

**MEMORANDUM
AND
ARTICLES OF ASSOCIATION**

COMBERTON EDUCATIONAL TRUST

COMPANIES ACTS 1985 AND 2006
COMPANY LIMITED BY GUARANTEE

MEMORANDUM OF ASSOCIATION
OF
COMBERTON EDUCATIONAL TRUST

1. Name

The name of the Company is Comberton Educational Trust (“the Company”).

2. Registered Office

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

3. Object

The Object of the Company is to advance the education of students at Comberton Village College, any other School which is a Qualifying School and any other educational organisation in respect of which the Company acts or has acted as a charitable foundation. In doing so the Company will maintain commitment at all times to:

- 3.1 high quality educational provision for all students;
- 3.2 educational provision for students of all abilities;
- 3.3 the promotion of community cohesion by the Schools and educational institutions concerned being at the heart of the community, following the tradition of Henry Morris;
- 3.4 active collaboration with educational and other organisations in the local and wider community; and
- 3.5 the promotion of education with an international outlook that engages with global as well as local society.

4. Powers

The Company has the following powers, which may be exercised only in promoting the Object:

- 4.1 to act as the foundation of Comberton Village College and any other Qualifying School for the purpose of the School Standards and Framework Act 1998;
- 4.2 to acquire or hire and hold property of any kind, including the acquisition of freehold or leasehold property to be held by the Company (either alone or jointly with any other person) in trust for the purpose of Comberton Village College and any other School which is a Qualifying School;
- 4.3 to develop, improve, let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Acts and any restrictions imposed by the Education Acts);
- 4.4 in relation to Comberton Village College or any other School which is a Qualifying School, to appoint and remove foundation governors in compliance with the provisions of the Education Acts;
- 4.5 to act as the trustee of any trust relating to Comberton Village College or any other School which is a Qualifying School;
- 4.6 to nominate two or more governors for appointment to the governing body of any other Qualifying School;
- 4.7 to act as a charitable foundation for any educational organisation by holding land or assets on behalf of that organisation or in any other way;
- 4.8 to raise funds (but not by means of taxable trading);
- 4.9 to borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Acts and any restrictions imposed by the Education Acts);
- 4.10 to promote or carry out research;
- 4.11 to provide advice;
- 4.12 to publish or distribute information;
- 4.13 to co-operate with other bodies;
- 4.14 to support, administer or set up other charities;
- 4.15 to make grants or loans of money and to give guarantees;

- 4.16 to set aside funds for special purposes or as reserves against future expenditure;
- 4.17 to pay for indemnity insurance for the Directors;
- 4.18 subject to clause 5, to employ paid or unpaid agents, staff or advisers;
- 4.19 to enter into contracts to provide services to or on behalf of other bodies;
- 4.20 to establish or acquire subsidiary companies to assist or act as agents for the Company;
- 4.21 to pay the costs of forming the Company; and
- 4.22 to do anything else within the law which promotes or helps to promote the Objects.

5. Benefits to Members and Directors

- 5.1 The property and funds of the Company must be used only for promoting the Object and cannot be paid, distributed or given (directly or indirectly) by benefit to the members/Directors but:
- (1) members/Directors may enter into contracts with the Company and receive reasonable payment for goods or services supplied in accordance with Clause 5.2;
 - (2) members/Directors may be paid interest at a reasonable rate on money lent to the Company;
 - (3) members/Directors may be paid a reasonable rent or hiring fee for property or equipment let or hired to the Company.
 - (4) members/Directors may receive the benefits mentioned in clauses 4.17 (indemnity insurance), 5.1(2) (interest), 5.1(3) (rent) or 5.2 (contractual payments);
 - (5) members/Directors may receive reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in the administration of the Company;
 - (6) members/Directors may benefit from an indemnity permitted by section 309A of the Companies Act;
 - (7) members/Directors may receive the benefit of any payment to any company in which he or she has no more than a 1 per cent shareholding; and
 - (8) in exceptional cases, other payments or benefits (but only with the written approval of the Commission in advance).

5.2 A member/Director may not be an employee of the Company, but a member/Director or a connected person may enter into a contract with the Company to supply goods or services in return for a payment or other material benefit if:

- (1) the goods or services are actually required by the Company;
- (2) the nature and level of the benefit is no more than reasonable in relation to the value of the goods or services and is set at a meeting of the Directors in accordance with the procedure in clause 5.3; and
- (3) provided that the Company may not enter into such a contract at any time when the effect of such contract would be that more than one third of the members/Directors are or have been interested in such a contract in that financial year.

