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Companies Acts 1985 to 2006

Company limited by guarantee

Incorporated on 26th January 1949

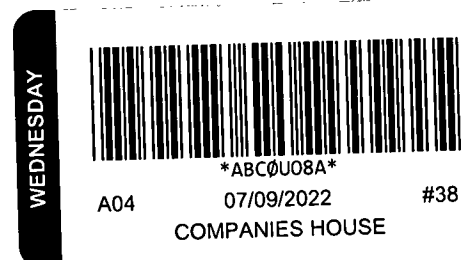
DERBY DIOCESAN BOARD OF EDUCATION

formerly

Derby Diocesan Council of Education

**Amended by special resolution on 13 July 2022
to take effect 25 July 2022**

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ARTICLES OF ASSOCIATION OF DERBY DIOCESAN BOARD OF EDUCATION

1. Objects

1.1 The Objects of the **Board** are to promote or assist in the promotion of education for the public benefit in the **Diocese**.

1.2 The Objects shall be carried out in accordance with the doctrines and principles of the Church of England.

2. Powers

In furtherance of the objects, but not further or otherwise, the **Board** may exercise the following powers

2.1 to act as the **Diocesan Board of Education** for the **Diocese** and to be the statutory education authority for the Church of England in the **Diocese** as required under the **Measure** and the **Education Acts**.¹

2.2 to act as the **Diocesan Board of Education** for the purposes of any Act of Parliament or measure passed by **General Synod** for which the **Diocesan Synod** may appoint the **Board** to act.

2.3 to organise and provide funds in aid of such work and for the following purposes:

- a) to promote or assist in the promotion of education in the **Diocese**, being education which is consistent with the faith and practice of the Church of England;

¹ Words displayed in **bold** are defined in Article 16 (Interpretation)

- b) to promote or assist in the promotion of religious education and religious worship in schools in the **Diocese**;
- c) to promote or assist in the promotion of church schools in the **Diocese** and to advise the governors of such schools and trustees of church educational endowments and any other body or person connected on any matter affecting church schools in the **Diocese**;
- d) to promote co-operation between the **Board** and bodies or persons concerned in any respect with education in the **Diocese**;
- e) the functions assigned to the **Board** by the **Measure** or by any subsequent measure amending or replacing the same;
- f) such other functions not contrary to the **Measure** as are assigned to the **Board** by the **Diocesan Synod**, other than functions relating to church schools or church educational endowments;

2.4 Subject to the jurisdiction of the Charity Commission, to acquire and hold real and personal property and, subject to such consents as may be required by law, to apply both capital and income thereof, and the proceeds of the sale or mortgage thereof, for or towards all or any of the objects hereinafter specified and with a view to the promotion of the **Objects** to act as the executors of any deceased person and to accept and administer property of any kind and in any form, whether real or personal, to be held by the **Board** upon trust connected with the educational work of the Church of England or any work incidental thereto and in particular:-

- a) upon any special trusts, whether such trusts are then already in existence or are to be newly created;
- b) as bare or passive or **custodian** trustee and (if duly authorised) as a trust corporation; or
- c) upon a general trust for any of the other **Objects** and so that the **Board** may act in relation to any such trust as aforesaid, either as original trustees or as new trustees of a trust already existing, and so that in relation to any trust, other than a bare or passive or custodian trust, the **Board** may undertake and exercise all such powers and discretions, whether as to the management or administration of the property subject to the trusts or otherwise, as may be conferred under the said respective trusts, and so that in relation to any bare or passive or custodian trust the **Board** may act without undertaking the management or administration of the property, and also that in relation to any of the trusts hereinbefore referred to the **Board** may act as trustee alone or jointly with any other persons or person or body, and may resign and retire

from any such trust and may make all such applications to the courts and take all such proceedings and opinions as they may be advised.

