

The Companies Act 2006

Company Limited by Guarantee without Share Capital

Articles of Association

of

Olive Academies Independent Schools



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Articles of Association of Olive Academies Independent Schools

PART I - CHARITABLE STATUS AND CAPACITY

PURPOSES AND POWERS

1. Purposes

The Charity exists to further the following charitable purposes:

- 1.1 to advance education for the public benefit, in particular but not exclusively, by establishing, maintaining, carrying on, managing and developing schools or other educational institutions;
- 1.2 for the benefit of inhabitants of the areas in which the Charity's schools or educational institutions are situated to provide or assist in the provision of facilities in the interests of social welfare for recreation or other leisure time occupation of individuals who have need of such facilities by reason of their youth, age, infirmity or disability, financial hardship or social circumstances with the object of improving their conditions of life; and
- 1.3 to advance in life and help young people, in particular by providing support and activities which develop their skills, capacities and capabilities to enable them to participate in society as mature and responsible individuals.

2. Powers

The Charity has power to do anything which helps to promote its purposes. For the avoidance of doubt (and without limit) it may:

Manage its finances

- 2.1 raise funds;
- 2.2 borrow money (including, without limit, for the purposes of investment or raising funds);
- 2.3 accept or disclaim gifts (of money and/or other property);
- 2.4 lend money and give credit to, take security for such loans or credit, and guarantee or give security for the performance of contracts by, any person or company;
- 2.5 invest money not immediately required for its purposes in or upon any investments, securities, or property;
- 2.6 set aside funds for particular reasons, or as reserves;
- 2.7 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;

2.8 give guarantees or other security for the repayment of money borrowed, for a grant, or for the discharge of an obligation (but only in accordance with the restrictions in the Charities Act 2011); and

2.9 pay out of the funds of the Charity the costs of forming and registering the Charity;

Manage its property affairs

2.10 dispose of, or deal with, all or any of its property (but only in accordance with the restrictions in the Charities Act 2011);

2.11 acquire or rent property of any kind and any rights or privileges in and over property and construct, maintain, alter and equip any buildings or facilities;

2.12 arrange for investments or other property of the Charity to be held in the name of a nominee or nominees (and pay any reasonable fee for this);

2.13 impose (revocable or irrevocable) restrictions on the use of any property of the Charity, including (without limitation) by creating permanent endowment;

2.14 incorporate and acquire subsidiary companies; and

2.15 insure the property of the Charity against any foreseeable risk and take out other insurance policies as are considered necessary by the Trustees to protect the Charity;

Work with other organisations

2.16 establish and support (or aid in the establishment and support of) any other organisations, execute charitable trusts and subscribe, lend or guarantee money or property for charitable purposes;

2.17 become a member, associate or affiliate of or act as Trustee or appoint Trustees of any other organisation (including without limit any charitable trust, including a charitable trust of permanent endowment property held for any of the charitable purposes included in the Charity's purposes);

2.18 co-operate with charities, voluntary bodies, statutory authorities and other bodies (including the Member) and exchange information and advice with them;

2.19 work with the Member to develop policies and strategies to maximise collective impact and efficiency to deliver the Charity's purposes; and

2.20 amalgamate or merge with or acquire or undertake all or any of the property, liabilities and engagements of any body;

Manage its day-to-day operations

2.21 subject to Article 3 (Limitation on private benefit):

2.21.1 engage and remunerate staff and advisers;

2.21.2 make reasonable provision for the payment of pensions and other benefits to or on behalf of employees and their spouses and dependants; and

- 2.21.3 enter into compromise and settlement arrangements with them;
- 2.22 alone or with other organisations, seek to influence public opinion and make representations to and seek to influence governmental and other bodies and institutions regarding the reform, development and implementation of appropriate policies, legislation and regulations provided that all such activities shall be confined to those which an English and Welsh charity may properly undertake; and
- 2.23 provide indemnity insurance for:
 - 2.23.1 the Trustees, in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011; and
 - 2.23.2 officers who are not Trustees, subject to such conditions as the Trustees shall determine.