5.3 Whenever a Director has a personal interest in a matter to be discussed at a meeting of the Directors or a committee, he or she must:

- (1) declare an interest before the meeting or at the meeting before discussion begins on the matter;
- (2) be absent from the meeting for that item unless expressly invited to remain in order to provide information;
- (3) not be counted in the quorum for that part of the meeting; and
- (4) be absent during the vote and have no vote on the matter.

6. Limited Liability

The liability of members is limited.

7. Guarantee

Every member promises, if the Company is wound up while he, she or it remains a member, or within 12 months afterwards, to pay up to £10 towards the costs of winding up, towards adjusting the rights of the contributories amongst themselves and towards discharging the liabilities incurred by the Company while he, she or it was a member.

8. Dissolution

8.1 If the Company is dissolved and subject always to the provisions of the Education Acts (insofar as those provisions do not require the application of the assets of the Company for purposes which are not

charitable), the assets (if any) remaining after provision has been made for all its liabilities must be applied in one or more of the following ways:

- (1) by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects;
- (2) directly for the Objects or for charitable purposes which are within or similar to the Objects;
- (3) in such other manner consistent with charitable status as the Commission approves in writing in advance.

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

9. Interpretation

9.1 Words and expressions defined in the **Articles** have the same meanings in the **Memorandum**.

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

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COMPANIES ACTS 1985 AND 2006
COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION
OF
COMBERTON EDUCATIONAL TRUST

1. Membership

- 1.1 The Company must maintain a register of members.
- 1.2 The subscribers to the Memorandum are the first members of the Company. Subsequent members are appointed by the Directors who should ensure so far as possible there are as many members as set out in Articles 1.4 and 1.5. The minimum number of members is five.
- 1.3 Subject to any restrictions imposed by the Education Acts, membership of the Company is open to any individuals interested in promoting the Object who:
- (1) are office holders or nominees in accordance with Article 1.4;
 - (2) are approved by the Directors; and
 - (3) sign the register of members or consent in writing to become a member personally.
- 1.4 Other than the first members, the members of the Company will be:
- (1) the chair of governors of Comberton Village College;
 - (2) the principal of Comberton Village College;
 - (3) the chair of the finance committee of Comberton Village College;
 - (4) three representatives from the community, identified according to such criteria and mechanism as the Directors decide;
 - (5) two representatives nominated by the Feeder Primary Schools;
 - (6) a representative nominated by a Sixth Form Provider;

- (7) a representative nominated by Villiers Park Educational Trust;
- (8) a representative nominated by Wolfson College;
- (9) a representative nominated by the University of Cambridge Faculty of Education; and
- (10) a representative nominated by Anglia Ruskin University.

1.5 The Directors may designate as nominating organisations other organisations which are supportive of and significant for the Object and the Company's development either in addition to the organisations listed in Article 1.4 or in addition to or in place of organisations designated under this Article. The Directors may also revoke such a designation. The Directors may invite nominations and appoint members from such organisations.

1.6 A person who is approved and admitted by the Directors as a member automatically becomes a Director.

1.7 Membership is terminated if the member concerned:

- (1) gives written notice of resignation to the Company;
- (2) dies;
- (3) is removed from membership by resolution of the Directors. The Directors may only pass such a resolution 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
- (4) ceases to be a Director.

1.8 Membership of the Company is personal and not transferable.

2. General Meetings

2.1 Members are entitled to attend general meetings either personally or (in the case of a member organisation) by an authorised representative. General meetings are called on at least 14 clear days' written notice specifying the business to be discussed.

2.2 There is a quorum at a general meeting if the number of members present is at least five.

2.3 The Chairman or (if the Chairman is unable or unwilling to do so) some other member elected by those present presides at a general meeting.

- 2.4 Except where otherwise provided by the Companies Acts or the Education Acts, every issue is decided by a majority of the votes cast.
- 2.5 Except for the chairman of the meeting, who has a casting vote, every member present in person or through an authorised representative has one vote on each issue.
- 2.6 A written resolution signed in accordance with this Article 2.6 is as valid as a resolution actually passed at a general meeting. 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. The members who sign the resolution must be entitled to vote at a general meeting and be the same in number as would be required to vote to pass the resolution at a meeting.
- 2.7 The Company may hold an AGM each year. The Directors will decide whether to hold an AGM.
- 2.8 At a general meeting each year (whether or not an AGM) the members will:
- (1) receive the accounts of the Company for the previous financial year;
 - (2) receive the Directors' report on the Company's activities for the previous financial year;
 - (3) appoint auditors for the Company; and
 - (4) discuss and determine any other business put before them by the Directors.

3. The Directors

- 3.1 The Directors as charity trustees have control of the Company and its property and funds.
- 3.2 The number of Directors must always be the same as the number of members. Subject to Article 3.7 to the term of office for Directors is:
- (1) the duration of their office as chair of governors, principal or chair of finance committee for Comberton Village College in relation to those three Directors; and
 - (2) three years from the date of appointment in relation to all other Directors.
- 3.3 The appointment and removal of Directors shall be subject to any restrictions imposed by the Education Acts.