- 2.5 to hold land and other property on trust and to act as **custodian** trustee and (if duly authorised) as a trust corporation;
- 2.6 to undertake the functions of the **Diocesan Board of Education** for the **Diocese** in accordance with the provisions of the **Measure** and of any legislation amending, supplementing or replacing the same;
- 2.7 to provide advice or information;
- 2.8 to carry out research;
- 2.9 to co-operate with other bodies;
- 2.10 to support, administer or set up other charities;
- 2.11 to accept gifts and to raise funds (but not by means of **taxable trading**);
- 2.12 to borrow money;
- 2.13 to give security for loans or other obligations (but only in accordance with the restrictions imposed by the **Charities Act**);
- 2.14 to acquire or hire property of any kind;
- 2.15 to let or dispose of property of any kind (but only in accordance with the restrictions imposed by the **Charities Act** and the **Education Acts**);
- 2.16 to make grants or loans of money, including in aid of building, enlarging or improving school buildings, with or without any security and at or free of interest and to give guarantees;
- 2.17 to receive and administer grants and subscriptions;
- 2.18 to set aside funds for special purposes or as reserves against future expenditure;
- 2.19 to deposit or invest its funds in any manner (but to invest only after obtaining such advice from a **financial expert** as the **Trustees** consider necessary and having regard to the suitability of investments and the need for diversification);
- 2.20 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 **Trustees**;
 - c) the performance of the investments is reviewed regularly with the **Trustees**;
 - d) the **Trustees** 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 **Trustees** on receipt; and
 - g) the **financial expert** must not do anything outside the powers of the **Board**;

- 2.21 to arrange for investments or other property of the **Board** to be held in the name of a **nominee company** acting under the direction of the **Trustees** or controlled by a **financial expert** acting under their instructions, and to pay any reasonable fee required;
- 2.22 to deposit documents and physical assets with any company registered or having a place of business in England or Wales as **custodian**, and to pay any reasonable fee required;
- 2.23 to insure the property of the **Board** against any foreseeable risk and take out other insurance policies to protect the **Board** when required;
- 2.24 to pay for **indemnity insurance** for the **Trustees** or any other officer of the **Board**;
- 2.25 subject to **Article 6.3**, to employ (and remunerate) paid or unpaid agents, staff or advisers;
- 2.26 to enter into contracts to provide services to or on behalf of other bodies;
- 2.27 to establish or acquire subsidiary companies to assist or act as agents for the **Board**;
- 2.28 to pay the costs of forming the **Board**;
- 2.29 to promote or oppose legislative and other measures affecting or likely to affect any of the **Objects** of work of the **Board**, or any body of persons the aid or benefit of which is within the **Objects**, and if thought desirable to join with other persons or bodies in so doing;
- 2.30 in the event of a partition or alteration of the boundaries of the **Diocese** as at present existing, to appropriate such part as the **Board** shall think fit of the property held for the general purposes of the **Board** to similar purposes within the area by such partition or alteration separated from the **Diocese** as at present existing and to make over such appropriated part to any Diocesan Board of Education of the diocese in which the area so separated is comprised, as trustee, or to any trustees as the **Board** shall think, and to declare the trusts of the property so made over. Provided that the trusts to be so declared shall, as far as may be, be of the same character except as regards the area for which they are to be administered and the body to administer the same, as the trusts and provisions applicable thereto under these presents; and
- 2.31 to do anything else within the law which promotes or helps to promote the **Objects**.

3. **The Trustees**

- 3.1 The **Trustees** as **charity trustees** have control of the **Board** and its property and funds.
- 3.2 Subject to Articles 3.4 and 3.5, the **Members** for the time being shall also be **Trustees**.

