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THE COMPANIES ACTS 1985 TO 2006

A COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION OF

THE PRIORY FEDERATION OF ACADEMIES

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- 1 The Company's name is The Priory Federation of Academies (and in this document it is called "**the Company**")
- 2 The Company's registered office is to be situated in England and Wales
- 3 The Company's objects ("**the Objects**") are
 - 3 1 to advance for the public benefit education in the United Kingdom, in particular but without prejudice to the generality of the foregoing by establishing, maintaining, carrying on, managing and developing schools ("**the Academies**"), offering a broad curriculum with a strong emphasis on, but in no way limited to either one, or a combination of the specialism(s) specified in the Relevant Funding Agreements, and
 - 3 2 to provide facilities for recreational and other leisure time occupation for the community at large in the interests of social welfare and with the object of improving the conditions of life of the said community
- 4 In furtherance of the Objects but not further or otherwise the Company may exercise the following powers -
 - (a) to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments, and to operate bank accounts in the name of the Company,
 - (b) to raise funds and to invite and receive contributions provided that in raising funds the Company shall not undertake any substantial permanent trading activities and shall conform to any relevant statutory regulations,

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- (c) to acquire, alter, improve and (subject to such consents as may be required by law) to charge or otherwise dispose of property,
- (d) subject to clause 5 below to employ such staff, as are necessary for the proper pursuit of the Objects and to make all reasonable and necessary provision for the payments of pensions and superannuation to staff and their dependants,
- (e) to establish or support, whether financially or otherwise, any charitable trusts, associations or institutions formed for all or any of the Objects,
- (f) to co-operate with other charities, other independent and maintained schools, voluntary bodies and statutory authorities operating in furtherance of the Objects and to exchange information and advice with them,
- (g) to pay out of funds of the Company the costs, charges and expenses of and incidental to the formation and registration of the Company,
- (h) to establish, maintain, carry on, manage and develop the Academies at locations to be determined by the governors and the Secretary of State and to establish subsidiary companies to assist and/or act as agents for the Company,
- (i) to offer scholarships, exhibitions, prizes and awards to pupils and former pupils, and otherwise to encourage and assist pupils and former pupils,
- (j) to provide educational facilities and services to students of all ages and the wider community for the public benefit,
- (k) to carry out research into the development and application of new techniques in education in particular in relation to the areas of curricular specialisation of each of the Academies 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,

(l) subject to such consents as may be required by law to borrow and raise money for the furtherance of the Objects in such manner and on such security as the Company may think fit,

(m) to deposit or invest its funds in any manner (but to invest only after obtaining such advice from a financial expert as the governors consider necessary and having regard to the suitability of investments and the need for diversification),

(n) to delegate the management of investments to a financial expert, but only on terms that

- (i) the investment policy is set down in writing for the financial expert by the governors,
- (ii) every transaction is reported promptly to the governors, the performance of the investments is reviewed regularly with the governors,
- (iii) the governors are entitled to cancel the delegation arrangement at any time,
- (iv) the investment policy and the delegation arrangement are reviewed at least once a year,
- (v) all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the governors on receipt, and
- (vi) the financial expert must not do anything outside the powers of the governors

(o) 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 governors or of a financial expert acting under their instructions, and to pay any reasonable fee required,

(p) to provide indemnity insurance to cover the liability of governors which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be

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

(q) to establish subsidiary companies to carry on any trade or business for the purpose of raising funds for the Company,

(r) to do all such other lawful things as are necessary for or are incidental to or conducive to the achievement of the Objects

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(1) The income and property of the Company shall be applied solely towards the promotion of the Objects, and none of the income or property of the Company may be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to any member of the Company This does not prevent a member who is not also a governor receiving reasonable and proper remuneration for any goods or services supplied to the Company

(2) (a) A governor may at the discretion of the governors be reimbursed from the property of the Company for reasonable expenses properly incurred by him or her when acting on behalf of the Company, including expenses in connection with foreign travel provided that such travel has been approved by the governors and is for educational purposes

