

THE COMPANIES ACTS 1985 AND 1989

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A COMPANY LIMITED BY GUARANTEE

AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

OF

ARK SCHOOLS

COMPANY NUMBER: 5112090



16 St John's Lane
London EC1M 4BS

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1 Defined Terms

In these articles, unless the context requires otherwise:

"Academies"	means schools operated by the Trust;
"Articles"	means the Trust's articles of association;
"Bankruptcy"	includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;
"Chairman"	means the meaning given in article 22;
"Commission"	means The Charity Commission;
"Companies Acts"	means the Companies Acts (as defined in section 2 of the Companies Act 2006) in so far as they apply to the Trust;
"Director"	means a Director of the Trust, and includes any person occupying the position of Director, by whatever name called;
"Document"	includes, unless otherwise specified, any document sent or supplied in electronic form;
"Electronic Form"	has the meaning given in section 1168 of the Companies Act 2006;
"Eligible Director"	means a Director who would be entitled to vote on any matter had it been proposed as a resolution at a

	Directors meeting;
“Financial Expert”	means an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;
“LGB”	means a committee of the Directors to which powers of the Directors shall have been delegated by the Directors in relation to the operation of one or more Academies;
“Member”	means the meaning given in section 112 of the Companies Act 2006;
“Objects”	means the objects of the Trust set out in article 4.1;
“Ordinary Resolution”	means the meaning given in section 282 of the Companies Act 2006;
“Principal Sponsor”	means Absolute Return for Kids (ARK), a company limited by guarantee registered in England under company No 4589451;
“Secretary of State”	means the Secretary of State for Education and his successors;
“special resolution”	means the meaning given in section 283 of the Companies Act 2006;
“subsidiary”	means the meaning given in section 1159 of the Companies Act 2006;
“writing”	means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

Other words or expressions contained in these articles bear the same meaning as in the Companies Act 2006.

2 Name

The company's name is ARK Schools (and in this document it is called "the Trust").

3 Registered Office

The Trust's registered office is to be situated in England and Wales.

4 Objects

4.1 The Trust's objects are to advance for the public benefit education in the United Kingdom, in particular but without prejudice to the generality of the foregoing by:

- (a) establishing, maintaining carrying on, managing and developing schools offering a broad curriculum with a strong emphasis on, but in no way limited to one or a combination of the specialisms specified in the funding agreements entered into between the Trust and the Secretary of State;
- (b) providing childcare facilities and adult training to develop the capacity and skills of parents-to-be and parents with children primarily but not exclusively under five in such a way that they are better able to identify and help meet the needs of children.

4.2 This provision may be amended by special resolution but only with the prior written consent of the Commission.

5 Powers

In furtherance of the Objects but not further or otherwise the Trust may exercise the following powers: -

- 5.1 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 Trust;
- 5.2 to raise funds and to invite and receive contributions provided that in raising funds the Trust shall not undertake any substantial permanent trading activities and shall conform to any relevant statutory regulations;
- 5.3 to acquire, alter, improve and (subject to such consents as may be required by law) to charge or otherwise dispose of property;

- 5.4 subject to article 6.6 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 provided that such staff shall not be Directors;
- 5.5 to establish or support, whether financially or otherwise, any charitable trusts, associations or institutions formed for all or any of the Objects;
- 5.6 to co-operate with other charities including the Principal Sponsor, other independent and maintained schools, voluntary bodies and statutory authorities operating in furtherance of the Objects and to exchange information and advice with them;
- 5.7 to pay out of funds of the Trust the costs, charges and expenses of and incidental to the formation and registration of the Trust;
- 5.8 to establish, maintain, carry on, manage and develop the Academies at locations to be determined by the Directors and the Secretary of State;
- 5.9 to offer scholarships, exhibitions, prizes and awards to pupils and former pupils, and otherwise to encourage and assist pupils and former pupils;
- 5.10 to provide educational facilities and services to students of all ages and the wider community for the public benefit;
- 5.11 to carry out research into the development and application of new techniques in education in particular in relation to the Academies' areas of curricular specialisation 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;
- 5.12 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 Trust may think fit;
- 5.13 to invest the moneys of the Trust not immediately required for the furtherance of the Objects in or upon such investments, securities or property as may be thought fit, to hold the same as investments and to sell, exchange, carry and dispose of the same, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law;

- 5.14 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 Trustees;
 - (b) timely reports of all transactions are provided to the Directors;
- 5.15 subject to the provisions of the Companies Act 2006 (as amended from time to time) to provide indemnity insurance and/or make loans to cover the liability of Directors 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 trust: Provided that any such insurance shall not extend to any claim arising from any act or omission which the Directors knew to be a breach of trust or breach of duty or which was committed by the Directors 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 Directors in their capacity as Directors;
- 5.16 to establish subsidiary companies to carry on any trade or business for the purpose of raising funds for the Academies;
- 5.17 to purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges and to construct, maintain, fit out, equip and alter any buildings or erections which the Trust may think necessary for the promotion of the Objects;
- 5.18 to act as trustees or managers of any property, endowment, legacy, bequest or gift for charitable purposes only;
- 5.19 to do all such other lawful things as are necessary for or are incidental to or conducive to the achievement of the Objects.