LIMITATION ON PRIVATE BENEFIT

3. Limitation on private benefit

- 3.1 The Charity's income and property may only be applied to promote its purposes.
- 3.2 Except as provided below, no part of the Charity's income or property may be paid or transferred to the Member, whether directly or indirectly, by way of dividend, bonus or otherwise by way of profit. This shall not prevent any payment in good faith by the Charity of:
 - 3.2.1 any payment to the Member or person Connected to them in furtherance of the Charity's purposes;
 - 3.2.2 reasonable and proper remuneration to the Member for any goods or services supplied to the Charity;
 - 3.2.3 reasonable and proper rent for premises let to the Charity by the Member; and/or
 - 3.2.4 a reasonable and proper rate of interest on money lent to the Charity by the Member.
- 3.3 No Trustee, or person Connected to them, may:
 - 3.3.1 sell goods, services or any interest in land to the Charity;
 - 3.3.2 be employed by, or receive any remuneration from, the Charity;
 - 3.3.3 buy any goods or services from the Charity on terms preferential to those applicable to members of the public; or
 - 3.3.4 receive any other financial benefit from the Charity (that is, a benefit, direct or indirect, which is either money or has a monetary value),

except as set out in Articles 3.4 and 3.5.
- 3.4 Article 3.3 does not prohibit:
 - 3.4.1 any payment to the Member that is permitted under Article 3.2;

- 3.4.2 an Authorised Benefit;
- 3.4.3 a benefit to a person in their capacity as a beneficiary of the Charity;
- 3.4.4 the payment of reasonable expenses properly incurred by a Trustee or Connected person when acting on behalf of the Charity (including without limitation expenses falling within the scope of Article 2.9); or
- 3.4.5 any other payment, benefit or action which is authorised by the court or the Charity Commission (or where the Charity Commission has confirmed that its authority is not required).

Authorised Benefits

3.5 The following are Authorised Benefits:

3.5.1 A Trustee or Connected person may receive:

- (a) reasonable and proper remuneration for any goods or services supplied to the Charity provided that:
 - (i) once this Article 3.5.1(a) has been relied upon, only a minority of Trustees will be receiving (or will be Connected to a person who is receiving) remuneration from the Charity that is authorised by this Article 3.5.1(a); and
 - (ii) any remuneration paid to the Member that is permitted under Article 3.2.2 shall not be taken into account when determining how many Trustees fall within the scope of this Article 3.5.1(a);
- (b) reasonable and proper rent for premises let to the Charity; and/or
- (c) a reasonable and proper rate of interest on money lent to the Charity.

3.5.2 Additionally:

- (a) the Charity may pay reasonable and proper premiums in respect of indemnity insurance, as permitted under Article 2.23; and
- (b) a Trustee or other officer of the Charity may receive payment under an indemnity from the Charity in accordance with the indemnity provisions set out at Article 5.

Application to Subsidiary Companies

3.6 In Articles 3.4 and 3.5, a reference to the Charity should be interpreted as including any Subsidiary Company of the Charity (in which case, cross-references in Article 3.5.2 to particular Articles should instead be interpreted as referring to the equivalent Articles (if any) in the governing document of that Subsidiary Company). (For the avoidance of doubt, the effect of this Article 3.6 is that only a minority of Trustees may receive (or may be Connected to a person who is receiving) remuneration from the Charity or any Subsidiary Company by virtue of Article 3.5.1(a) at any time, meaning that any relevant remuneration paid by a Subsidiary Company to a Trustee (or Connected person) must be taken into account when determining how many Trustees fall within the scope of Article 3.5.1(a) at any time).

Authorised benefits: additional terms

- 3.7 Where a benefit is to be received from the Charity (rather than a Subsidiary Company), Article 3.5.1(a):
 - 3.7.1 does not permit Trustees to be employed by the Charity (but, for the avoidance of doubt, a Connected person can be employed by the Charity); and
 - 3.7.2 does not permit a Trustee to be paid for acting as a charity Trustee.
- 3.8 Article 15 (Conflicts) applies where benefits are to be received under this Article.
- 3.9 If the Charity is registered with the Office of the Scottish Charity Regulator, the additional requirements under section 67 of the Charities and Trustee Investment (Scotland) Act 2005 must be complied with.

