)
- 4.13. To delegate the management of investments to a financial expert, but only on terms which ensure that:
 - 4.13.1. the investment policy is set down **in writing** for the financial expert by the **Trustees**
 - 4.13.2. every transaction is reported promptly to the **Trustees**
 - 4.13.3. the performance of the investments is reviewed regularly with the **Trustees**
 - 4.13.4. the **Trustees** are entitled to cancel the delegation arrangement at any time
 - 4.13.5. the investment policy and the delegation arrangement are reviewed at least once a **year**
 - 4.13.6. all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the **Trustees** on receipt
 - 4.13.7. the financial expert must not do anything outside the powers of the **Trustees**
- 4.14. To arrange for investments or other property of the Trust to be held in the name of a nominee (being a corporate body registered or having an established place of business in England and Wales) under the control of the **Trustees** or of a financial expert acting under their instructions, and to pay any reasonable fee required
- 4.15. To insure the property of the Trust against any foreseeable risk and take out other insurance policies to protect the Trust when required
- 4.16. To insure the **Trustees** against the costs of a successful defence to a criminal prosecution brought against them as charity trustees, or against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of trust or breach of duty, unless the **Trustee** concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty
- 4.17. Subject to Article 5, to employ paid or unpaid agents, staff or advisers and to engage professional or other advisers
- 4.18. To enter into contracts to provide services to or on behalf of other bodies
- 4.19. To establish subsidiary companies to assist or act as agents for the Trust
- 4.20. To amalgamate with, acquire and undertake any of the assets liability and engagements of any charity having Objects altogether or in part similar to those of the Trust and to transfer to such charity any of the assets liability and engagements of the Trust
- 4.21. To take any gift of property, whether subject to any special trust or not, for any of the Objects
- 4.22. To do anything else within the law which promotes or helps to promote the Objects

5. BENEFITS TO MEMBERS AND TRUSTEES

- 5.1. The property and funds of the Trust must be used only for promoting the Objects and do not belong to the **members** of the Trust but members may:
 - 5.1.1. be paid interest at a reasonable rate on money lent to the Trust
 - 5.1.2. be paid a reasonable rent or hiring fee for property let or hired to the Trust
 - 5.1.3. receive gratuitously or at a discount any books or publications relating to the Objects whether published by the Trust or not
- 5.2. A **Trustee** must not receive any payment of money or other **material benefit** (whether directly or indirectly) from the Trust except
 - 5.2.1. as mentioned in clauses 4.16, 5.1.2, 5.1.3 or 5.3.
 - 5.2.2. reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Trust
 - 5.2.3. an indemnity in respect of any liabilities properly incurred in running the Trust (including the costs of a successful defence to criminal proceedings)
 - 5.2.4. payment to any company in which a **Trustee** has no more than a 1 per cent shareholding
 - 5.2.5. in exceptional cases, other payments or benefits (but only with the written approval of the **Commission** in advance)
- 5.3. Any **Trustee** (or any firm or company of which a **Trustee** is a member or employee) may enter into a contract with the Trust to supply goods or services in return for a payment or other material benefit but only if
 - 5.3.1. the goods or services are actually required by the Trust
 - 5.3.2. the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in clause 5.4
 - 5.3.3. no more than one half of the **Trustees** are subject to such a contract in any financial year
- 5.4. Whenever a **Trustee** has a personal interest in a matter to be discussed at a meeting of the **Trustees** or a committee the **Trustee** concerned must:
 - 5.4.1. declare an interest at or before discussion begins on the matter
 - 5.4.2. withdraw from the meeting for that item unless expressly invited to remain in order to provide information
 - 5.4.3. not be counted in the quorum for that part of the meeting
 - 5.4.4. withdraw during the vote and have no vote on the matter
- 5.5. This clause may not be amended without the prior written consent of the Commission

6. LIMITED LIABILITY

The liability of members is limited

7. GUARANTEE

Every member promises, if the Trust is dissolved while he, she or it remains a member or within 12 months afterwards, to pay up to £1 towards the costs of dissolution and the liabilities incurred by the Trust while the contributor was a member

