

Company number: 8018276

THE COMPANIES ACT 2006
COMPANY LIMITED BY GUARANTEE
RESOLUTION
OF
CHURCH OF ENGLAND CENTRAL EDUCATION TRUST

NOTICE is hereby given that the following resolution was duly passed by way of written resolution as a special resolution

SPECIAL RESOLUTION

That the regulations set out in the document accompanying this written resolution be adopted as the articles of association of the Company in substitution for all existing articles of association of the Company

Dated 14 March 2014



Colin Roy Hopkins
(Director/Secretary)

THURSDAY



A24 *A38XIG08* #238
29/05/2014
COMPANIES HOUSE

THE COMPANIES ACT 2006

A COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

OF

CHURCH OF ENGLAND CENTRAL EDUCATION TRUST

COMPANY NUMBER: 08018276

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

OF

**THE CHURCH OF ENGLAND CENTRAL EDUCATION TRUST
(the "Company")**

(Adopted by special resolution passed on 14th March 2014)

INTRODUCTION

1 INTERPRETATION

1.1 In these Articles, unless the context otherwise requires

Academy: means any academy established in accordance with the Academies Act 2010 and "**Academies**" means more than one such Academy,

Act: means the Companies Act 2006,

Appointor: has the meaning given in article 18.1,

Articles: means the Company's articles of association for the time being in force,

Business Day: means any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business,

Commission: means the Charity Commission for England and Wales,

Conflict: means a situation in which a director has or can have, a direct or indirect interest that conflicts or possibly may conflict, with the interests of the Company,

Diocesan member: means any either Lichfield Diocesan Board of Education, of St Mary's House, The Close, Lichfield, WS13 7LD or Birmingham Diocesan Board of Finance of 1 Colmore Row, Birmingham, B3 2BJ,

Eligible Director: means a director who would be entitled to vote on the matter at a meeting of directors (but excluding in relation to the authorisation of a Conflict pursuant to Article 15, any director whose vote is not to be counted in respect of the particular matter),

Member: means a member of the Company,

Model Articles: means the model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (*SI 2008/3229*) as amended prior to the date of adoption of these Articles and reference to a numbered "**Model Article**" is a reference to that article of the Model Articles,

Scheme: means the scheme for raising achievement attached to these Articles, and

The University: means the University of Wolverhampton of Wulfruna Street, Wolverhampton, WV1 1LY

- 1 2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles
- 1 3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles
- 1 4 A reference in these Articles to an "**article**" is a reference to the relevant article of these Articles unless expressly provided otherwise
- 1 5 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of
- (a) any subordinate legislation from time to time made under it, and
 - (b) any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts

- 1 6 Any phrase introduced by the terms "**including**", "**include**", "**in particular**" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms
- 1 7 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles
- 1 8 Model Articles 2, 8, 9, 11 2, 13, 14, 16, 17, 18, 19, 20, 21, 23, 24 and 36 shall not apply to the Company

2. OBJECTS

The objects for which the Company is established is to

- (a) advance for the public benefit education in the United Kingdom by establishing, maintaining and developing stand-alone Academies and multi-academy trusts and promoting co-operation between the same, the Academies of which shall offer a broad range and balanced curriculum and which shall include
 - (a) Church of England schools or Academies designated as such which shall be conducted in accordance with the principles, practices and tenets of the Church of England both generally and in particular in relation to arranging for religious education and daily acts of worship, and
 - (b) other academies or schools with or without a religious character, but in relation to each such academy to recognise the individual ethos, whether or not designated Church of England,
- (b) encourage the development of multi-academy trust in discrete geographical areas,
- (c) exercise powers of intervention in relation to Academies and/or multi-academy trusts in accordance with the Scheme and the articles of association of such Academies and/or multi-academy trusts,
- (d) promote school improvement in respect of Academies and maintained schools,
- (e) promote opportunities for professional development, training and research in academies and maintained schools,
- (f) promote opportunities for school-to-school support and other forms of partnership between academies and/or maintained schools, and
- (g) provide or procure the provision of services to academies, maintained schools and other bodies