LIMITATION OF LIABILITY AND INDEMNITY

4. Liability of the Member

The liability of the Member is limited. The Member agrees, if the Charity is wound up while it is a member (or within one year after it ceases to be a member), to pay up to £1 towards:

- 4.1 payment of the Charity's debts and liabilities contracted before it ceased to be a member;
- 4.2 payment of the costs, charges and expenses of winding up; and
- 4.3 adjustment of the rights of the contributors among themselves.

5. Indemnity

Without prejudice to any indemnity to which a Trustee may otherwise be entitled:

- 5.1 every Trustee of the Charity shall be indemnified out of the assets of the Charity in relation to any liability incurred by them in that capacity but only to the extent permitted by the Companies Acts; and
- 5.2 every other officer of the Charity may be indemnified out of the assets of the Charity in relation to any liability incurred by them in that capacity, but only to the extent permitted by the Companies Acts.

WINDING UP

6. Winding up

- 6.1 At any time before, and in expectation of, the winding up or dissolution of the Charity, the Member or, in the absence of any resolution of the Member at the time of dissolution, the Trustees, may resolve that any net assets of the Charity after all its debts and liabilities have been paid, or provision made for them, shall on the winding up or dissolution of the Charity be applied or transferred in any of the following ways:
 - 6.1.1 directly for the purposes of the Charity including a payment to the Member; or

- 6.1.2 to any institution or institutions which is or are regarded as charitable under the law of every part of the United Kingdom:
- (a) for purposes similar to the purposes of the Charity; or
 - (b) for use for particular purposes that fall within the purposes of the Charity.
- 6.2 If no resolution is passed in accordance with Article 6.1 the net assets of the Charity shall be applied for such purposes regarded as charitable under the law of every part of the United Kingdom as are directed by the Charity Commission.

PART II – TRUSTEES

THE ROLE OF THE TRUSTEES

7. Management of the Charity's business

Unless the Articles provide otherwise, the Trustees are responsible for managing the Charity's business. When doing so, they may exercise all the powers of the Charity.

8. Ability to delegate

8.1 Unless the Articles provide otherwise, the Trustees may delegate:

8.1.1 any of their powers or functions to any committee; and

8.1.2 the implementation of their decisions, or the day-to-day management of the Charity's affairs, to any person or committee.

8.2 The Trustees may delegate by such means; to such an extent; in relation to such matters or territories; and on such terms and conditions as they think appropriate. They may allow those to whom a responsibility has been delegated to delegate further; and may change or terminate the delegation arrangements at any time.

Delegating to a committee

8.3 When delegating to a committee, the Trustees must confirm:

8.3.1 the composition of that committee (although they may permit the committee to co-opt its own additional members, up to a specified number);

8.3.2 how the committee will report regularly to the Trustees; and

8.3.3 any other regulations relating to the functioning of the committee.

8.4 No committee shall knowingly incur expenditure or liability on behalf of the Charity except where authorised by the Trustees or in accordance with a budget which has been approved by the Trustees.

Delegating investment management

8.5 The Trustees may delegate the management of investments to a Financial Expert or Financial Experts provided that:

- 8.5.1 the investment policy is set down in writing for the Financial Expert or Financial Experts by the Trustees;
- 8.5.2 timely reports of all transactions are provided to the Trustees;
- 8.5.3 the performance of the investments is reviewed regularly with the Trustees;
- 8.5.4 the Trustees are entitled to cancel the delegation arrangement at any time;
- 8.5.5 the investment policy and the delegation arrangements are reviewed regularly;
- 8.5.6 all payments due to the Financial Expert or Financial Experts are on a scale or at a level which is agreed in advance; and
- 8.5.7 the Financial Expert or Financial Experts must not do anything outside the powers of the Trustees.

Appointing agents

- 8.6 The Trustees may (by power of attorney or otherwise) appoint any person to be the agent of the Charity for such purposes and on such conditions as they decide.

9. Chair

The Member (acting through an Authorised Representative) may appoint one of the Trustees to be the Chair of the Trustees for such term of office as the Member determines and may at any time remove them from that office.

10. Rules

The Trustees may from time to time make, repeal or alter such rules as they think fit as to the management of the Charity and its affairs. No rule shall be inconsistent with the Companies Acts, the Articles or any rule of law.