8. MEMBERSHIP

- 8.1. The number of members with which the company proposes to be registered is 16 but the **Trustees** may from time to time register an increase of members
- 8.2. The Trust must maintain a register of members
- 8.3. **Membership** of the Trust shall be confined to the **Trustees**
- 8.4. The majority of the members shall be of the Roman Catholic faith
- 8.5. Membership is terminated if the member concerned
 - 8.5.1. gives written notice of resignation to the Trust
 - 8.5.2. dies
 - 8.5.3. is removed from membership by resolution of the **Trustees** on the ground that in their reasonable opinion the member's continued membership is harmful to the Trust (but only after notifying the member in writing and considering the matter in the light of any written representations which the member concerned puts forward within 14 **clear days** after receiving notice) or
 - 8.5.4. ceases to be a **Trustee** under Article 10.5
- 8.6. Membership of the Trust is not transferable
- 8.7. Each member is to further the Objects so far as practicable and observe the Trustees Code of Conduct and any Standing Orders Rules and Regulations issued under Article 12

9. GENERAL MEETINGS

- 9.1. Members and the auditors of the Trust are entitled to attend general meetings personally. General meetings require at least clear 21 days' written notice specifying the place and time chosen by the **Trustees** and the business to be discussed
- 9.2. There is a quorum at a general meeting if the number of members personally present is at least 4 (or one third of the members if greater).
- 9.3. No business shall be transacted at any meeting unless a quorum is present and (subject to the Act) no resolution other than for the transaction of ordinary business will be considered unless notice of the resolution was duly given
- 9.4. If there is no quorum, the meeting will be adjourned to such time and place as the **Trustees** decide, but if business is adjourned for more than 14 days then at least 7 clear days' notice of the adjourned meeting and business must be given.
- 9.5. The **Chair** or (if the Chair and any Vice Chair are unable or unwilling to do so) some other **Trustee** elected by those present presides at a general meeting
- 9.6. Except where otherwise provided by the **Act**, every issue is decided by a majority of the votes cast
- 9.7. Except for the Chair of the meeting, who has a second or casting vote, every member present in person has one vote on each issue and no person who is not a member may vote at a general meeting
- 9.8. Subject to Article 9.9, a declaration by the Chair as to the result of a vote, duly entered in the minutes, is conclusive without proof of the number or proportion of the votes recorded in favour of or against the resolution.
- 9.9. Each issue is decided on a show of hands unless (subject to the provisions of the Act) either the chair or the greater of 3 members or 10 per cent of the members present demand a poll

- 9.10. With the consent of the Chair a demand for a poll may be withdrawn before the poll is taken but withdrawal does not invalidate the result of a show of hands declared before the demand was made.
- 9.11. The **Chair** directs the poll, immediately fixes a time and place for declaring the results and may appoint scrutineers (who need not be members). The result of the poll is deemed to be the resolution of the meeting at which the poll was demanded
- 9.12. A poll on the election of a Chair or on a proposed adjournment is taken immediately. A poll on any other question is taken not more than 30 days after the demand but does not prevent transaction of other business at the meeting.
- 9.13. A written resolution signed by all those entitled to vote at a general meeting is as valid as a resolution actually passed at a general meeting (and for this purpose the written resolution may be set out in more than one document and will be treated as passed on the date of the last signature)
- 9.14. The Trust must in every year (and within 15 months of the last AGM) hold an **AGM** which all members are entitled to attend. The first AGM may be held within 18 months after the Trust's incorporation
- 9.15. At an AGM the members transact the following:
 - ordinary business:
 - 9.15.1. to receive the accounts of the Trust for the previous financial year
 - 9.15.2. to receive the **Trustees'** report on the Trust's activities since the previous AGM
 - 9.15.3. to accept the retirement of those **Trustees** who wish to retire or who are retiring by rotation
 - 9.15.4. to elect persons to be **Trustees** to fill the vacancies arising and to reappoint **Trustees** co-opted under Article 10.10.3
 - 9.15.5. to appoint auditors for the Trust and fix their remuneration
 - special business:
 - 9.15.6. to confer on any individual (with his or her consent) the honorary title of President of Prior Park Schools or Patron of the Trust (without executive duties or responsibilities or voting rights) and
 - 9.15.7. to discuss and determine any issues of policy or deal with any other business put before them
- 9.16. Any general meeting which is not an AGM is an **EGM** and any business conducted at an **EGM** is special
- 9.17. An **EGM** may be called at any time by the **Trustees** and must be called within 28 days on a written request from at least 4 members explaining its purpose