(b) A governor may benefit from any indemnity insurance purchased at the Company's expense to cover the liability of the governors which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default or breach of trust or breach of duty of which they may be guilty in relation to the Company Provided that any such insurance shall not extend to any claim arising from any act or omission

which governors knew to be a breach of trust or breach of duty or which was committed by the governors in reckless disregard to whether it was a breach of trust or breach of duty or not and provided also that any such insurance shall not extend to the costs of any unsuccessful defence to a criminal prosecution brought against governors in their capacity as directors of the Company

(3) No governor 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
 - (i) the payment is permitted by sub-clause (4) of this clause and the governors follow the procedure and observe the conditions set out in sub-clause (5) of this clause, or
 - (ii) the governors obtain the prior written approval of the Charity Commission and fully comply with any procedures it prescribes

- (4)
- (a) A governor may receive a benefit from the Company in the capacity of a beneficiary of the Company
 - (b) A governor may 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 governor
 - (c) A governor may receive interest on money lent to the Company at a reasonable and proper rate not exceeding 2% per annum below the base rate of a clearing bank to be selected by the governors
 - (d) A company of which a governor is a member may receive fees remuneration or other benefit in money or money's worth provided that the shares of the company are listed on a recognised stock exchange

and the governor holds no more than 1% of the issued capital of that company

(e) A governor may receive rent for premises let by the governor to the Company if the amount of the rent and the other terms of the lease are reasonable and proper

- (5) (a) The Company and its governors may only rely upon the authority provided by sub-clause 5(4) if each of the following conditions is satisfied
- (i) The remuneration or other sums paid to the governor do not exceed an amount that is reasonable in all the circumstances
 - (ii) The governor is absent from the part of any meeting at which there is discussion of
 - his or her employment or remuneration, or any matter concerning the contract, or
 - his or her performance in the employment, or his or her performance of the contract, or
 - 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 sub-clause 5(4), or
 - any other matter relating to a payment or the conferring of any benefit permitted by sub-clause 5(4)
 - (iii) The governor does not vote on any such matter and is not to be counted when calculating whether a quorum of governors is present at the meeting
 - (iv) The other governors are satisfied that it is in the interests of the Company to employ or to contract with that governor rather than with someone who is not a governor

In reaching that decision the governors must balance the advantage of employing a governor against the disadvantages of doing so (especially the loss of the governor's services as a result of dealing with the governor's conflict of interest)

- (v) The reason for their decision is recorded by the governors in the minute book
 - (vi) A majority of the governors then in office have received no such payments
- (b) The employment or remuneration of a governor includes the engagement or remuneration of any firm or company in which the governor is
- (i) a partner,
 - (ii) an employee,
 - (iii) a consultant,
 - (iv) a director, or
 - (v) a shareholder, unless the shares of the company are listed on a recognised stock exchange and the governor holds less than 1% of the issued capital

(6) In sub-clauses (2)-(5) of this clause 5

- (a) "company" shall include any company in which the Company
 - holds more than 50% of the shares, or
 - controls more than 50% of the voting rights attached to the shares, or
 - has the right to appoint one or more governors to the Board of the company
- (b) "governor" shall include any child, stepchild, parent, grandchild, grandparent, brother, sister or spouse of the governor or any person living with the governor as his or her partner

- 6 The liability of the members of the Company is limited
- 7 Every member of the Company undertakes to contribute such amount as may be required (not exceeding £10) to the Company's assets if it should be wound up while he or she is a member or within one year after he or she ceases to be a member, for payment of the Company's debts and liabilities before he or she ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves
- 8 If the Company is wound up or dissolved and after all its debts and liabilities (including any under section 483 of the Education Act 1996) have been satisfied there remains any property it shall not be paid to or distributed among the members of the Company, but shall be given or transferred to some other charity or charities having objects similar to the Objects which prohibits the distribution of its or their income and property to an extent at least as great as is imposed on the Company by clause 5 above, chosen by the members of the Company at or before the time of dissolution and if that cannot be done then to some other charitable object
- 9 No alteration or addition shall be made to or in the provisions of the Memorandum or Articles of Association without the explicit consent of the Secretary of State
- 10 No alteration or addition shall be made to or in the provisions of the Memorandum or Articles of Association which would have the effect (a) that the Company would cease to be a company to which section 30 of the Companies Act 1985 applies, or (b) that the Company would cease to be a charity
- 11 Words or expressions contained in this Memorandum of Association shall, unless the context requires otherwise, bear the same meaning as in the Articles of Association of the Trust