HOW TRUSTEES MAKE DECISIONS

11. The Trustees must take decisions collectively

Any decision of the Trustees must be either:

- 11.1 a decision of a majority of the Trustees present and voting at a quorate Trustees' meeting (subject to the casting vote described in Article 13.5); or
- 11.2 a decision without a meeting taken in accordance with Article 14.

12. Calling a Trustees' meeting

- 12.1 The Chair or any two Trustees may call a Trustees' meeting or instruct the Secretary (if any) to do so.
- 12.2 A Trustees' meeting must be called by at least four Clear Days' notice unless all the Trustees agree otherwise, or urgent circumstances require shorter notice. The person scheduling the

meeting must try to ensure, subject to the urgency of any matter to be discussed at the meeting, that as many Trustees as practicable are likely to be available to participate.

- 12.3 Notice of Trustees' meetings must be given to each Trustee by such means as the Trustees decide. Such notice does not need to be in writing, but must specify:
 - 12.3.1 the day and time of the meeting;
 - 12.3.2 the place where all the Trustees may physically attend the meeting (if there is to be such a place);
 - 12.3.3 the general nature of the business to be considered at the meeting; and
 - 12.3.4 if it is anticipated that Trustees participating in the meeting will not be in the same physical place, how it is proposed that they should communicate with each other during the meeting.

13. **Procedure for Trustees' meetings**

Quorum

- 13.1 The Trustees cannot conduct any business at a Trustees' meeting unless a quorum is participating. However, if the total number of Trustees for the time being is less than the quorum required, the Trustees may ask the Member to appoint further Trustees. If the Member does not appoint new Trustees within 30 days of this request being made, the Trustees can by majority decision appoint sufficient new Trustees to bring the total number up to the quorum for Trustees' meetings.
- 13.2 The Trustees may decide the quorum from time to time, but it must never be less than two. Unless they decide otherwise, it is two.

Virtual / hybrid meetings are acceptable

- 13.3 Meetings do not need to take place in one physical place. Trustees participate in (and form part of the quorum in relation to) a Trustees' meeting, or part of a Trustees' meeting, when they can contemporaneously communicate with each other by any means. If all the Trustees participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

Chair and casting vote

- 13.4 The Chair, if any, or in their absence another Trustee nominated by the Trustees present, shall preside as chair of each Trustees' meeting.
- 13.5 If the numbers of votes for and against a proposal at a Trustees' meeting are equal, and the chair of the meeting is eligible to vote at the meeting, they will have a casting vote in addition to any other vote they may have.

14. **Decisions without a meeting**

- 14.1 A decision is taken in accordance with this Article 14 when the majority of the Trustees indicate by any means that they share a common view on a matter.

14.2 A decision which is made in accordance with this Article 14 shall be as valid and effectual as if it had been passed at a meeting duly convened and held.

15. **Conflicts**

Declaration of interests

15.1 A Trustee must declare the nature and extent of:

15.1.1 any direct or indirect interest which they have in a proposed transaction or arrangement with the Charity; and

15.1.2 any duty, or any direct or indirect interest, which they have which conflicts or may conflict with the interests of the Charity or their duties to the Charity.

Involvement in decision-making

15.2 A Trustee's entitlement to participate in decision-making in relation to a matter depends on whether:

15.2.1 their situation could reasonably be regarded as likely to give rise to a conflict of interest or duties in respect of the Charity (a "**Potential Conflict Situation**"); or

15.2.2 this is not the case (a "**No Conflict Situation**").

Any uncertainty about whether a situation is a Potential Conflict Situation or a No Conflict Situation in relation to a matter shall be decided by a majority decision of the other Trustees taking part in the relevant decision.

15.3 A Trustee in a No Conflict Situation can participate in the decision-making process, be counted in the quorum and vote in relation to the relevant matter.