- 3.3 The **Trustees** when complete consist of at least eleven and not more than sixteen persons who being individuals are over the age of 18, all of whom must support the **Objects**.
- 3.4 A **Trustee** may not act as a **Trustee** unless:
- (1) he/she is a **Member**; and
 - (2) has signed a written declaration of willingness to act as a **charity trustee**.
- 3.5 A **Trustee's** term of office as such automatically terminates if he/she
- (1) ceases to be a **Member**;
 - (2) is disqualified under the Charities Act from acting as a **charity trustee**; or
 - (3) is, in the opinion of a qualified medical practitioner, incapable^[SN1], whether mentally or physically, of managing his/her own affairs;
 - (4) is absent from three consecutive meetings of the **Trustees** and is asked by a majority of the other **Trustees** to resign;
 - (5) resigns by written notice to the **Trustees** (but only if at least two **Trustees** will remain in office); or
 - (6) is removed by the **Members** at a general meeting under the Companies Act.
- 3.6 A member of the DBE who is suspended by the Charity Commission from acting as a charity trustee of the Board is, for the period of that suspension, suspended both as a Member and as a Trustee of the Board^[SN2].
- 3.7 A technical defect in the appointment of a **Trustee** of which the **Trustees** are unaware at the time does not invalidate decisions taken at a meeting.

4. **Trustees' proceedings**

- 4.1 The **Trustees** must hold at least three meetings each **year** and an additional meeting shall be held if at any time six or more **Members** make a request **in writing** to the **Chair** for the holding of such a meeting.
- 4.2 A quorum at a meeting of the **Trustees** is five **Trustees** of which two shall be **Members** elected by the **Diocesan Synod**.

- 4.3 A meeting of the **Trustees** may be held either in person or by suitable **electronic means** agreed by the **Trustees** in which all participants may simultaneously communicate with all the other participants but at least one meeting in each **year** must be held in person.
- 4.4 The **Chair** or (if the **Chair** is unable or unwilling to do so) some other **Trustee** appointed by the **Chair** or, failing that, some other **Trustee** chosen by the **Trustees** present presides at each meeting.
- 4.5 Except where otherwise provided by these **Articles** or the **Companies Act**, a **written resolution** (whether an **ordinary** or a **special resolution**) is as valid as an equivalent resolution passed at a general meeting. For this purpose the **written resolution** may be set out in more than one document.
- 4.6 Every **Trustee** has one vote on each issue but, in case of equality of votes, the **Chair** of the meeting has a second or casting vote.
- 4.7 A procedural defect of which the **Trustees** are unaware at the time does not invalidate decisions taken at a meeting.
- 4.8 The **Trustees** may act notwithstanding any vacancies in their number but if the number of **Trustees** is less than the number fixed as a quorum, the continuing **Trustees** may act only for the purpose of filling vacancies or of calling a general meeting.

5. **Trustees' powers**

The **Trustees** have the following powers in the administration of the **Board** in their capacity as **Trustees**:

- 5.1 to appoint honorary officers (but not **Chair** or **Secretary**) from among their number;
- 5.2 to delegate any of their functions to committees consisting of two or more individuals appointed by them. The Director of Education may not be a member of any committee, but has the right to attend and speak but not vote at any meeting of a committee^[SN3]. At least one member of every committee must be a **Trustee** and all proceedings of committees must be reported promptly to the **Trustees**;
- 5.3 to make standing orders consistent with the **Measure**, the **Scheme**, the **Articles** and the **Companies Act** to govern proceedings at general meetings;

- 5.4 to make rules consistent with the **Measure**, the **Scheme**, the **Articles** and the **Companies Act** to govern their proceedings and proceedings of committees;
- 5.5 to make regulations consistent with the **Measure**, the **Order**, the **Articles** and the **Companies Act** to govern the administration of the **Board** and the use of its seal. The **Board** may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a **Trustee** and by the **Secretary** or by a second **Trustee**;
- 5.6 to establish procedures to assist the resolution of disputes or differences within the **Board**; and
- 5.7 to exercise in their capacity as **Trustees** any powers of the **Board** which are not reserved to them in their capacity as **Members**.