6 Income and Property of the Trust

The income and property of the Trust shall be applied solely towards the promotion of the Objects and no part shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to members of the Trust, and no Director of the Trust shall be appointed to any office of the Trust paid by salary or fees or receive any remuneration or other benefit in

money or money's worth from the Trust PROVIDED THAT that nothing in this document shall prevent the payment in good faith by the Trust: -

- 6.1 of reasonable and proper remuneration or other material benefit to any Director or to any firm or company of which a Director is a partner, member, employee, Director or officer, for the supply of goods or services, including legal, accountancy or other professional services: Provided that the goods or services are actually required by the Trust, the nature and level of remuneration or other material benefit is no more than is reasonable in relation to the goods or services, that at no time shall a majority of the Directors benefit under this provision and/or article 5(f) below and that a Director shall withdraw from any meeting at which his or her appointment or remuneration, or that of his or her firm or company, is under discussion;
- 6.2 of reasonable and proper remuneration for any services rendered to the Trust by any member, officer or servant of the Trust who is not a Director;
- 6.3 of interest on money lent by any member of the Trust or Director at a reasonable and proper rate per annum not exceeding two per cent less than the published base lending rate of a clearing bank to be selected by the Directors;
- 6.4 of reasonable and proper rent (as determined by an independent valuer appointed by the Trust) for premises demised or let by any member of the Trust or a Director;
- 6.5 to any Director of reasonable out-of-pocket expenses;
- 6.6 of reasonable and proper remuneration to any Director who is employed by the Trust: Provided that at no time shall a majority of the Directors benefit under this provision and/or article 6.1 and that a Director shall withdraw from any meeting at which his or her appointment, remuneration or terms or conditions specific to him or her are under discussion; or
- 6.7 of any premium in respect of any indemnity insurance and/or any loan made to a Director 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 Trust: PROVIDED THAT any such insurance shall not extend to 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 provided also that any such insurance shall not extend to the costs of any unsuccessful defence to a criminal prosecution brought against Directors in their capacity as Directors of the Trust.

7 Limited Liability

The liability of the members of the Trust is limited.

8 Guarantee

Every member of the Trust undertakes to contribute such amount as may be required (not exceeding £10) to the Trust'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 Trust'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.

9 Dissolution

If the Trust 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 Trust, but shall be given or transferred to the Principal Sponsor or 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 Trust by article 4 above, chosen by the Principal Sponsor or before the time of dissolution and if that cannot be done then to some other charitable object.

10 Alteration of these Articles

No alteration or addition shall be made to or in the provisions of the Memorandum or Articles of Association which would have the effect that the Trust would cease to be a charity.

11 Principal Sponsor

11.1 The sole member of the Trust shall be the Principal Sponsor.

11.2 Except as otherwise provided in the Articles, decisions of the Principal Sponsor shall be made by written resolution in accordance with the Companies Act 2006.

12 Appointment and Removal of Directors

- 12.1 The number of Directors shall not be less than three and there shall be no limit on the number of Directors that may be appointed.
- 12.2 The Principal Sponsor may, by notice in writing to the Trust, appoint and remove the Directors provided that any person so appointed is willing to act as a Director and is permitted by law to do so and is permitted to act as a Director by articles 27 and 28.
- 12.3 A technical defect in the appointment of a Director of which the Directors are unaware at the time shall not invalidate decisions taken at a meeting of Directors or in accordance with article 18.
- 12.4 Unless reappointed by the Principal Sponsor at the end of his term of office, the term of office of each Director shall be limited to four years, but so that any director who at the date of adoption of these articles has been in office for more than four years shall cease to be a director on the expiration on the eighth or twelfth anniversary (as the case may be) of his original appointment.

13 Directors' General Authority

Subject to the articles, the Directors are responsible for the management of the Trust's affairs, for which purpose they may exercise all the powers of the Trust.

14 Principal Sponsor's Reserve Power

The Principal Sponsor may, by written special resolution, direct the Directors to take, or refrain from taking, specified action. No such written special resolution invalidates anything which the Directors have done before the passing of the resolution.