15.4 A Trustee in a Potential Conflict Situation can participate in the decision-making process, be counted in the quorum and vote in relation to the relevant matter, unless:

15.4.1 a majority of the other Trustees taking part in the relevant decision decide otherwise; or

15.4.2 the decision could result in the Trustee or any person who is Connected with them receiving a benefit. The following benefits are not counted for the purposes of this Article:

(a) any benefit received by any person in their capacity as a beneficiary of the Charity (see Article 3.4.3) which is available generally to the beneficiaries of the Charity;

(b) the payment of premiums in respect of indemnity insurance (see Article 3.5.2(a));

(c) payment under the indemnity in Article 5;

(d) reimbursement of expenses (see Article 3.4.4); or

(e) any benefit authorised by the court or the Charity Commission under Article 3.4.5, so long as any conditions accompanying that authorisation are complied with,

in which case Article 15.5 applies to the decision.

- 15.5 If this Article 15.5 applies, the relevant Trustee must:
- 15.5.1 take part in the relevant decision-making process only to such extent as in the view of the other Trustees is necessary to inform the debate;
 - 15.5.2 not be counted in the quorum for that part of the process; and
 - 15.5.3 withdraw during the vote (if applicable) and have no vote on the matter.

Continuing duties to the Charity

- 15.6 Where a Trustee or person Connected with them has a conflict of interest or conflict of duties and the Trustee has complied with their obligations under these Articles in respect of that conflict:
- 15.6.1 the Trustee shall not be in breach of their duties to the Charity by withholding confidential information from the Charity if to disclose it would result in a breach of any other duty or obligation of confidence owed by them; and
 - 15.6.2 the Trustee shall not be accountable to the Charity for any benefit expressly permitted under these Articles which they or any person Connected with them derives from any matter or from any office, employment or position.

16. Validity of Trustee actions

All acts done by a person acting as a Trustee shall be valid, notwithstanding that it is afterwards discovered that there was a defect in their appointment, or that they were disqualified from holding office or had vacated office, or that they were not entitled to vote on the matter in question.

17. Number of Trustees

- 17.1 There shall be at least three Trustees, of which at least two must be Independent Trustees.
- 17.2 The maximum number of Trustees shall be seven. The Member may not appoint any Trustee if as a result the number of Trustees would exceed the maximum.

18. Appointment and retirement of Trustees

- 18.1 The first Trustees shall be the people notified to the Registrar of Companies as the initial directors of the Charity.
- 18.2 The following persons shall be the Trustees of the Charity:
 - 18.2.1 the chief executive officer of the Member (if any); and
 - 18.2.2 any person appointed to be a Trustee by the Member serving notice in writing on the Charity, provided they are willing to act as a Trustee, and would not be disqualified from acting under the provisions of Article 19.
- 18.3 The chief executive officer of the Member shall be an ex officio Trustee (**the Ex Officio Trustee**) so that if an individual ceases to be the chief executive officer of the Member, they

shall cease to be the Ex Officio Trustee and their replacement shall take over their role as the Ex Officio Trustee.

- 18.4 All Trustees appointed by the Member under Article 18.2.2 shall serve for a term of three years. Retiring Trustees may be re-appointed by the Member but a Trustee who has served two consecutive terms of office must take a break from office of at least one year before they may be re-appointed by the Member.
- 18.5 If the retirement of a Trustee under Article 18.4 causes the number of Trustees to fall below the number of Trustees specified in Article 17.1 then the retiring Trustee shall remain in office until a new appointment is made.

Minimum age

- 18.6 No one may be appointed as a Trustee unless they have reached the age of 18 years.

19. Disqualification and removal of Trustees

A Trustee ceases to hold office if:

- 19.1 they cease to be a director, or become prohibited from being a director or charity Trustee, by law;
- 19.2 the Trustees reasonably believe that the Trustee has become physically or mentally incapable of managing their own affairs and they resolve to remove the Trustee from office;
- 19.3 they notify the Charity in writing that they are resigning from office, and any period of time specified in such notice has passed (but only if at least a quorum of Trustees will remain in office when such resignation has taken effect);
- 19.4 they fail to attend three consecutive meetings of the Trustees and the Trustees resolve that they be removed for this reason;
- 19.5 at a meeting of the Trustees at which at least half of the Trustees are present, a resolution is passed that the Trustee is removed from office. Such a resolution shall not be passed unless the Trustee has been given at least 14 Clear Days' notice that the resolution is to be proposed, specifying the circumstances underlying the proposal, and has been afforded a reasonable opportunity of either (at their option) being heard by or making written representations to the Trustees;
- 19.6 the Ex Officio Trustee under Article 18.2.1 ceases to be the chief executive officer of the Member;
- 19.7 a Trustee appointed under Article 18.2.2 has reached the end of the term of office specified in Article 18.4 and has not been reappointed by the Member; or
- 19.8 the Member (acting through an Authorised Representative) serves notice in writing on the Trustee that the Trustee be removed from office.