6. **Benefits and Conflicts**

- 6.1 The property and funds of the **Board** must be used only for promoting the **Objects** and do not belong to the **Members** but, subject to compliance with **Article 6.4**:
 - (1) **Members** (being **Trustees**) and **Connected Persons** may be paid interest at a reasonable rate on money lent to the **Board**;
 - (2) **Members** (being **Trustees**) and **Connected Persons** may be paid a reasonable rent or hiring fee for property let or hired to the **Board**; and
 - (3) Individual **Members** (being **Trustees**) and **Connected Persons** may receive charitable benefits on the same terms as any other members of the beneficial class.
- 6.2 A **Trustee** must not receive any payment of money or other **material benefit** (whether directly or indirectly) from the **Board** except:
 - (1) as mentioned in **Articles 6.1** or **6.3**;
 - (2) reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the **Board**;
 - (3) the benefit of **indemnity insurance** as permitted by the **Charities Act**;
 - (4) an indemnity in respect of any liabilities properly incurred in running the **Board** (including the costs of a successful defence to criminal proceedings);
or

- (5) in exceptional cases, other payments or benefits (but only with the written consent of the **Commission** in advance and where required by the **Companies Act** the approval or affirmation of the **Members**).

6.3 No **Trustee** or **Connected Person** may be employed by the **Board** except in accordance with **Article 6.2(5)**, but any **Trustee** or **Connected Person** may enter into a written contract with the **Board**, as permitted by the **Charities Act**, to supply goods or services in return for a payment or other **material benefit** but only if:

- (1) the goods or services are actually required by the **Board**, and the **Trustees** decide that it is in the best interests of the **Board** to enter into such a contract; and
- (2) the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in **Article 6.4**; and
- (3) fewer than one third of the **Trustees** are subject to such a contract in any **financial year**.

6.4 Subject to **Articles 6.5 and 6.6**, any **Trustee** who becomes a **Conflicted Trustee** in relation to any matter must:

- (1) declare the nature and extent of his or her interest before discussion begins on the matter; and
- (2) withdraw from the meeting for that item after providing any information requested by the **Trustees**; and
- (3) not be counted in the quorum for that part of the meeting; and
- (4) be absent during the vote and have no vote on the matter.

6.5 When any **Trustee** is a **Conflicted Trustee**, the **Trustees** who are not **Conflicted Trustees**, if they form a quorum without counting the **Conflicted Trustee** and are satisfied that it is in the best interests of the **Board** to do so, may by resolution passed in the absence of the **Conflicted Trustee** authorise the **Conflicted Trustee**, notwithstanding any conflict of interest or duty which has arisen or may arise for the **Conflicted Trustee**, to:

- (1) continue to participate in discussions leading to the making of a decision and/or to vote; or

- (2) disclose to a third party information confidential to the **Board**; or
 - (3) take any other action not otherwise authorised which does not involve the receipt by the **Conflicted Trustee** or a **Connected Person** of any payment or **material benefit** from the **Board**; or
 - (4) refrain from taking any step required to remove the conflict.
- 6.6 [A conflict of loyalty which would or might arise as a result of a Trustee of the Board also being a director of the Board of Finance or a member of the Diocesan Synod is authorised for the purposes of Article 6.5 if :
- (1) The conflict relates only to a duty of loyalty owed to the Board of Finance or Diocesan Synod and does not involve the Trustee or a Connected Person receiving a direct or indirect benefit of any nature; and
 - (2) the Trustee declares the conflict. [SN4]
- 6.7 This **Article 6** may be amended by **special resolution** but, where the result would be to permit any **material benefit** to a **Trustee** or **Connected Person**, only with the prior **written** consent of the **Commission**.

7. Records and Accounts

- 7.1 The **Trustees** must comply with the requirements of the **Companies Act** and of the **Charities Act** as to keeping records, the audit or independent examination of accounts and the preparation and transmission to the Registrar of Companies and the **Commission** of information required by law including:
- (1) annual returns;
 - (2) annual reports; and
 - (3) annual statements of account.
- 7.2 The **Trustees** must also keep records of:
- (1) all proceedings at meetings of the **Trustees**;
 - (2) all **written resolutions**;
 - (3) all reports of committees; and
 - (4) all professional advice obtained.