15 Directors may Delegate

- 15.1 Subject to the articles, the Directors may delegate any of the powers which are conferred on them under the articles to such person, including a chief executive or a principal of an Academy, or committee, including LGBs, by such means (including by power of attorney), to such an extent, in relation to such matters or Academies, and on such terms and conditions as they think fit. It is not necessary for a Director to be a member of any committee.

- 15.2 If the Directors so specify, any such delegation may authorise further delegation of the Directors' powers by any person to whom they are delegated.
- 15.3 The Directors may at any time revoke any delegation in whole or part or alter its terms and conditions.
- 15.4 The proceedings of all committees to which powers of the Directors may be delegated shall be reported promptly to the Directors.

16 Committees

- 16.1 Committees to which the Directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the articles which govern the taking of decisions by Directors.
- 16.2 The Directors may make rules of procedure for all or any committees, which prevail over rules derived from the articles if they are not consistent with them.

17 Directors to take decisions collectively

The general rule about decision-making by Directors is that any decision of the Directors must be either a majority decision of Eligible Directors present at a meeting or a decision taken in accordance with article 18.

18 Decisions of Directors made outside a Directors' Meeting

- 18.1 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.
- 18.2 Such a decision may take the form of a resolution in writing, copies of which have been signed by each Eligible Director or to which each eligible Director has otherwise indicated agreement in writing or electronic form.
- 18.3 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.

19 Calling a Directors' Meeting

- 19.1 Any Director may call a Directors' meeting by giving notice of the meeting to the Directors or by authorising the company secretary of the Trust (if any) to give such notice.

- 19.2 Notice of any Directors' meeting must indicate:
- a) its proposed date and time;
 - b) where it is to take place; and
 - c) if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- 19.3 Notice of a Directors' meeting must be given to each Director, but need not be in writing.

20 Participation in Directors' Meetings

- 20.1 Subject to the articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when:
- a) the meeting has been called and takes place in accordance with the articles; and
 - b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 20.2 In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.
- 20.3 If all the Directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

21 Quorum for Directors' Meetings

- 21.1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 21.2 The quorum for Directors' meetings may be fixed from time to time by a decision of the Directors, but it must never be less than three Eligible Directors and unless otherwise fixed it is three Eligible Directors.
- 21.3 If the total number of Eligible Directors for the time being is less than the quorum required, the Directors must not take any decision until the Principal Sponsor shall have appointed sufficient additional Directors to ensure that there is a quorum.

22 Chairing of Directors' Meetings

- 22.1 The Directors may appoint a Director to chair their meetings.
- 22.2 The person so appointed for the time being is known as the chairman.
- 22.3 The Directors may terminate the chairman's appointment at any time.
- 22.4 If the chairman is not participating in a Directors' meeting within ten minutes of the time at which it was to start, the participating Directors must appoint one of themselves to chair it.

23 Casting Vote

If the numbers of votes for and against a proposal are equal, the chairman or other Director chairing the meeting has a casting vote unless in accordance with the articles, the chairman or other Director is not to be counted as participating in the decision-making process for quorum or voting purposes.

24 Participation in meetings at which a Director has a Conflict of Interest

- 24.1 If a proposed decision of the Directors is concerned with an actual or proposed transaction or arrangement with the Trust in which a Director is interested (in accordance with article 29 or otherwise), that Director is not to be counted as participating in the decision-making process for quorum or voting purposes.
- 24.2 For the purposes of this article, references to proposed decisions and decision-making processes include any Directors' meeting or part of a Directors' meeting.
- 24.3 If a question arises at a meeting of Directors or of a committee of Directors as to the right of a Director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chairman whose ruling in relation to any Director other than the chairman is to be final and conclusive.
- 24.4 If any question as to the right to participate in the meeting (or any part of the meeting) should arise in respect of the chairman, the question is to be decided by a decision of the Directors at that meeting, for which purpose the chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

24.5 This article 24 also applies to decisions of and members of any committee of the Directors as if the members of such committee were Directors.

25 Records of Decisions to be Kept

The Directors must ensure that the Trust keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every decision taken by the Directors.

26 Directors' Discretion to make further Rules

Subject to the articles, the Directors may make any rule which they think fit about how they take, or any committee of the Directors takes, decisions, and about how such rules are to be recorded or communicated to Directors or to members of such committees.