10. THE TRUSTEES

- 10.1. The Trustees as charity trustees have control of the Trust and its property and funds and as such are also directors of a company
- 10.2. Unless otherwise determined by the members, the number of Trustees shall be not less than 10 nor more than 16, all of whom must be members
- 10.3. The **Trustees** at the date of adoption of the Articles in this present form are the trustees of the Trust for the terms which they currently hold. Thereafter **Trustees** shall be appointed by the members in general meeting

- 10.4. Every **Trustee** must sign a declaration of willingness to act as a charity trustee of the Trust before he or she is eligible to vote at any meeting of the **Trustees**
- 10.5. A Trustee may be reappointed for a maximum number of 3 consecutive periods of up to 3 years.
- 10.6. Notwithstanding Article 10.5 a **Trustee** may be reappointed for one further 3-year term, after serving for 9 years consecutively provided that such reappointment:
- 10.6.1. is strongly recommended by the **Trustees**
 - 10.6.2. will in the opinion of the members be in the best interests of the Trust and
 - 10.6.3. is on terms that the **Trustee** so reappointed will resign such positions of authority on the Board of **Trustees** as the members deem appropriate
- 10.7. A **Trustee's** term of office automatically terminates if he or she:
- 10.7.1. is disqualified under the Charities Acts from acting as a charity trustee
 - 10.7.2. is incapable, whether mentally or physically, of managing his or her own affairs
 - 10.7.3. is absent from 4 consecutive meetings of the **Trustees** except for a reason approved by the **Trustees** and duly minuted
 - 10.7.4. ceases to be a member whether by virtue of Article 8.5 or otherwise
 - 10.7.5. resigns by written notice to the **Trustees** (but only if at least four **Trustees** will remain in office) or
 - 10.7.6. is removed by resolution passed by at least two thirds of the members present and voting at a general meeting after the meeting has invited the views of the **Trustee** concerned and considered the matter in the light of any such views
- 10.8. After holding office in accordance with Articles 10.6 or 10.7 a Trustee shall not be eligible for a new appointment as a Trustee until at least one year has expired since termination of such office
- 10.9. A decision to appoint or remove a **Trustee** will be exercised only with a view to preserving the character and ethos of the Trust as a Roman Catholic charity and for the better performance of the Schools
- 10.10. A **Trustee** may be appointed at a general meeting but only if:
- 10.10.1. he or she is recommended by the **Trustees** or
 - 10.10.2. a member has given the Trust between 14 and 35 clear days' notice of intention to propose him or her, with particulars for entry in the Trust's register of **Trustees** and confirmation of his or her willingness to be elected a **Trustee**
 - 10.10.3. The **Trustees** may at any time co-opt (and remove on notice in writing) any person duly qualified to be appointed as a **Trustee** to fill a vacancy in their number or as an additional **Trustee**, but a co-opted **Trustee** holds office only for one year unless, extendable for a further year if agreed by the Board of Trustees
 - 10.10.4. A technical defect in the appointment of a **Trustee** of which the **Trustees** are unaware at the time does not invalidate decisions taken at a meeting

11. PROCEEDINGS OF TRUSTEES

- 11.1. The **Trustees** must hold at least 3 full Board of **Trustees** meetings each year
- 11.2. A quorum at a meeting of the **Trustees** is 4 or (if greater) one third of **Trustees**
- 11.3. If 15 minutes after the time appointed for a meeting no quorum is present then without prejudice to the right of those present to discuss but not vote on any matter

the meeting shall stand adjourned sine die and a special meeting shall be summoned as soon as conveniently may be. Any meeting may be adjourned by resolution.