PART III - MEMBERS

BECOMING AND CEASING TO BE A MEMBER

20. Becoming and ceasing to be a member

- 20.1 The Member is the sole member of the Charity.
- 20.2 In the event of a bona fide reconstruction of the Member without insolvency the Trustees shall admit its successor organisation as the sole Member.
- 20.3 The Member may appoint its successor by written resolution.
- 20.4 If the successor under Articles 20.2 and 20.3 declines to be the member of the Charity, or the Member ceases to exist without having appointed a successor, the Trustees may admit any other person willing to become the member of the Charity to membership.
- 20.5 Subject to Articles 20.2 and 20.4, the Trustees shall not have power to admit new members of the Charity.
- 20.6 The name of the Member must be entered into the Charity's register of members with a statement that the Charity only has one member.

21. MEETINGS AND COMPANY RESOLUTIONS

22. Decisions of the Member

- 22.1 The Member can appoint one or more individuals to represent it at meetings of the Charity and the name of such representatives and the fact that they are Authorised Representatives of the Member shall be noted in the register of members. The Member can terminate the appointment of an Authorised Representative by giving notice in writing to the Charity.
- 22.2 A person authorised under Article 22.1 may exercise (on behalf of the Member) the same powers as the Member could exercise if it were an individual member.

23. Member meetings and written resolutions

- 23.1 Decisions of the Member as sole member of the Charity can be made by:
- 23.1.1 the Member passing a written resolution in its capacity as sole member of the Charity in accordance with the provisions of the Companies Act 2006 (for the avoidance of doubt any Authorised Representative of the Member may signify agreement to the resolution); or
- 23.1.2 the Member in its capacity as sole member of the company passing a resolution at a members' meeting convened and held in accordance with the provisions regarding such meetings in the Companies Acts; or
- 23.1.3 an Authorised Representative of the Member, who shall notify the Charity of the decision. Failure to do so is an offence.
- 23.2 Where required by the Companies Acts, such decisions shall be notified to the Registrar of Companies.

- 23.3 Communications in relation to written resolutions must be sent to the Charity's auditors in accordance with the Companies Acts.

PART IV - ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS

24. Communications by the Charity

General rule

- 24.1 The Charity may send or supply any documents, notices, information or other material to members or Trustees in the manner indicated in the first column below. They will be deemed received at the time specified in the second column below. This Article is subject to Article 24.2.

Method	Deemed delivery
(a) By hand;	The day it was delivered.
(b) By post, in a prepaid envelope addressed to the recipient;	48 hours after posting, excluding any part of a day that is a Saturday, Sunday or Public Holiday.
(c) Sent by electronic means;	The day it was sent.
(d) Sent by making it available on a website; or	The day it was made available or (if later) the day the recipient was notified (or is deemed notified) that it was so available.
(e) Sent by other means authorised by the Articles and the Companies Acts.	In accordance with any provisions in the relevant Article or the Companies Acts.

Exceptions

- 24.2 The following exceptions apply:
- 24.2.1 where the Companies Act 2006 requires it, the requirements in that Act for the Charity to gain a person's consent (or deemed consent) must be complied with before method (c), (d) or (as applicable) (e) is used (or before relevant material is sent in electronic form by other means);
- 24.2.2 a Trustee may agree with the Charity that notices or documents concerning Trustee decision-making can be sent to them in a particular way (whether or not listed above); and that they may be deemed delivered sooner than would otherwise be the case under this Article; and
- 24.2.3 a member present in person or by proxy at a meeting of the Charity shall be deemed to have received notice of the meeting and the purposes for which it was called.

25. Secretary

A Secretary may be appointed by the Trustees on such terms as they see fit and may be removed by them. If there is no Secretary, the Trustees may make appropriate alternative arrangements.