3. POWERS

In pursuance of the objects set out in article 2, the Company has the power to

- (a) buy, lease or otherwise acquire and deal with any property real or personal and any rights or privileges of any kind over or in respect of any property real or personal and to improve, manage, develop, construct, repair, sell, lease, mortgage, charge, surrender or dispose of or otherwise deal with all or any part of such property and any and all rights of the Company,
- (b) borrow and raise money in such manner as the directors shall think fit and secure the repayment of any money borrowed, raised or owing by mortgage, charge, lien or other security on the Company's property and assets,
- (c) lobby, advertise, publish, educate, examine, research and survey in respect of all matters of law, regulation, economics, accounting, governance, politics and/or other issues and to hold meetings, events and other procedures and co-operate with or assist any other body or organisation in each case in such way or by such means as may, in the opinion of the directors, affect or advance the objects in any way,
- (d) pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company and to contract with any person, firm or company to pay the same,
- (e) to employ such staff as are necessary for the proper pursuit of the objects set out in article 2,
- (f) to establish or support, whether financially or otherwise, any charitable trusts, associations or institutions necessary for the pursuit of the objects set out in article 2,
- (g) to co-operate with other charities, other independent schools, schools maintained by a local authority, 16-19 academies, alternative provision Academies, institutions within the further education sector, voluntary bodies and statutory authorities operating in furtherance of the objects set out in article 2 and to exchange information and advice with them,
- (h) to pay out of funds of the Company the costs, charges and expenses of and incidental to the formation and registration of the Company,
- (i) to establish, maintain, carry on, manage and develop academies at locations to be determined by the directors,
- (j) to carry out research into the development and application of new techniques in education and to their 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,

- (k) to deposit or invest any funds of the Company not immediately required for the furtherance of its objects (but to invest only after obtaining such advice from a financial expert as the directors consider necessary and having regard to the suitability of investments and the need for diversification),
- (l) to delegate the management of investments to a financial expert, but only on terms that
 - (a) the investment policy is set down in writing for the financial expert by the directors,
 - (b) every transaction is reported promptly to the directors,
 - (c) the performance of the investments is reviewed regularly with the directors,
 - (d) the directors are entitled to cancel the delegation arrangement at any time,
 - (e) the investment policy and the delegation arrangement are reviewed at least once a year,
 - (f) 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 directors on receipt, and
 - (g) the financial expert must not do anything outside the powers of the directors,
- (m) to arrange for investments or other property of the Company to be held in the name of a nominee company acting under the control of the directors or of a financial expert acting under their instructions, and to pay any reasonable fee required,
- (n) to provide indemnity insurance to directors and the members of any Local Governing Body (to the extent necessary) in accordance with, and subject to the conditions of section 232 to 235 of the Companies Act 2006, section 189 of the Charities Act 2011 or any other provision of law applicable to charitable companies and any such indemnity is limited accordingly,
- (o) to establish subsidiary companies to carry on any trade or business for the purpose of raising funds for the Company,
- (p) to do all such other lawful things as are necessary for or are incidental to or conducive to the achievement of the objects,
- (q) enter into contracts to provide services to or on behalf of other bodies,
- (r) provide and assist in the provision of money, materials or other help,

- (s) 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,
- (t) incorporate subsidiary companies pursuant to the objects set out in article 2, and
- (u) do all such other lawful things as are incidental or conducive to the pursuit or to the attainment of any of the objects set out in article 2

4. NOT FOR DISTRIBUTION

4 1 The income and property of the Company shall be applied solely in promoting the objects of the Company as set out in article 2

4 2 No dividends or bonus may be paid or capital otherwise returned to the Members, provided that nothing in these Articles shall prevent any payment in good faith by the Company of

- (a) reasonable and proper remuneration to any Member, officer or servant of the Company for any services rendered to the Company,
- (b) any interest on money lent by any Member or any director at a reasonable and proper rate,
- (c) reasonable and proper rent for premises demised or let by any Member or director, or
- (d) reasonable out-of-pocket expenses properly incurred by any director

4 3 A director may benefit from any indemnity insurance purchased at the Company's expense to cover the liability of the directors 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 Company provided that any such insurance shall not extend to

- (a) any claim arising from any act or omission which directors knew to be a breach of trust or breach of duty or which was committed by the directors in reckless disregard to whether it was a breach of trust or breach of duty or not, and,
- (b) provided also that any such insurance shall not extend to the costs of any unsuccessful defence to a criminal prosecution brought against the directors in their capacity as directors of the Company

Further, this Article does not authorise a director to benefit from any indemnity insurance that would be rendered void by any provision of the Companies Act 2006, the Charities Act 2011 or any other provision of law

4 4 No Director may

- (a) buy any goods or services from the Company,
- (b) sell goods, services, or any interest in land to the Company,
- (c) be employed by, or receive any remuneration from the Company,
- (d) receive any other financial benefit from the Company unless
 - (a) the payment is permitted by Article 4 5 and the directors follow the procedure and observe the conditions set out in Article 4 6, or
 - (b) the directors obtain the prior written approval of the Charity Commission and fully comply with any procedures it prescribes

4 5 Subject to Article 4 6, a director may

- (a) receive a benefit from the Company in the capacity of a beneficiary of the Company,
- (b) be employed by the Company or enter into a contract for the supply of goods or services to the Company, other than for acting as a director,
- (c) receive rent for premises let by the director to the Company if the amount of the rent and the other terms of the lease are reasonable and proper

4 6 The Company and its directors may only rely upon the authority provided by Article 4 5 if each of the following conditions is satisfied