27 Termination of a Director's Appointment

27.1 A person ceases to be a Director as soon as:

- a) that person ceases to be a Director by virtue of any provision of the Companies Act 2006 or is prohibited from being a Director by law;
- b) a bankruptcy order is made against that person;
- c) a composition is made with that person's creditors generally in satisfaction of that person's debts;
- d) a registered medical practitioner who is treating that person gives a written opinion to the Trust stating that that person has become physically or mentally incapable of acting as a Director and may remain so for more than three 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 powers or rights which that person would otherwise have;
- f) notification is received by the Trust from the Director that the Director is resigning from office, and such resignation has taken effect in accordance with its terms unless at the date the resignation is due to take effect there shall be fewer than three Directors of the Trust;

- g) notification is received by the Trust from the Principal Sponsor removing the Director from office as a Director unless at the date such renewal is due to take effect there shall be fewer than four Directors of the Trust.

27.2 This article 27 also applies to any member of a committee of the Directors who is not a Director as if he were a Director.

28 Disqualification of Directors

28.1 No person shall be qualified to be a Director unless he is aged 18 or over at the date of his appointment. No pupil of any Academies shall be a Director.

28.2 A Director shall cease to hold office if he 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.

28.3 A person shall be disqualified from holding or continuing to hold office as a Director at any time when he is subject to a disqualification order under the Companies Directors Disqualification Act 1986

28.4 A Director shall cease to hold office if he ceases to be a Director by virtue of any provision in the Companies Act 2006 or is disqualified from acting as a trustee of a charity by virtue of section 178 of the Charities Act 2011 or is disqualified from acting as a Director or a trustee of a charity for any other reason.

28.5 A person shall be disqualified from holding or continuing to hold office as a Director if he has been removed from the office of charity trustee or trustee for a charity by an order made by the Commission or the High Court on the grounds of any misconduct or mismanagement in the administration of the charity for which he was responsible or to which he was privy, or which he by his conduct contributed to or facilitated.

28.6 A person shall be disqualified from holding or continuing to hold office as a Director at any time when he is:

- a) included in the list of teachers and workers with children or young persons whose employment is prohibited or restricted under section 1 of the Protection of Children Act 1999;
- b) subject to a direction of the Secretary of State under section 218 of the Education Reform Act 1988;

- c) disqualified from working with children under sections 28 and 29 of the Criminal Justice and Court Services Act 2000; or
- d) by virtue of an order made under section 142 of the Education Act 2002 disqualified from being the proprietor of any independent school or from being a teacher or other employee in any school.

28.7 A person shall be disqualified from holding or continuing to hold office as a Director where he has, at any time, refused a request by the company secretary of the Trust to make an application under section 113 of the Police Act 1997 for a criminal records certificate.

28.8 Where, by virtue of these articles a person becomes disqualified from holding, or continuing to hold office as a Director and he is, or is proposed to become, such a Director, he shall upon becoming so disqualified give written notice of that fact to the company secretary of the Trust.

28.9 This article 28 also applies to any member of any committee of the Directors who is not a Director as if he were a Director.

29 Directors' conflicts of interest

29.1 Any Director who has any such duty or pecuniary interest (direct or indirect) which conflicts or may conflict with his duties to the Trust shall disclose that fact to the Directors as soon as he becomes aware of it.

29.2 A Director shall be treated as having a pecuniary interest in a contract or proposed contract or other arrangement with the Trust if:

- (a) he is a director or a member holding more than 1/100th of the issued share capital of a company with which the contract or arrangement was made or is proposed to be made or which has a direct pecuniary interest in the matter under consideration; or
- (b) he is a partner in a partnership or member of an unincorporated association or any other body with whom the contract or arrangement was made or is proposed to be made or which has a direct pecuniary interest in the matter under consideration; or

- (c) he, or a partner of his, is in the employment of a person with whom the contract was made or is proposed to be made or who has a direct pecuniary interest in the matter under consideration.

29.3 For the purposes of articles 29.1 and 29.2, an interest of a person who is, within the meaning of section 252 of the Companies Act 2006, connected with a Director shall be treated as an interest of the Director. This shall include:

- (a) that Director's spouse, child or stepchild; or
- (b) a body corporate with which the Director is associated (i.e. if that Director and persons connected with him together are interested in shares comprising at least one fifth of the share capital of the company or are entitled to exercise more than one fifth of the voting power at any general meeting of that company); or
- (c) a person acting in his capacity as trustee of any trust the beneficiaries of which include:
 - i) the Director, his spouse or any children or stepchildren of his; or
 - ii) a body corporate with which he is associated; or
 - iii) a person acting in his capacity as a partner of that Director or of any person who, by virtue of paragraphs (a), (b) or (c) above, is connected with that Director.