- 11.4. A meeting of the **Trustees** or of a Local Governing Board or other committee may be held either in person or by suitable electronic means agreed by the **Trustees** in which all participants may communicate with all the other participants
- 11.5. The **Chair** or (if the Chair and any Vice Chair are unable or unwilling to do so) some other **Trustee** chosen by the **Trustees** present presides at each meeting
- 11.6. Every issue may be determined by a simple majority of the votes cast at a meeting but a written resolution signed by all the **Trustees** is as valid as a resolution passed at a meeting (and for this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature)
- 11.7. Except for the Chair of the meeting, who has a second or casting vote, every **Trustee** has one vote on each issue
- 11.8. Any resolution of the Trustees may be rescinded or varied at a subsequent meeting if due notice of the intention to rescind or vary the same has been given in writing to all the **Trustees**
- 11.9. At a meeting the **Trustees** elect from their number a Chair (who must be Roman Catholic, subject to Article 11.10) for a term of up to 3 years and the **Chair** may be re-elected for a further term of up to 3 years if the extension is unanimously held by the other **Trustees** to be in the interests of the Trust
- 11.10. The **Chair** shall normally be a Roman Catholic but if it is in the interests of the Trust a member of another Christian denomination may alternatively be appointed **Chair** provided that a Roman Catholic serves contemporaneously as Vice-Chair
- 11.11. A procedural defect of which the **Trustees** are unaware at the time does not invalidate decisions taken at a meeting
- 11.12. The **Secretary** will on request by any three **Trustees** summon a meeting of the Board of **Trustees** by notice at any reasonable time

12. POWERS OF TRUSTEES

The **Trustees** have the following powers in the administration of the Trust:

- 12.1. to appoint (and remove) any person to act as Secretary to the Trust in accordance with the Act on such terms as they think fit
- 12.2. to delegate any of their functions to **Local Governing Boards** for each School or to other committees, provided that the Trustees shall require each such board or committee to act in accordance with Terms of Reference or other brief adopted for the purpose by the **Trustees**.
- 12.3. each **Local Governing Board** or other committee shall consist of two or more individuals appointed by the Trustees and the **Trustees** shall require that all of their proceedings shall be reported promptly to the **Trustees**
- 12.4. in particular to adopt and revoke at any time an Instrument of Government, Code of Conduct or other policy or constitutional document that the **Trustees** may decide upon. Such document is to set out a framework for the operation and roles of the **Trustees**, the Heads, Director of Operations and Finance and other officers of the Trust and any Finance or other Committee
- 12.5. to make Rules (consistent with **these Articles** and the Act) to govern proceedings at general meetings, **Trustees'** meetings and meetings of committees and as to the administration of the Trust and the use of its seal (if any)

- 12.6. to establish procedures to assist the resolution of disputes within the Trust
- 12.7. to exercise any powers of the Trust which are not reserved to a general meeting

13. RECORDS & ACCOUNTS

- 13.1. The **Trustees** must comply with the requirements of the Act and of the Charities Act 1993 as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:
 - 13.1.1. annual reports
 - 13.1.2. annual returns
 - 13.1.3. annual statements of account
- 13.2. The **Trustees** must keep proper records of:
 - 13.2.1. all proceedings at general meetings
 - 13.2.2. all proceedings at meetings of the **Trustees**
 - 13.2.3. all reports of committees and
 - 13.2.4. all professional advice obtained
- 13.3. All these records must be made available for inspection by any **Trustee** at any reasonable time during normal office hours
- 13.4. A copy of the Trust's latest available statement of account must be supplied on request to any member, or to any other person who makes a written request and pays the Trust's reasonable costs, within two months

14. NOTICES

- 14.1. Notices under these Articles may be sent by hand, or by post or by suitable electronic means
- 14.2. The only address at which a member is entitled to receive notices is the address shown in the register of members which for the avoidance of doubt may include an electronic mail address
- 14.3. Any notice given in accordance with these Articles is to be treated for all purposes as having been received:
 - 14.3.1. 24 hours after being sent by electronic means or delivered by hand to the relevant address
 - 14.3.2. 2 clear days after being sent by first class post to that address
 - 14.3.3. 3 clear days after being sent by second class or overseas post to that address
 - 14.3.4. on the date of publication of a newspaper containing the notice
 - 14.3.5. on being handed to the member personally or, if earlier,
 - 14.3.6. as soon as the member acknowledges actual receipt
- 14.4. A technical defect in the giving of notice of which the **Trustees** are unaware at the time does not invalidate decisions taken at a meeting

15. SEAL

- 15.1. The common seal of the **Trust** will be kept safely and used only by resolution of the **Trustees** and in the presence and over the signatures of two **Trustees** and the Secretary or in the absence of the Secretary any other person appointed by the **Trustees** for the purpose.

