

**Special Resolution
of
Bedfordshire East Multi-Academy Trust
(Company number 07546141)
(the Company)**

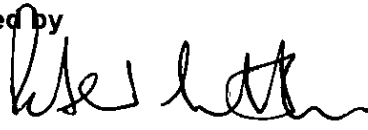
Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the Company has passed the following resolution as a special resolution

SPECIAL RESOLUTION

THAT the name of the Company be changed to Bedfordshire Schools Trust Limited

(end of Resolution)

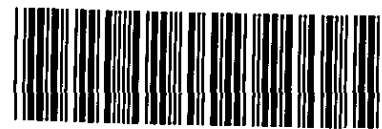
Signed by

pc. 

Director/Secretary

Date 22/7/16

WEDNESDAY



A5DK41EY
A07 17/08/2016 #286
COMPANIES HOUSE

**Written Resolution of Bedfordshire East Multi-Academy Trust
(Company number 07546141)
(the Company)
Circulated on 5th July 2016 (Circulation Date)**

WRITTEN RESOLUTION

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the following resolution is passed as a special resolution (**Resolution**)

SPECIAL RESOLUTION

I the undersigned, being a member of the Company who would at the date of this Resolution, have been entitled to vote upon it if it had been proposed at a general meeting at which I was present, do hereby in accordance with the provisions of Section 288 of the Companies Act 2006 approve the following Resolution in writing

THAT the name of the Company be changed to Bedfordshire Schools Trust Limited

(end of Resolution)



Signed by DAVID SHELVE-I

Date 6/7/16

Notes

- 1 If you agree with the Resolution, please indicate your agreement by signing and dating where indicated above and returning this document to the Company using one of the following methods
 - **By hand** delivering the signed copy to Best House, Shefford Road, Clifton, Shefford, Bedfordshire, SG17 5QS
 - **Post** returning the signed copy by post to Best House Shefford Road, Clifton, Shefford, Bedfordshire, SG17 5QS
 - **Email** by attaching a scanned copy of the signed document to an email and sending it to Gul Baust - GBaust@bemat.org.uk Please enter "Written resolution circulated on 5th July 2016" in the email subject box
- 2 A special resolution must be passed by members representing not less than 75% of the voting rights of eligible members
- 3 Please note that once you have indicated your agreement to the Resolution, you may not revoke your agreement
- 4 If you do not agree with the Resolution, you do not need to do anything If you do not reply, you will be deemed to have rejected the Resolution
- 5 This Resolution has been circulated on the Circulation Date If the Resolution is not passed by the last day of the 28 day period beginning with the Circulation Date it will lapse If you agree to the Resolution, please ensure that your agreement reaches us by the last day of the 28 day period beginning with the Circulation Date

**Written Resolution of Bedfordshire East Multi-Academy Trust
(Company number 07546141)
(the Company)
Circulated on 5th July 2016 (Circulation Date)**

WRITTEN RESOLUTION

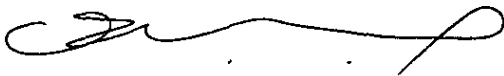
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SPECIAL RESOLUTION

I the undersigned, being a member of the Company who would at the date of this Resolution, have been entitled to vote upon it if it had been proposed at a general meeting at which I was present, do hereby in accordance with the provisions of Section 288 of the Companies Act 2006 approve the following Resolution in writing

THAT the name of the Company be changed to Bedfordshire Schools Trust Limited

(end of Resolution)



Signed by CAROLYN PEVEREUX

Date 17th July 2016

**Written Resolution of Bedfordshire East Multi-Academy Trust
(Company number 07546141)
(the Company)
Circulated on 5th July 2016 (Circulation Date)**

WRITTEN RESOLUTION


Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the following resolution is passed as a special resolution (**Resolution**)

SPECIAL RESOLUTION

I the undersigned, being a member of the Company who would at the date of this Resolution, have been entitled to vote upon it if it had been proposed at a general meeting at which I was present, do hereby in accordance with the provisions of Section 288 of the Companies Act 2006 approve the following Resolution in writing

THAT the name of the Company be changed to Bedfordshire Schools Trust Limited

(end of Resolution)



Signed by PETER LITTLE

Date 5/7/16

Notes

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 - **By hand** delivering the signed copy to Best House, Shefford Road, Clifton, Shefford, Bedfordshire, SG17 5QS
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Bedfordshire East Schools Trust Limited

(the Trust)

Company number 06865093

Application to become a member

Bedfordshire Schools Trust Limited consents to become a member of the Trust and to be bound by the provisions of its Articles of Association

Signed on behalf of Bedfordshire East Multi-Academy Trust by

PC [Handwritten Signature]

Authorised signatory


Date: 5/7/16

Written Resolution of Bedfordshire East Schools Trust
(Company number 6865093)
(the Company)
Circulated on 13th July 2016 (Circulation Date)

WRITTEN RESOLUTION

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the following resolution is passed as a special resolution (**Resolution**)

SPECIAL RESOLUTION

I the undersigned, being a member of the Company who would at the date of this Resolution, have been entitled to vote upon it if it had been proposed at a general meeting ~~at which I was present~~, do hereby in accordance with the provisions of Section 288 of the Companies Act 2006 approve the following Resolution in writing 

"That the Company's existing Articles of Association be deleted in their entirety and that the Articles of Association attached to this Resolution be adopted as the Articles of Association of the Company "

(end of Resolution)