- (a) the remuneration or other sums paid to the director do not exceed an amount that is reasonable in all the circumstances,
- (b) the director is absent from the part of any meeting at which there is discussion of
 - (a) his or her employment, remuneration, or any matter concerning the contract, payment or benefit, or
 - (b) his or her performance in the employment, or his or her performance of the contract, or
 - (c) 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 4 5, or

- (d) any other matter relating to a payment or the conferring of any benefit permitted by Article 4 5,
- (c) the director does not vote on any such matter and is not to be counted when calculating whether a quorum of directors is present at the meeting,
- (d) the other directors are satisfied that it is in the interests of the Company to employ or to contract with that director rather than with someone who is not a director In reaching that decision the directors must balance the advantage of employing a director against the disadvantages of doing so (especially the loss of the director's services as a result of dealing with the director's conflict of interest),
- (e) the reason for their decision is recorded by the directors in the minute book

4 7 The provision in Article 4 4(c) that no director may be employed by or receive any remuneration from the Company does not apply to an employee of the Company who is subsequently elected or appointed as a director save that this Article shall only allow such a director to receive remuneration or benefit from the Company in his capacity as an employee of the Company and provided that the procedure as set out in Articles 4 6(b)(a), 4 6(b)(b) and 4 6(c) is followed

5. WINDING UP

On the winding-up or dissolution of the Company, any assets or property that remains available to be distributed or paid to the Members shall not be paid or distributed to such Members but shall be transferred to another body (charitable or otherwise) with objects similar to those of the Company such body to be determined by the Members at the time of winding-up or dissolution

6. GUARANTEE

The liability of each Member is limited to £10, being the amount that each Member undertakes to contribute to the assets of the Company in the event of its being wound up while he is a Member or within one year after he ceases to be a Member, for

- (a) payment of the Company's debts and liabilities contracted before he ceases to be a Member,
- (b) payment of the costs, charges and expenses of the winding up, and
- (c) adjustment of the rights of the contributories among themselves

DIRECTORS

7. APPOINTMENT OF DIRECTORS

7 1 Each Diocesan Member shall at all times be entitled to appoint three directors and to terminate the appointment of the same

7 2 The University shall at all times be entitled to appoint two directors and to terminate the appointment of the same

7 3 The Members may, by unanimous consent, appoint further directors as they think fit

8. TERMINATION OF A DIRECTOR'S APPOINTMENT

8 1 A person will cease to be a director of the Company in the event the following circumstances occur

- (a) that person ceases to be a director by virtue of any of the provisions of the Companies Act 2006 or is prohibited from acting as a director by law, or is disqualified from acting as a trustee by virtue of section 178 of the Charities Act 2011 (or any statutory re-enactment or modification thereof),
- (b) a bankruptcy order is made against that person,
- (c) a composition is made with that person's creditors in satisfaction of that person's debt,
- (d) a registered medical practitioner who is treating that person gives a written opinion that that person has become physically or mentally incapable of acting as a director and may remain so for more than 3 months,
- (e) by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any power or rights which that person would otherwise have,
- (f) notification is received by the Company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms,
- (g) the relevant director is absent without the permission of the directors from all their meetings held within a period of six months and the directors resolve that his office be vacated,
- (h) the relevant director has been removed from the office of charity 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 a charity for which he was responsible to or to which he was privy, or which he by his conduct contributed to or facilitated,

- (i) the relevant director 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 178 of the Charities Act 2011

9. UNANIMOUS DECISIONS

9 1 A decision of the directors is taken in accordance with this article when all Eligible Directors indicate to each other by any means that they share a common view on a matter

9 2 Such a decision may take the form of a resolution in writing, where each Eligible Director has signed one or more copies of it, or to which each Eligible Director has otherwise indicated agreement in writing

9 3 A decision may not be taken in accordance with this article if the Eligible Directors would not have formed a quorum at such a meeting

10. CALLING A DIRECTORS' MEETING

10 1 Any director may call a directors' meeting by giving not less than 10 Business Days' notice of the meeting (or such lesser notice as all the directors may agree) to the directors or by authorising the company secretary (if any) to give such notice

10 2 A director who is absent from the UK and who has no registered address in the UK shall not be entitled to notice of the directors' meeting

11. QUORUM FOR DIRECTORS' MEETINGS

11 1 Subject to article 11 2, the quorum for the transaction of business at a meeting of directors is any four Eligible Directors

11 2 For the purposes of any meeting (or part of a meeting) held pursuant to article 11 to authorise a Conflict, if there is only one Eligible Director in office other than the Interested Director(s) (defined in article 15 1), the quorum for such meeting (or part of a meeting) shall be one Eligible Director

- 11 3 If the total number of directors in office for the time being is less than the quorum required, the directors must not take any decision other than a decision
- (a) to appoint further directors, or
 - (b) to call a general meeting so as to enable the Members to appoint further directors

12. POWERS OF DIRECTORS

12 1 Subject to provisions of the Companies Act 2006, the Articles and to any directions given by special resolution, the business of the Company shall be managed by the directors who may exercise all the powers of the Company. No alteration of the Articles and no such direction shall invalidate any prior act of the directors 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 directors by the Articles and a meeting of directors at which a quorum is present may exercise all the powers exercisable by the directors.