- 7.3 Accounting records relating to the **Board** must be made available for inspection by any **Trustee** at any time during normal office hours.
- 7.4 A copy of the **Board's constitution** and latest available statement of account must be supplied on request to any **Trustee**. Copies of the latest accounts must also be supplied in accordance with the **Charities Act** to any other person who makes a written request and pays the **Board's** reasonable costs.
- 7.5 The **Trustees** shall also report annually to the **Diocesan Synod** on the exercise of the **Board's** functions since the last report.

8. Membership

- 8.1 The **Board** must maintain a register of **Members**.
- 8.2 The **Members** of the **Board** shall consist of:
- (1) the **Bishop**;
 - (2) two persons appointed by the **Bishop** in accordance with the provisions of Article 8.4, [at least [SN5]one of whom shall be either a suffragan bishop or a full time assistant bishop in the **Diocese** or an archdeacon of an archdeaconry in the **Diocese** or an area dean of a deanery in the **Diocese** or a canon residentiary of the cathedral of the **Diocese**; and
 - (3) not fewer than seven or more than nine persons elected by the **Diocesan Synod** in accordance with the provisions of Article 8.5 below; and
 - (4) not fewer than one person or more than four persons co-opted by the **Board**.
- 8.3 [In making an appointment or co-option or selecting candidates for election, regard must be had by the appointing co-opting or selecting body to the desirability of securing that a variety of relevant skills is available among the **Members**. [SN6]
- 8.4 Where the [Bishop appoints a Member, he or she shall give written notice of the appointment to the Diocesan Director of Education and the appointment shall take effect on the date specified in the notice or (if there is no date specified in the notice) on the date on which the Director of Education receives the notice. The appointment shall end on the date specified in the notice, (whether by way of a date, or a term of years, or the person ceasing to hold an office or appointment) or (if there is no date specified in the notice) at the end of a term of three years. Subject to Article 8.9, if the number of appointed **Members** falls below two, the **Bishop** shall appoint a **Member** or **Members** to bring the number of appointed **Members** back to two.
- 8.5 The election of the elected **Members** is to be by simple majority vote of **Diocesan Synod** and is to be conducted in the manner determined by the **Diocesan Synod** in

accordance with its standing orders. Before holding an election, the Diocesan Synod shall specify by resolution the timetable and date for the election; the manner in which it is to be conducted and the period to be served by each person who is elected (which period must not exceed three years).^[SN7]

- 8.6 ^{[In 2022, elected Members will be elected to hold office in accordance with the first scheme made by Diocesan Synod under the Measure. ^[SN8]Subsequently, the election of elected Members of the Board by Diocesan Synod shall take place every three years in the same year as, but after, the election of members of the Diocesan Synod. Those appointed shall begin to hold office on 1st January next following their election.}
- 8.7 Any casual vacancy among the elected **Members** (which expression includes the case where insufficient candidates have been nominated to fill the places available) shall be filled in such manner as may be determined by the **Diocesan Synod**. Subject to Article 8.9, if the number of elected **Members** falls below the minimum **Diocesan Synod** shall hold an election in accordance with Article 8.5 so that the number of elected Members is at least equal to the minimum.
- 8.8 All elected **Members** shall cease to hold office on the 1st January on which the newly elected **Members** begin to hold office, except that a **Member** shall be eligible for re-election on the termination of any period of office.
- 8.9 ^{[A person appointed elected or co-opted to fill a casual vacancy holds office only for the unexpired part of the term of office of the **Member** they are replacing^[SN9]. Where the unexpired part of the term of office in question is less than six months, the vacancy need not be filled as a casual vacancy, even though as a result the number of Members of the relevant type would be less than the minimum for that period not exceeding six months.}
- 8.10 ^{[A Co-opted Member is to be co-opted by majority vote of the other Members and shall serve such term of office as is specified in the resolution co-opting the Member and, if no such term is specified, shall serve a term of three years from the date of the co-option resolution. Subject ^[SN10]to Article 8.9, if the number of co-opted Members falls below the minimum the Members shall co-opt sufficient co-opted Members to bring the number of co-opted members up to or exceeding the minimum.}
- 8.11 A person who is in receipt of any remuneration as an officer or member of the staff of the **Board** shall not be eligible for **Membership** of the **Board**.
- 8.12 Every **Member** shall sign the register of **Members** or consent **in writing** to become a **Member**.
- 8.13 **Membership** is terminated if the **Member** concerned:
- (1) gives written notice of resignation to the **Director of Education** and the **Diocesan Secretary** and the resignation takes effect on the date specified in the notice (or if there is no date specified in the notice) the date on which the **Director of Education** receives the notice^[SN11];