26. **Irregularities**

The proceedings at any meeting or on the taking of any poll or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice.

27. **Minutes**

27.1 The Trustees must ensure minutes are made:

27.1.1 of all appointments of officers made by the Trustees;

27.1.2 of all resolutions of the Charity and of the Trustees (including, without limitation, decisions of the Trustees made without a meeting); and

27.1.3 of all proceedings at meetings of the Charity and of the Trustees, and of committees of Trustees, including the names of the Trustees present at each such meeting,

and any such minute, if purported to be signed (or in the case of minutes of Trustees' meetings signed or authenticated) by the chair of the meeting at which the proceedings were had, or by the chair of the next succeeding meeting, shall, as against any member or Trustee of the Charity, be sufficient evidence of the proceedings.

28. **Records and accounts**

28.1 The Trustees shall comply with the requirements of the Companies Acts and of the Charities Act 2011 as to maintaining a members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commission of:

28.1.1 annual reports;

28.1.2 annual statements of account; and

28.1.3 annual returns or confirmation statements.

29. **Interpretation**

These Articles should be read and interpreted in accordance with Schedule 1.

30. **Exclusion of model Articles**

The relevant model Articles for a company limited by guarantee are expressly excluded.

Schedule 1 - Interpretation – Defined Terms

1. In the Articles, unless the context requires otherwise, the following terms shall have the following meanings:

	Term	Meaning
1.1	“Articles”	the Charity’s Articles of association;
1.2	“Authorised Representative”	means any person authorised to act as such in accordance with Article 22;
1.3	“Chair”	has the meaning given in Article 9;
1.4	“Charity”	Olive Academies Independent Schools;
1.5	“Clear Days”	in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
1.6	“Companies Acts”	the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Charity;
1.7	“Connected”	means in respect of a Trustee (or the Member, as applicable): (a) the Trustee’s parent, child, sibling, grandparent or grandchild; (b) the spouse or civil partner of the Trustee or another person described in paragraph (a); (c) a person carrying on business in partnership with the Trustee, or a person described in paragraph (a) or (b); (d) an institution controlled by the Trustee, one or more person(s) described in paragraph (a), (b) or (c), and/or the Member; or (e) a body corporate in which the Trustee, one or more person(s) described in paragraph (a), (b) or (c) and/or the Member have a substantial interest. Sections 350 – 352 of the Charities Act 2011 apply for the purposes of interpreting the terms used in this definition;
1.8	“electronic form” and “electronic means”	have the meanings respectively given to them in Section 1168 of the Companies Act 2006;

- 1.9 **“Financial Expert”** an individual, company or firm who, or which, is authorised to give investment advice under the Financial Services and Markets Act 2000;
- 1.10 **“Independent Trustee”** a Trustee who is not a director/trustee, officer, member holding more than 1% voting rights, employee or paid consultant of the Member nor Connected with such a person;
- 1.11 **“Member”** the sole member of the Charity, namely Olive Academies (Registered Company Number 08747464) or any successor organisation admitted as a member of the Charity in accordance with Article 20;
- 1.12 **“Public Holiday”** means Christmas Day, Good Friday and any day that is a bank holiday under the Banking and Financial Dealings Act 1971 in the part of the United Kingdom where the company is registered;
- 1.13 **“purposes”** mean the charitable objects (or purposes) of the Charity;
- 1.14 **“Secretary”** the secretary of the Charity (if any);
- 1.15 **“Subsidiary Company”** any company in which the Charity holds more than 50% of the shares, controls more than 50% of the voting rights attached to the shares or has the right to appoint a majority of the board of the company; and
- 1.16 **“Trustee”** a director/trustee of the Charity, and includes any person occupying the position of director/trustee, by whatever name called.

2. Unless the context requires, references to “writing” and “document” should be interpreted (without limitation) as allowing for the transmission of information in electronic form. A reference to a “document” includes summons, notice, order or other legal process.
3. Subject to paragraph 4 of this Schedule, any reference in the Articles to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it.
4. Unless the context otherwise requires, words or expressions contained in the Articles which are not defined in paragraph 1 above bear the same meaning as in the Companies Act 2006 as in force on the date when the Articles became binding on the Charity.