12 2 In addition to all powers hereby expressly conferred upon them and without detracting from the generality of their powers under the Articles the directors shall have the following powers, namely

- (a) to expend the funds of the Company in such manner as they shall consider most beneficial for the achievement of the objects set out in article 2 and to invest in the name of the Company 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 objects,
- (b) to enter into contracts on behalf of the Company

12 3 Any bank account in which any money of the Company is deposited shall be operated by the directors in the name of the Company. All cheques and orders for the payment of money from such an account shall be signed by at least two signatories authorised by the directors.

13. MEETING OF THE DIRECTORS

13 1 Subject to these articles, the directors may regulate their proceedings as they think fit.

13 2 The directors shall hold at least two meetings in each 12 months following the date of incorporation of the Company.

- 13 3 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
- 13 4 A resolution to rescind or vary a resolution carried at a previous meeting of the directors shall not be proposed at a meeting of the directors unless the consideration of the rescission or variation of the previous resolution is a specific item of business on the agenda for that meeting
- 13 5 A meeting of the directors shall be terminated forthwith if
- (a) the directors so resolve, or
 - (b) the number of directors present ceases to constitute a quorum for a meeting of the directors in accordance with these articles
- 13 6 Subject to these Articles, every question to be decided at a meeting of the directors shall be determined by a majority of the votes of the directors present and voting on the question. Every director shall have one vote
- 13 7 Any director shall be able to participate in meetings of the directors 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 directors have access to the appropriate equipment if after all reasonable efforts it does not prove possible for the person to participate by telephone or video conference the meeting may still proceed with its business provided it is otherwise quorate

14. CASTING VOTE

- 14 1 If the numbers of votes for and against a proposal at a meeting of directors are equal, the chairman or other director chairing the meeting shall not have a casting vote

15 DIRECTORS' CONFLICTS OF INTEREST

- 15 1 Any director who has or can have any direct or indirect duty or personal interest which conflicts or may conflict with his duties as a director shall disclose that fact to the directors as soon as he becomes aware of it

- 15 2 The directors may, in accordance with the requirements set out in this article, authorise any Conflict proposed to them by any director which would, if not authorised, involve a director (an **Interested Director**) breaching his duty under section 175 of the Act to avoid conflicts of interest
- 15 3 Any authorisation under this article 15 shall be effective only if
- (a) to the extent permitted by the Act, the matter in question shall have been proposed by any director for consideration in the same way that any other matter may be proposed to the directors under the provisions of these Articles or in such other manner as the directors may determine,
 - (b) any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director, and
 - (c) the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted
- 15 4 Any authorisation of a Conflict under this article 15 may (whether at the time of giving the authorisation or subsequently)
- (a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised,
 - (b) provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the directors or otherwise) related to the Conflict,
 - (c) provide that the Interested Director shall or shall not be an Eligible Director in respect of any future decision of the directors in relation to any resolution related to the Conflict,
 - (d) impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit,
 - (e) provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a director of the Company) information that is confidential to a third party, he shall not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence, and
 - (f) permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the directors and be excused from reviewing papers prepared by, or for, the directors to the extent they relate to such matters

- 15 5 Where the directors authorise a Conflict, the Interested Director shall be obliged to conduct himself in accordance with any terms and conditions imposed by the directors in relation to the Conflict
- 15 6 The directors may revoke or vary such authorisation at any time, but this shall not affect anything done by the Interested Director prior to such revocation or variation in accordance with the terms of such authorisation
- 15 7 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors in accordance with these Articles or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds
- 15 8 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act, and provided he has declared the nature and extent of his interest in accordance with the requirements of the Act, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company
- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested,
 - (b) shall not be an Eligible Director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such existing or proposed transaction or arrangement in which he is interested,
 - (c) shall not be entitled to vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which he is interested,
 - (d) may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director,
 - (e) may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested, and
 - (f) shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body

corporate and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act

16. RECORDS OF DECISIONS TO BE KEPT

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

17. NUMBER OF DIRECTORS

Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) shall not be subject to any maximum but shall not be less than three

18. APPOINTMENT AND REMOVAL OF ALTERNATE DIRECTORS

18 1 Any director (other than an alternate director) (**Appointor**) may appoint any person approved by a majority of the directors, to

- (a) exercise that director's powers, and
- (b) carry out that director's responsibilities,

in relation to the taking of decisions by the directors, in the absence of the alternate's Appointor