- (2) dies;
- (3) ceases to be a **Trustee**;
- (4) ceases to be eligible for **Membership**; or
- (5) is removed by a special resolution of Members on the grounds that the membership of the Member concerned is, or is likely to be, damaging to the reputation or the charity, or otherwise detrimental to the smooth running of the charity and/or the furtherance of the charity's purposes^[SN12].

8.10 **Membership** of the **Board** is not transferable.

9. **Chair, President, and Secretary**

- 9.1 The **Bishop** shall be **Chair** of the **Board** except that, if the Bishop does not desire to be **Chair**, the **Board** after consultation with the **Bishop**, shall appoint some other **Member** of the **Board** ^[SN13] to be **Chair** of the **Board**.
- 9.2 The President of the **Board** shall be the **Bishop**.
- 9.3 The **Secretary** of the **Board** shall be the Diocesan Director of Education, who is not a Member, or a member of any committee of the Board. ^[SN14] The Trustees may appoint other officers on such terms as to remuneration or otherwise as they think fit.

10. **General Meetings**

- 10.1 **Members** are entitled to attend general meetings in person or by proxy (but only if the appointment of a proxy is **in writing** and notified to the **Secretary** before the commencement of the meeting).
- 10.2 (1) The minimum periods of notice required to hold a general meeting are:
 - (a) 21 **clear days** for an **AGM** or a general meeting called for the passing of a **special resolution**;
 - (b) 14 **clear days** for all other general meetings;
- (2) 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 at the meeting, being a majority who together hold not less than 90 percent of the total voting rights.

- (3) The notice must specify the date, time and place of the meeting and the general nature of the business to be transacted. If the meeting is to be an **AGM**, the notice must say so. The notice must also contain a statement setting out the right of members to appoint a proxy under section 324 of the Companies Act 2006.
- (4) The notice must be given to all the **Members** and to the **Trustees** and auditors, and any third party entitled to attend meeting of the **Board**.
- 10.3 There is a quorum at a general meeting if the number of **Members** present in person is at least five, of whom at least two are **Members** appointed by the **Diocesan Synod**.
- 10.4 The **Chair** presides at a general meeting or if the **Chair** is unable or unwilling to do so some other **Member** appointed by the **Chair** or, failing that, some other **Member** elected by the **Members** present in person or by proxy shall preside.
- 10.5 Except where otherwise provided by these **Articles** or the **Companies Act**, every issue is to be decided by **ordinary resolution**.
- 10.6 Every **Member** present in person or by proxy shall have one vote on each issue.
- 10.7 Except where otherwise provided by these **Articles** or the **Companies Act**, a **written resolution** (whether an **ordinary** or a **special resolution**) is as valid as an equivalent resolution passed at a general meeting. For this purpose the **written resolution** may be set out in more than one document.
- 10.8 The **Board** must hold an **AGM** in every year and not more than 15 months may elapse between the date of one **AGM** and that of the next. The **Board** shall hold at least two other meetings in each year.
- 10.9 **Members** (being **Trustees**) must annually at the **AGM**:
- (1) receive the accounts of the **Board** for the previous **financial year**;
 - (2) receive a written report on the **Board's** activities;
 - (3) appoint reporting accountants or auditors for the **Board**, and may:
 - (4) confer on any individual (with his/her consent) the honorary title of Patron, of the **Board**; and
 - (5) discuss and determine any issues of policy or deal with any other business put before them by the **Trustees**.