3.4 The first Directors shall be those persons notified to Companies House as the first Directors of the Company.

3.5 Every Director must sign:

- (1) a declaration of willingness to act as a director of the Company; and
- (2) a declaration confirming that they are not disqualified from acting as a charity trustee under the Education Acts or the Charities Acts;

before he or she may vote at any meeting of the Directors.

3.6 A Director's term of office automatically terminates if he or she:

- (1) is disqualified under the Charities Acts from acting as a charity trustee;
- (2) is removed as, or disqualified from acting as, a charity trustee under the Education Acts or is otherwise prohibited by law from being a charity trustee or a director;
- (3) is incapable, whether mentally or physically, of managing his or her own affairs;
- (4) is absent from three consecutive meetings of the Directors and is asked by a majority of the other Directors to resign;
- (5) ceases to be a member;
- (6) resigns by written notice to the Directors (but only if at least five Directors will remain in office);
- (7) is removed by resolution of the members present and voting at a general meeting after the meeting has invited the views of the Director concerned and considered the matter in the light of any such views;
- (8) ceases to hold the office of chair of governors, principal or chair of finance committee of Comberton Village College by virtue of which they were appointed as a Director under Articles 1.4 (1) - (3);
- (9) is a nominated representative of an organisation referred to in Article 1.4 (5) - (10) which ceases to exist;
- (10) is a nominated representative of an nominating organisation designated as such under Article 1.5 and that organisation's designation is removed or it ceases to exist;

(11) is a nominated representative of an organisation referred to in Article 1.4 (5) – (10) or Article 1.5 and the Directors consider there is no longer sufficient connection between the Director and the organisation concerned; or

(12) comes to the end of their term of office under Article 3.2.

3.7 The Directors may at any time co-opt any individual who is qualified to be appointed as a Director to fill a vacancy in their number or as an additional Director. Such a Director must be appointed as a member first. The Directors will decide how long such a member/Director should serve.

3.8 A technical defect in the appointment of a Director of which the Directors are unaware at the time does not invalidate decisions taken at a meeting.

4. Directors' proceedings

4.1 The Directors must hold at least two meetings each year.

4.2 A quorum at a meeting of the Directors is five Directors.

4.3 A meeting of the Directors may be held either in person or by suitable electronic means agreed by the Directors in which all participants may communicate with all the other participants.

4.4 The Chairman or (if the Chairman is unable or unwilling to do so) some other Director chosen by the Directors present presides at each meeting.

4.5 Every issue may be determined by a simple majority of the votes cast at a meeting and a written resolution signed by a simple majority of the Directors is as valid as a resolution passed at a meeting. 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.

4.6 Except for the chairman of the meeting, who has a casting vote, every Director has one vote on each issue.

4.7 A procedural defect of which the Directors are unaware at the time does not invalidate decisions taken at a meeting.

5. Directors' powers

The Directors have the following powers in the administration of the Company:

5.1 To appoint (and remove) any person (who may be a Director) to act as Secretary in accordance with the Companies Acts.

- 5.2 To appoint a Chairman from among their number.
- 5.3 To make rules consistent with the Memorandum, the Articles and the Companies Acts to govern their proceedings and proceedings at general meetings.
- 5.4 To make regulations consistent with the Memorandum, the Articles and the Companies Acts to govern the administration of the Company and the use of its seal (if any).
- 5.5 To establish procedures to assist the resolution of disputes or differences within the Company.
- 5.6 To exercise any powers of the Company which are not reserved to a general meeting.

6. Records and Accounts

- 6.1 The Directors must comply with the requirements of the Companies Acts and of the Charities Acts as to keeping financial records, the audit or other scrutiny of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:
 - (1) annual returns;
 - (2) annual reports; and
 - (3) annual statements of account.
- 6.2 The Directors must keep proper records of:
 - (1) all proceedings at general meetings;
 - (2) all proceedings at meetings of the Directors;
 - (3) all reports of committees; and
 - (4) all professional advice obtained.
- 6.3 Accounting records relating to the Company must be made available for inspection by any Director at any time during normal office hours and may be made available for inspection by members who are not Directors if the Directors so decide.
- 6.4 A copy of the Company's latest available statement of account must be supplied on request to any Director or member. A copy must also be supplied, within two months, to any other person who makes a written request and pays the Company's reasonable costs.