18 2 Any appointment or removal of an alternate director must be effected by notice in writing to the Company signed by the Appointor, or in any other manner approved by the directors and any such appointment must be approved by a majority of the directors

18 3 The notice must

- (a) identify the proposed alternate, and
- (b) in the case of a notice of appointment, contain a statement signed by the proposed alternate that he is willing to act as the alternate of the director giving the notice

19. RIGHTS AND RESPONSIBILITIES OF ALTERNATE DIRECTORS

19 1 An alternate director may act as alternate director to more than one director and has the same rights in relation to any decision of the directors as the alternate's Appointor

19 2 Except as the Articles specify otherwise, alternate directors

- (a) are deemed for all purposes to be directors,
- (b) are liable for their own acts and omissions,
- (c) are subject to the same restrictions as their Appointors, and
- (d) are not deemed to be agents of or for their Appointors

and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his Appointor is a Member

19 3 A person who is an alternate director but not a director

- (a) may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's Appointor is not participating),
- (b) may participate in a unanimous decision of the directors (but only if his Appointor is an Eligible Director in relation to that decision, but does not participate), and
- (c) shall not be counted as more than one director for the purposes of articles 19 3(a) and (b)

19 4 A director who is also an alternate director is entitled, in the absence of his Appointor(s), to a separate vote on behalf of each Appointor, in addition to his own vote on any decision of the directors (provided that an Appointor for whom he exercises a separate vote is an Eligible Director in relation to that decision), but shall not count as more than one director for the purposes of determining whether a quorum is present

19 5 An alternate director may be paid expenses and may be indemnified by the Company to the same extent as if he were a director but shall not be entitled to receive any remuneration from the Company for serving as an alternate director except such part (if any) of the remuneration otherwise payable to the alternate's Appointor as the Appointor may by notice in writing to the Company from time to time direct

20. TERMINATION OF ALTERNATE DIRECTORSHIP

An alternate director's appointment as an alternate (in respect of a particular Appointor) terminates

- (a) when the alternate's Appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate,
- (b) on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's Appointor, would result in the termination of the Appointor's appointment as a director,
- (c) on the death of the alternate's Appointor, or
- (d) when the alternate director's Appointor ceases to be a director for whatever reason

21. COMMITTEES

21 1 Subject to these Articles, the directors may establish any committee

21 2 Subject to these Articles, the constitution, membership and proceedings of any committee shall be determined by the directors. The establishment, terms of reference, constitution and membership of any committee of the directors shall be reviewed at least once in every twelve months. The membership of any committee of the directors may include persons who are not directors, provided that a majority of members of any such committee shall be directors. No vote on any matter shall be taken at a meeting of a committee of the directors unless the majority of members of the committee present are directors.

22. SCHEME FOR RAISING ACHIEVEMENT

22 1 The directors will establish the Raising Achievement Board as a sub-committee to the directors, which may include representatives from Academies, in addition to any other representatives nominated by the directors.

22 2 The Raising Achievement Board will

- (a) meet at least four times in each 12 month period following the incorporation of the Company,
- (b) monitor, review and examine the performance of Academies and Academies participating in multi-academy trusts of which the Company is a member in accordance with the articles of association of such Academies and

Academies participating in multi-academy trusts of which the Company is a member,

- (c) monitor, examine and review specific areas of concern in relation to Academies and Academies participating in multi-academy trusts of which the Company is a member,
- (d) agree targets for performance with each Academy and Academies participating in multi-academy trusts of which the Company is a member,
- (e) scrutinise performance against targets referred to in article 22 2(d) as well as national benchmarks set by the Department for Education,
- (f) report to the directors if the powers of intervention set out in the articles of association (or any document attached thereto) of any Academy or Academy participating in the multi-academy trust of which the Company is a member are capable of being exercised or are likely to be capable of being exercised in the future,
- (g) exercise the powers of intervention set out in the articles of association (or any document attached thereto) of any Academy or Academy participating in the multi-academy trust of which the Company,
- (h) perform any role or actions as the directors may determine, and
- (i) make recommendations to the Directors

23. SECRETARY

The directors may appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the directors so decide, appoint a replacement, in each case by a decision of the directors

24. CHANGE OF COMPANY NAME

The name of the Company may be changed by

- (a) a decision of the directors, or
- (b) a special resolution of the Members,

or otherwise in accordance with the Act

25. MEMBERS

25 1 The Members of the Company shall comprise

- (a) the Lichfield Diocesan Board of Education,
- (b) the Birmingham Diocesan Board of Finance, and
- (c) the University,
- (d) any person appointed under Article 25 3

25 2 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 (who is an individual) dies or becomes incapable by reason of illness or injury of managing and administering his or her own affairs, or
- (c) a Member becomes insolvent or makes any arrangement or composition with that Member's creditors generally

25 3 The Members may, with the written consent of all of the Members, appoint such additional Members as they think fit and may agree by passing a special resolution in writing to remove any such additional Members provided that such appointment or removal is in the interests of the Company

25 4 Every person nominated to be a Member of the Company shall either sign a written consent to become a Member or sign the register of Members on becoming a Member

25 5 Any Member may resign and shall cease to be a Member by giving twelve months' notice in writing, 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

26. GENERAL MEETINGS

26 1 The Company 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 Company and that of the next. Provided that so long as the Company 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 directors shall appoint. All general meetings other than annual general meetings shall be called general meetings

26 2 The directors 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 directors to call a general meeting, any director or any Member of the Company may call a general meeting.