10.10 A general meeting may be called by the **Trustees** at any time and must be called within 21 **clear days** on a **written request** to the **Chair** from at least three **Members**.

10.11 A meeting of the Members may be held either in person or by suitable electronic means agreed by the Members in which all participants may simultaneously communicate with all the other participants. [SN15]

10.12 A technical defect in the appointment of a **Member** of which the **Members** are unaware at the time or the existence of any vacancy among the Members does not invalidate a decision taken at a general meeting or a **written resolution**.

11. **Limited Liability**

The liability of **Members** is limited.

12. **Guarantee**

Every **Member** promises, if the **Board** is dissolved while he/she remains a **Member** or within one **year** after he/she ceases to be a **Member**, to pay up to £1 towards:

- 12.1 payment of those debts and liabilities of the **Board** incurred before he/she ceased to be a **Member**;
- 12.2 payment of the costs, charges and expenses of winding up; and
- 12.3 the adjustment of rights of contributors among themselves.

13. **Communications**

13.1 Notices and other documents to be served on **Members** or **Trustees** or third parties entitled to attend meetings of the **Board** under the **Articles** or the **Companies Act** may be served:

- (1) by hand;
- (2) by post; or
- (3) by suitable **electronic means**.

13.2 The only address at which a **Member** is entitled to receive notices sent by post is an address in the UK shown in the register of **Members**.

13.3 Any notice given in accordance with these **Articles** is to be treated for all purposes as having been received:

- (1) 24 hours after being sent by **electronic means**, or delivered by hand to the relevant address;
 - (2) two **clear working days** after being sent by first class post to that address;
 - (3) three **clear working days** after being sent by second class or overseas post to that address;
 - (4) immediately on being handed to the recipient personally;
- or, if earlier,
- (5) as soon as the recipient acknowledges actual receipt.

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

14. Indemnity

- 14.1 The **Board** shall indemnify any **Trustee** or former **Trustee** against liability incurred in that capacity, to the extent permitted by law.
- 14.2 The **Board** shall indemnify any other officer of the **Board** to the extent permitted by law.

15. Dissolution

- 15.1 If the **Board** is dissolved, the assets (if any) remaining after providing for all its liabilities must be applied in one or more of the following ways:
- (1) by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the **Object**;
 - (2) directly for the **Object** or for charitable purposes which are within or similar to the **Object**; or
 - (3) in such other manner consistent with charitable status as the **Commission** approves **in writing** in advance.
- 15.2 If the **Board** is dissolved, a final report and statement of account must be sent to the **Commission**.

16. Interpretation

16.1 These **Articles** are to be interpreted without reference to the model articles under the **Companies Act**, which do not apply to the **Board**.

16.2 In these **Articles**, unless the context indicates another meaning:

‘**AGM**’ means an annual general meeting of the **Board**;

‘**Articles**’ means the Board’s Articles of Association and ‘**Article**’ refers to a particular Article;

‘**Bishop**’ means the Bishop of Derby or during a vacancy in See another bishop acting under an instrument of delegation made pursuant to section 13 or 14 of the Dioceses, Pastoral and Mission Measure 2007 or, failing that, another bishop empowered by law to exercise the Episcopal functions of the Bishop of Derby;

‘**Bishop's Council**’ means the Bishop's Council of the **Diocesan Synod**;

‘**Board**’ means the company governed by the **Articles**;

‘**Chair**’ means the chair of the **Board**;

‘**Charities Act**’ means the Charities Acts 1992 to 2011;

‘**charity trustee**’ has the meaning prescribed by the **Charities Act**;

‘**clear working day**’ does not include the day on which notice is given or the day of the meeting or other event and excludes weekends and bank holidays;