7. Notices

- 7.1 Notices under the Articles may be sent by hand, by post or by suitable electronic means.
- 7.2 The only address at which a member is entitled to receive notices sent by post is an address shown in the register of members.
- 7.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:
- (1) 24 hours after being sent by electronic means or delivered by hand to the relevant address;
 - (2) two clear days after being sent by first class post to that address;
 - (3) three clear days after being sent by second class or overseas post to that address;
 - (4) on the date of publication of a newspaper containing the notice;
 - (5) on being handed to the member (or, in the case of a member organisation, its authorised representative) personally; or, if earlier,
 - (6) as soon as the member acknowledges actual receipt.
- 7.4 A technical defect in the giving of notice of which the Directors are unaware at the time does not invalidate decisions taken at a meeting.

8. Indemnity

Subject to the provisions of the Education Acts, the Company may indemnify any Director, Auditor, Reporting Accountant, Independent Examiner or other officer of the Charity against liability incurred by him or her in that capacity, in the case of a Director, to the extent permitted by section 309A of the Companies Act 1989 or, in the case of an Auditor, to the extent permitted by section 310 of that Act.

9. Dissolution

The provisions of the Memorandum relating to dissolution of the Company take effect as though repeated here.

10. Interpretation

- 10.1 In the Memorandum and in the Articles, unless the context indicates another meaning:

‘AGM’ means an annual general meeting of the Company;

‘Anglia Ruskin University’ means the university of that name situated at East Road, Cambridge, CB1 1PT;

‘Articles’ means the Company’s articles of association;

‘Chairman’ means the chairman of the Directors;

‘Charities Acts’ means the Charities Acts 1993 and 2006;

‘charity trustee’ has the meaning prescribed by section 97(1) of the Charities Act 1993;

‘clear day’ means 24 hours from midnight following the relevant event;

‘Comberton Village College’ means the school of that name situated at West Street, Comberton, Cambridgeshire, CB23 7DU;

‘Commission’ means the Charity Commission for England and Wales;

‘Companies Acts’ means the Companies Act 1985 and the Companies Act 2006 to the extent it is in force at the date of incorporation of the Company;

‘Company’ means the company governed by the Articles;

‘connected person’ means any spouse, partner, parent, child, brother, sister, grandparent or grandchild of a Director, any firm of which a Director is a member or employee, and any company of which a Director is a director, employee or shareholder having a beneficial interest in more than 1 per cent of the share capital;

‘Director’ means a director of the Company and ‘Directors’ means the directors;

‘Education Acts’ means the Education Acts as defined in Section 578 of the Education Act 1996 together with the Education and Inspections Act 2006 and includes any regulations made under the Education Acts;

‘Feeder Primary Schools’ means those primary schools the Directors designate as such, being those which most of the students of the Schools have attended immediately before joining the Schools;

‘financial year’ means the Company’s financial year;

‘firm’ includes a limited liability partnership;

‘indemnity insurance’ means insurance against personal liability incurred by any Director for an act or omission which is or is alleged to

be a breach of trust or breach of duty, but subject to the limitations specified in section 73F(2) Charities Act 1993;

‘material benefit’ means a benefit which may not be financial but has a monetary value;

‘member’ and ‘membership’ refer to company membership of the Company;

‘Memorandum’ means the Company’s memorandum of association;

‘month’ means calendar month;

‘Object’ means the object of the Company as defined in clause 3 of the Memorandum;

‘ordinary resolution’ means a resolution which is passed by a majority of the members;

‘Qualifying School’ means a foundation school within the meaning of Section 21(1)(a) Schools Standards and Framework Act 1998;

‘School’ means a school in respect of which the Company acts as a foundation for the purposes of the School Standards and Framework Act 1998;

‘Secretary’ means the company secretary of the Company;

‘Sixth Form Provider’ means [college] situated at [address] or any other organisation the Directors designate as such;

‘taxable trading’ means carrying on a trade or business for the principal purpose of raising funds and not for the purpose of actually carrying out the Object, the profits of which are subject to corporation tax and do not qualify for charity exemption;

‘tradition of Henry Morris’ means education being at the heart of the community and education and social life being part of a whole system of development and community life, after Henry Morris, 1912 – 1985;

‘University of Cambridge, Faculty of Education’ means the organisation of that name situated at 184 Hills Road, Cambridge, CB2 2PQ

‘Villiers Park Educational Trust’ means the organisation of that name situated at Royston Road, Foxton, Cambridge, CB22 6SE

‘written’ or ‘in writing’ refers to a legible document on paper [not] including a fax message;

‘Wolfson College’ means the college of that name which is affiliated to the University of Cambridge and situated at Wolfson College, Cambridge, CB23 9BB

‘year’ means calendar year.

- 10.2 Expressions defined in the Companies Acts have the same meaning.
- 10.3 References to an Act of Parliament are to that Act as amended or re-enacted from time to time and to any subordinate legislation made under it.

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