27 NOTICE OF GENERAL MEETINGS

27 1 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.

27 2 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 directors and auditors.

27 3 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.

28. PROCEEDINGS AT GENERAL MEETINGS

28 1 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. Three 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.

28 2 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 directors may determine.

28 3 If present, the chairman, if any, of the directors shall preside as chairman of the meeting.

- 28 4 If the chairman of the directors is not 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
- 28 5 A director shall, notwithstanding that he is not a Member, be entitled to attend and speak at any general meeting
- 28 6 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 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.
- 28 7 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
- 28 8 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
- 28 9 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
- 28 10 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

- 28 11 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.
- 28 12 No notice need be given of a poll not taken immediately if the time 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 and place at which the poll is to be taken.
- 28 13 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.

29. VOTES OF MEMBERS

- 29 1 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.
- 29 2 No Member shall be entitled to vote at any general meeting unless all moneys then payable by him to the Company have been paid.
- 29 3 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.
- 29 4 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 directors may approve) -

"I/We, _____, of _____, being a Member/Members of the above named Company, hereby appoint _____ of _____, or in his absence, _____ of _____ as my/our proxy to

attend, speak and vote in my/our name[s] and on my/our behalf at the annual general meeting/ general meeting of the Company to be held on . 20[], and at any adjournment thereof

Signed on 20[]”

- 29 5 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 directors may approve) -

“I/We, , of , being a Member/Members of the above-named Company, hereby appoint of , or in his absence, of , as my/our proxy to attend, speak and vote in my/our name[s] and on my/our behalf at the annual general meeting/ general meeting of the Company, 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[]”

- 29 6 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 Members 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 Company 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 any director,

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

29 7 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 Company 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

29 8 Any organisation which is a Member of the Company 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 Company, 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 Company

30. TRANSFER OF MEMBERSHIP

30 1 A Member may not transfer his membership to any other person

30 2 When a Member dies or becomes bankrupt (if an individual) or goes into receivership, administrative receivership, administration, liquidation or other arrangement for the winding up of a company (if a company), the member shall cease to be a member of the Company

31. EXPULSION OF MEMBER

31 1 The directors may terminate the membership of any member without his consent by giving him written notice if, in the reasonable opinion of the directors

- (a) he is guilty of conduct which has or is likely to have a serious adverse effect on the Company or bring the Company or any or all of the Members and directors into disrepute, or
- (b) he has acted or has threatened to act in a manner which is contrary to the interests of the Company as a whole, or
- (c) he has failed to observe the terms of these Articles

Following such termination, the Member shall be removed from the Register of Members

31 2 The notice to the Member must give the Member the opportunity to be heard in writing or in person as to why his membership should not be terminated. The directors must consider any representations made by the Member and inform the Member of their decision following such consideration. There shall be no right to appeal from a decision of the directors to terminate the membership of a Member.

31 3 A Member whose membership is terminated under this Article shall not be entitled to a refund of any subscription or membership fee and shall remain liable to pay to the Company any subscription or other sum owed by him.

32. ACCOUNTS

32 1 Accounts shall be prepared in accordance with the relevant Statement of Recommended Practice as if Company was a non-exempt charity and Parts 15 and 16 of the Companies Act.

33. ANNUAL REPORT, ANNUAL RETURN AND REGISTER OF CHARITIES

33 1 The directors 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 Register of Companies as if the Company was a non-exempt charity.

33 2 The directors must comply with the requirements of the Charities Act 1993 with regard to

- (a) transmission of a copy of the statements of account to the Commission,
- (b) preparation of an Annual Report and the transmission of a copy of it to the Commission,
- (c) preparation of an Annual Return and its transmission to the Commission.