‘**Commission**’ means the Charity Commission for England and Wales or any body which replaces it;

‘**Companies Act**’ means the Companies Acts 1985 to 2006;

‘**Conflicted Trustee**’ means a **Trustee** in respect of whom a conflict of interest or loyalty arises or may reasonably arise because the **Conflicted Trustee** or a **Connected Person** is receiving or stands to receive a benefit (other than payment of a premium for **indemnity insurance**) from the **Board**, or has some separate interest or duty in a matter to be decided, or in relation to information which is confidential to the **Board**;

‘**Connected Person**’, in relation to a **Trustee**, has the meaning set out in section 188 of the Charities Act, including a ^[SN16]person with whom the **Trustee** shares a common interest such that he/she may reasonably be regarded as benefiting directly or indirectly from any **material benefit** received by that person, being either a member of the

Trustee's family or household or a person or body who is a business associate of the **Trustee**, and (for the avoidance of doubt) does not include a company with which the **Trustee's** only connection is an interest consisting of no more than 1% of the voting rights;

'constitution' means the **Memorandum** and the **Articles** and any **special resolutions** relating to them;

'custodian' means a person or body who undertakes safe custody of assets or of documents or records relating to them;

'Diocese' means the Diocese of Derby;

'Diocesan Board of Education' means that body designated under the **Measure** for the **Diocese** and any successor body;

'Diocesan Synod' means the diocesan synod of the **Diocese**;

'Education Acts' has the same meaning as the definition of "Education Acts" contained in section 578 of the Education Act 1996;

'electronic means' refers to communications addressed to specified individuals by telephone, fax or email or, in relation to meetings, by telephone conference call or video conference;

'financial expert' means an individual, company or **firm** who is authorised to give investment advice under the Financial Services and Markets Act 2000;

'financial year' means the **Board's** financial year;

'firm' includes a limited liability partnership;

'General Synod' means the general synod of the Church of England;

'indemnity insurance' means insurance against personal liability incurred by any **Trustee** for an act or omission which is or is alleged to be a breach of trust or breach of duty, unless the act or omission amounts to a criminal offence or the **Trustee** concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;

'material benefit' means a benefit, direct or indirect, which may not be financial but has a monetary value;

‘**Measure**’ means the Diocesan Boards of Education Measure 2021 (as amended);

‘**Member**’ and ‘**Membership**’ refer to company membership of the **Board**;

‘**Memorandum**’ means the **Board’s** Memorandum of Association;

‘**month**’ means calendar month;

‘**nominee company**’ means a corporate body registered or having an established place of business in England and Wales which holds title to property for another;

‘**ordinary resolution**’ means a resolution agreed by a simple majority of the **Members** present and voting at a general meeting;

‘**Objects**’ means the objects of the **Board** as defined in **Article 1**;

‘**Scheme**’ means the scheme made by Diocesan Synod under the Measure, and any updated or replacement scheme from time to time;

‘**seal**’ means the common seal of the Board if it has one;

‘**Secretary**’ means the company secretary of the **Board**;

‘**special resolution**’ means a resolution passed by a majority of not less than 75% of the **Members** present and voting at a general meeting;

‘**taxable trading**’ means carrying on a trade or business in such manner or on such a scale that some or all of the profits are subject to corporation tax;

‘**Trustee**’ means a director of the **Board** and ‘**Trustees**’ means the directors;

‘**written**’ or ‘**in writing**’ refers to a legible document on paper or a document sent by **electronic means** which is capable of being printed out on paper;

‘**written resolution**’ refers to an **ordinary resolution** or a **special resolution** which is made **in writing** and in accordance with the provisions of the Companies Acts; and

‘**year**’ means calendar year.

- 16.3 Expressions not otherwise defined herein which are defined in the **Companies Act** shall have the same meaning as is given them in the Companies Act.
- 16.4 References to an Act of Parliament are to that Act as amended or re-enacted from time to time and to any subordinate legislation made under it.