30 Directors' authorisation of Director's conflict of interest

30.1 The Directors may (subject to any terms and conditions as they may think fit, and subject always to their right at any time to vary or terminate such authorisation) authorise, pursuant to section 175 of the Companies Act 2006, any matter which would otherwise result in a Director infringing his duty to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the trust and which may reasonably be regarded as likely to give rise to a conflict of interest (including a conflict of interest and duty or conflict of duties).

30.2 If a matter has been authorised by the Directors in accordance with this article, then, subject in any such case to any limits or conditions attached to such authorisation by the Directors:

- (a) the authorisation shall extend to any other actual or potential conflict of interest or duty which may reasonably be expected to arise out of the matter so authorised;
- (b) the Director shall not be required to disclose to the Trust, or to use or apply, in performing his duties as Director, any confidential information relating to such matter, if to do so would result in a breach of a duty or obligation of confidence owed by him in relation to that matter;
- (c) the Director shall be entitled to accept any benefit which he may derive from that matter, and he shall not be accountable to the Trust for any benefit which he or a person connected with him may derive from any such matter;
- (d) no transaction or arrangement in relation to such matter shall be liable to be avoided on the ground of the Director's interest, duty or benefit; and
- (e) the Director shall not be in breach of any of his general duties to the Trust as a Director in relation to such matter, so long as he does not infringe these articles and any terms and conditions of the authorisation in relation to such matter.

30.3 Articles 30.1 and 30.2 are without prejudice to the operation of any other provision or procedure concerning the Director's conflict of interest.

31 Director's Indemnities

31.1 Subject to the provisions of the Companies Acts but without prejudice to any indemnity to which a Director may otherwise be entitled, every Director or other officer of the Trust may be indemnified out of the assets of the Trust against any liability incurred by him in defending any proceedings, whether civil or criminal, in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Trust.

31.2 Subject to the provisions of the Companies Acts but without prejudice to any other indemnity to which a Director may be entitled, every Director or other officer of the Trust may be indemnified out of the Trust's assets against any liability incurred by him:

- (a) in defending civil proceedings, brought by a person, other than the Trust or a subsidiary company of the Trust, connected with any liability of the

Director for negligence, default, breach of duty or breach of trust in relation to the affairs of the Trust; or

- (b) in defending civil proceedings, brought by the Trust or a subsidiary company of the Trust (unless judgment is given against him and the judgment is final), connected with any liability of the Director for negligence, default, breach of duty or breach of Trust in relation to the affairs of the Trust; or
- (c) in defending criminal proceedings connected with any liability of the Director for negligence, default, breach of duty or breach of trust in relation to the affairs of the Trust; or
- (d) in connection with any application for relief from liability under the provisions for relief in the Companies Acts

PROVIDED THAT the Director shall repay any such funds or discharge any other liability to the Trust if:

- (a) he is convicted (and the conviction is final) in any criminal proceedings; or
- (b) judgment is given against him (and the judgment is final) in any civil proceedings; or
- (c) the court refuses to grant him relief (and the refusal is final) in connection with any application for relief from liability under the provisions for relief in the Companies Acts.

31.3 For the purposes of articles 31.2 a judgment, conviction or refusal becomes final if:

- (a) the period for bringing an appeal (or any further appeal) has ended; and
- (b) any appeal brought is determined, abandoned or otherwise ceases to have effect.

32 The Seal

32.1 Any common seal may only be used by the authority of the Directors.

32.2 The Directors may decide by what means and in what form any common seal is to be used.

32.3 Unless otherwise decided by the Directors, if the Trust has a common seal and it is affixed to a document, the document must also be signed by at least two authorised persons.

32.4 For the purposes of this article, an authorised person is:

- (a) any Director of the Trust;
- (b) the company secretary of the Trust (if any); or
- (c) any person authorised by the Directors for the purpose of signing documents to which the common seal is applied.

33 Communications

33.1 Notices and other documents to be served on the Principal Sponsor or Directors under the articles or the Companies Acts may be served:

- (a) by hand;
- (b) by post;
- (c) in electronic form.

33.2 The address at which the Principal Sponsor is entitled to receive notices sent by post is an address in the United Kingdom shown in the register of Members.

33.3 Any notice given in accordance with the articles is to be treated for all purposes as having been received

- (a) 24 hours after being sent in electronic form or delivered by hand to the relevant address;
- (b) two clear days after being sent by first class post to that address;
- (c) three clear days after being sent by second class or overseas post to that address;
- (d) immediately on being handed to the recipient personally; or if earlier,
- (e) as soon as the recipient acknowledges actual receipt.

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

34 Exclusion of Model Articles

Any model articles for a company limited by guarantee that may exist (including those constituting Schedule 2 to the Companies (Model Articles) Regulations 2008) are hereby expressly excluded.