- 33 3 The directors must notify the Commission promptly of any changes to the Company's entry on the Central Registry of Charities

ADMINISTRATIVE ARRANGEMENTS

34. MEANS OF COMMUNICATION TO BE USED

- 34 1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient

- (a) if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted,
- (b) if properly addressed and delivered by hand, when it was given or left at the appropriate address,
- (c) if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied, and
- (d) if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website

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

- 34 2 In proving that any notice, document or other information was properly addressed, it shall suffice to show that the notice, document or other information was addressed to an address permitted for the purpose by the Act

35. RULES

The directors may establish rules governing matters relating to Company administration that are required from time to time for the effective operation of the Company (for example, the provisions relating to classes of members, membership fees and subscriptions and the admission criteria for members) If there is a conflict between the terms of these Articles and any rules established under this Article, the terms of these Articles shall prevail

36. INDEMNITY AND INSURANCE

- 36 1 Subject to article 36 2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled

- (a) each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer in the actual or purported execution and/or discharge of his duties, or in relation to them including any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated company's) affairs, and
- (b) the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 36 1(a) and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure

36 2 This article does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law and any such indemnity is limited accordingly

36 3 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss

36 4 In this article

- (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and
- (b) a "relevant loss" means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company, and
- (c) a "relevant officer" means any director or other officer of the Company

Registrar of Companies
Companies House
DX 33050
Cardiff

Our Ref PF PF 93638
Your Ref

Date 28th May 2014

Direct 01332 378304
Fax 01332 294295
Email peter.francis@geldards.com

Dear Sirs,

Church of England Central Education Trust (Company Number: 08018276) (the "Company")

Please find enclosed the following documents for filing in relation to the Company

- 1 Notice of Resolution,
- 2 New Articles of Association

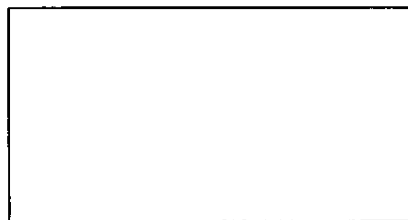
We should be grateful if you could acknowledge safe receipt of this letter and the enclosed documents by date stamping and returning to us the enclosed duplicate of this letter, in the envelope provided

Yours faithfully

GELDARDS LLP

We acknowledge safe receipt of your letter, of which this is a true copy, and the enclosed documents referred to therein

Companies House Receipt
Date Bar Code Sticker



D 2865953v1

SCHEME FOR RAISING ACHIEVEMENT

1. INTERPRETATION

1 1 In this Scheme

- (a) "Academy" means academies of which CECET is a member or academies participating in multi-academy trusts of which CECET is a member has the same meaning as in the section 17(2) of the Academies Act 2010 and "Academies" shall mean more than one such Academy,
- (b) "Articles" means the Articles of Association of CECET,
- (c) "CECET" means Church of England Central Education Trust, a company limited by guarantee and registered with company number 08018276,
- (d) "Intervention Powers" means the powers exercisable by the Raising Achievement Board in accordance with the paragraph 4 1 of this Scheme,
- (e) "Trigger Event" means any of the events set out in paragraph 3 1 of this Scheme,
- (f) "Scheme" means this Scheme for Raising Achievement,

1 2 Save as otherwise specifically provided in this Scheme, words and expressions which have particular meanings in the Articles shall have the same meanings in this Scheme

2. ESTABLISHMENT OF THE RAISING ACHIEVEMENT BOARD

2 1 CECET will establish the Raising Achievement Board in accordance with the Articles, which may include representatives from the Academies, in addition to any other representatives nominated by CECET

2 2 The function and proceedings of the Raising Achievement Board in relation shall be as follows

- (a) to meet at least four times in each academic year unless decided otherwise by the Raising Achievement Board,
- (b) to monitor, review and examine the performance of the Academies,
- (c) to monitor, examine and review specific areas of concern in relation to the Academies,
- (d) to agree targets for performance with the Academies,
- (e) to scrutinise performance of the Academies against targets referred to in paragraph 2 2(d) of this Scheme as well as national benchmarks set by the Department for Education and/or the Secretary of State,

- (f) to report to the directors if the Intervention Powers are capable of being exercised or are likely to be capable of being exercised in the future,
- (g) perform any role or actions as the directors of CECET may determine, and
- (h) contribute to the development of strategic school and academy improvement initiatives and opportunities within the dioceses of Lichfield, Birmingham and any other diocese as CECET and/or the RAB may determine

2 3 In carrying out its functions and proceedings and determining if a Trigger Event has occurred, the Raising Achievement Board may consider any relevant material, information or evidence as is deemed appropriate by the Raising Achievement Board, including, but not limited to the following

- (a) academic performance data in respect of the Academies,
- (b) reports from the Office for Standards in Education, Children's Services and Skills in relation to the Academies,
- (c) the financial circumstances of each Academy,
- (d) reports produced in accordance with the Statutory Inspection of Anglican and Methodist Schools,
- (e) reports or statements from governors or directors of the Academies,
- (f) reports from any advisers to the Diocese, Diocesan Board of Education, CECET or any of the Academies