15.2. The **Trustees** may in the alternative authorise two **Trustees** to sign a deed or other document without the seal

16. INDEMNITY

16.1. Subject to the provisions of the Act and of the Charities Acts every **Trustee** or other officer or auditor of the **Trust** is to be indemnified out of the assets of the **Trust** against the costs of a successful defence to a criminal prosecution or civil claim or in connection with any application in which the court grants him or her relief from liability for negligence default breach of trust or breach of duty in that capacity in relation to the business of the **Trust**

16.2. If any **Trustee** or any other person become personally liable to pay any sum primarily due from the Trust the **Trustees** may authorise execution of any mortgage or security over or affecting one or more assets of the Trust by way of indemnity to secure such **Trustee** or other person from any loss in respect of such liability

17. DISSOLUTION

17.1. If the **Trust** is dissolved the assets (if any) remaining after provision has been made for all its liabilities (including pensions or allowances to retired employees of the Trust in accordance with any pension scheme in force at the date of liquidation) must be applied in one or more of the following ways:

17.1.1. by transfer to one or more other bodies established for exclusively charitable purposes for the educational or other needs of the Roman Catholic community within the Roman Catholic Diocese of Clifton

17.1.2. directly for charitable purposes as close as possible to the Objects

17.2. A final report and statement of account must be sent to the Commission

18. INTERPRETATION

In these Articles:

18.1. '**The Act**' means the Companies Act 2006

'**AGM**' means an annual general meeting of the Trust

'**these Articles**' means these articles of association and "Article" means a specified clause in these Articles

'**the Bishop**' means the Roman Catholic Bishop for the time being of the Diocese and (during any vacancy) the person who is for the time being entitled under the Canon Law of the Roman Catholic Church to exercise jurisdiction as Ordinary over Roman Catholics living in the Diocese

'**Chair**' and '**Vice-Chair**' mean the chair and vice-chair of the Trustees appointed under these Articles

'**charity trustee**' has the meaning prescribed by the Charities Act 2011

'**clear day**' means 24 hours from midnight following the relevant event

'**the Commission**' means the Charity Commissioners for England and Wales

'**the Diocese**' means the Roman Catholic Diocese of Clifton or (if either of the Schools ceases to be in the said Diocese) the diocese or dioceses in which the Schools are for the time being situated and if at any time there is more than one such diocese then references to 'Bishop' and 'Diocese' are to signify the Bishop or the Diocese relevant to the particular School

'**EGM**' means an extraordinary general meeting of the Trust

'financial expert' means an individual, company or firm who is an authorised person or an exempted person within the meaning of the Financial Services Act 1986

'Local Governing Boards' mean those established to oversee the individual schools within Prior Park Schools

'material benefit' means a benefit which may not be financial but has a monetary value

'member' and **'membership'** refer to membership of the Trust

'month' means calendar month

'the Objects' means the Objects of the Trust

'the Trust' means the company governed by these Articles

'Trustee' means a director of the Trust and **'Trustees'** means all of the directors

'Roman Catholic' means in communion with the See of Rome

'Roman Catholic school' shall mean a school recognised as such by the Bishop in which the religious education and worship is in accordance with the teaching rites and practices of the Roman Catholic Church

'Secretary' means the Secretary of the Trust

'the Schools' for the purposes of these Articles, means Prior Park College Bath, the Paragon School Bath, and such other schools within the UK as the Trust may acquire or administer from time to time or, where appropriate, any of them

'Prior Park Schools' for the purposes of these Articles, means those schools defined under the term **'the Schools'** plus Prior Park School Gibraltar, and such other schools outside the UK as the Trust may acquire or administer from time to time or, form a management partnership with or, where appropriate, any of them

'taxable trading' means carrying on a trade or business on a continuing basis for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects

'written' or **'in writing'** refers to a legible document on paper including via email

'year' means calendar year

18.2. Expressions defined in the Act have the same meaning

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