2 4 On an ongoing basis, the Raising Achievement Board shall review and assess all aspects of the performance of each of the Academies and will give each area subject to such review and assessment (such areas to be determined by the Raising Achievement Board) a rating of 'green' if the relevant area of performance is deemed to be good, a rating of 'amber' if the relevant area of performance deemed to require improvement and a rating of 'red' if the relevant area of performance is deemed to be poor

3. TRIGGER EVENTS

3 1 The following shall be deemed to be Trigger Events for the purposes of this Scheme

- (a) any aspect of performance of an Academy is rated as being amber or red in accordance with paragraph 2 5 of this Scheme,
- (b) any statistical measure or other data reviewed by the Raising Achievement Board demonstrates, in the opinion of the Raising Achievement Board, a downturn in any aspect of the performance of an Academy,
- (c) any statistical measure or other data reviewed by the Raising Achievement Board demonstrates, in the opinion of the Raising

Achievement Board, a failure of an Academy to meet the needs of all pupils at such Academy,

- (d) any downward trend in pupil performance at an Academy over two consecutive Academic Financial Years,
- (e) any failure by an Academy to meet any floor standards in relation to pupil attainment, performance and/or progress published by the Secretary of State and/or the Department for Education from time to time,
- (f) an Academy is placed in special measures or is deemed to have serious weaknesses or require improvement by the Office for Standards in Education, Children's Services and Skills,
- (g) the contextual value added measure for primary schools, as determined by the Secretary of State and/or the Department for Education in respect of an Academy falls below 99.0,
- (h) an Academy fails to achieve a 'good' grade in any report published in accordance with the Statutory Inspection of Anglican and Methodist Schools,
- (i) there is a material increase in the number of lessons at an Academy that are deemed to require improvement or are deemed to be unsatisfactory by the Office for Standards in Education, Children's Services and Skills,
- (j) there is, in the opinion of the Raising Achievement Board, a downward trend in lessons at an Academy being rated as good or outstanding,
- (k) there is, in the opinion of the Raising Achievement Board, a failure to address unsatisfactory teaching at an Academy,
- (l) there is, in the opinion of the Raising Achievement Board, a failure by an Academy, to deliver a balanced curriculum and/or any material weakness in the delivery of non-core subjects to pupils,
- (m) there is, in the opinion of the Raising Achievement Board, any mismanagement by an Academy in respect of any major incident in relation to the conduct, behavior or safety of pupils,
- (n) the Raising Achievement Board has reasonable concerns in respect of the safety of pupils at an Academy,
- (o) an event occurs at an Academy which, in the opinion of the Raising Achievement Board, threatens pupil safety or the education of pupils,
- (p) there is, in the opinion of the Raising Achievement Board, a material increase in pupil absence at an Academy,
- (q) there is, in the opinion of the Raising Achievement Board, a material increase in temporary or permanent exclusions of pupils at an Academy,

- (r) there are, in the opinion of the Raising Achievement Board, any financial irregularities or concerns in respect of an Academy,
- (s) any material concerns have been raised by a parent or parents of pupils attending an Academy,
- (t) a Principal of an Academy has failed to meet any performance targets set in a performance management review,
- (u) a Principal of an Academy has been absent from the relevant Academy and such absence may, in the opinion of the Raising Achievement Board, may have a negative effect on the relevant Academy,
- (v) an Academy has failed to act on or implement instructions, recommendations or directions given by CECET or the Raising Achievement Board and such failure threatens the improvement of the relevant Academy,
- (w) there is, in the opinion of the Raising Achievement Board, any failure or breakdown in the governance of an Academy,
- (x) there is, in the opinion of the Raising Achievement Board, any threat or danger to the short-term or long-term performance or functioning of any Academy as a result of the financial status or prospects of the relevant Academy or Academies

4. INTERVENTION BY THE RAISING ACHIEVEMENT BOARD

- 4.1 In the event one or more Trigger Events occur, the Raising Achievement Board shall be entitled to undertake or exercise any of the following Intervention Powers in relation to the relevant Academy or Academies
- (a) deploy a task group, the membership of which will be determined by the Raising Achievement Board, but which shall include at least one inspector accredited by the Office for Standards in Education, Children's Services and Skills, to investigate any concerns, issues or other matters in relation to the relevant Academy or Academies,
 - (b) issue a written warning to the directors of relevant Academy or multi-academy trust requiring the directors to take remedial action in respect of any area of concern in relation to the performance of the relevant Academy or Academies, including but not limited to instituting capability or disciplinary action against any Principal and/or other members of staff,
 - (c) require the directors of the relevant Academy or multi-academy trust to remove or limit any powers or responsibilities delegated to the Local Governing Body of the relevant Academy,
 - (d) require the directors of the relevant Academy or multi-academy trust to remove the Local Governing Body of the relevant Academy or Academies,

- (e) recommend the appointment of directors of the relevant Academy or multi-academy trust in accordance with the articles of the relevant Academy or multi-academy trust