ROBERT ROBSON

Signed by



Date

13th JULY 2016

To The Trustees of Bedfordshire East Schools Trust Limited

I write to inform you that I wish to resign my membership of the Trust with immediate effect



Robert Robson

Date 13th JULY 2016

Appendix
Resolutions

Resolutions for BEMAT board

- 1 The Board RESOLVES to take all necessary steps required to enable Bedfordshire East Schools Trust Limited (BEST) to become a subsidiary of the company, including but limited to
 - applying to become a member of BEST, and
 - appointing directors to BEST's board of directors
- 2 The Board RESOLVES to approve the change of the company's name to Bedfordshire Schools Trust Limited and to circulate a written resolution to change the company's name to the company's members

Resolutions for BEST Board

- 1 The Board RESOLVES to approve the Company's proposed new Articles of Association and to circulate the following written resolution to the members in order that they may vote to determine whether or not they should be adopted as the Articles of Association of the Company

"That the Company's existing Articles of Association be deleted in their entirety and that the Articles of Association attached to this Resolution be adopted as the Articles of Association of the Company "
- 2 The Board RESOLVES to approve Bedfordshire Schools Trust Limited's application to become a member of the Company with immediate effect

Written Resolution for BEST

- 1 That the Company's existing Articles of Association be deleted in their entirety and that the Articles of Association attached to this Resolution be adopted as the Articles of Association of the Company

**Special Resolution
of
Bedfordshire East Schools Trust Limited
(Company number 06865093)
(the Company)**

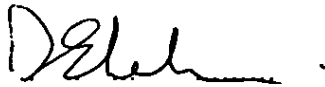
At the General Meeting of the Company held on 13th July 2016 the following resolution was passed as a special resolution

SPECIAL RESOLUTION

That the Company's existing Articles of Association be deleted in their entirety and that the Articles of Association attached to this Resolution and be adopted as the Articles of Association of the Company

(end of Resolution)

Signed by



Director/Secretary

Date 13-7-2016

ARTICLES OF ASSOCIATION

BEDFORDSHIRE EAST SCHOOLS TRUST LIMITED

COMPANIES ACT 2006
COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION
OF
BEDFORDSHIRE EAST SCHOOLS TRUST LIMITED

1 Name

The name of the Trust is Bedfordshire East Schools Trust ("the Trust")

2 Registered Office

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

3 Object

The Object of the Trust is to advance the education of the pupils at the Schools, to advance the education of other members of the community, and otherwise to benefit the community

4 Powers

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

4 1 to acquire or hire and hold property of any kind, including the acquisition of freehold or leasehold property to be held by the Trust (either alone or jointly with any other person) in trust for the purpose of the Schools,

4 2 to develop, improve, let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act and any restrictions imposed by the Education Acts),

4 3 to act as the trustee of any trust relating the Schools,

4 4 to raise funds (but not by means of taxable trading),

4 5 to borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Act and any restrictions imposed by the Education Acts),

- 4 6 to employ staff,
- 4 7 to pay remuneration and allowances to any person, and to make arrangements for providing, or securing the provision of pensions or gratuities (including those payable by way of compensation for loss of employment or loss or reduction of pay),
- 4 8 to promote or carry out research,
- 4 9 to provide advice,
- 4 10 to publish or distribute information,
- 4 11 to support, administer or set up other charities,
- 4 12 to make grants or loans of money and to give guarantees,
- 4 13 to set aside funds for special purposes or as reserves against future expenditure,
- 4 14 to pay for indemnity insurance for the Trustees,
- 4 15 subject to Article 5, to employ paid or unpaid agents, staff or advisers,
- 4 16 to enter into contracts to provide services to or on behalf of other bodies,
- 4 17 to establish or acquire subsidiary companies to assist or act as agents for the Trust,
- 4 18 to pay the costs of forming the Trust, and
- 4 19 to do anything else within the law which promotes or helps to promote the Objects

5 Benefits to Members and Trustees

- 5 1 The property and funds of the Trust must be used only for promoting the Objects and cannot be distributed to the members but
 - 5 1 1 members who are not Trustees may be employed by or enter into contracts with the Trust and receive reasonable payment for goods or services supplied,
 - 5 1 2 members (including Trustees) may be paid interest at a reasonable rate on money lent to the Trust, and
 - 5 1 3 members (including Trustees) may be paid a reasonable rent or hiring fee for property or equipment let or hired to the Trust
- 5 2 A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Trust except
 - 5 2 1 as mentioned in articles 4 14 (indemnity insurance), 5 1 2 (interest), 5 1 3 (rent) or 5 3 (contractual payments),

- 5 2 2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in the administration of the Trust,
- 5 2 3 an indemnity permitted by sections 232 to 234 inclusive of the Companies Act,
- 5 2 4 the benefit of any payment to any Trust in which a Trustee has no more than a 1 per cent shareholding, and
- 5 2 5 in exceptional cases, other payments or benefits (but only with the written approval of the Commission in advance)
- 5 3 A Trustee may not be an employee of the Trust, but a Trustee or a connected person may enter into a contract with the Trust to supply goods or services in return for a payment or other material benefit if *other than the necessary Manager*
 - 5 3 1 the goods or services are actually required by the Trust,
 - 5 3 2 the nature and level of the benefit is no more than reasonable in relation to the value of the goods or services and is set at a meeting of the Trustees in accordance with the procedure in Article 5 4, and
 - 5 3 3 provided that the Trust may not enter into such a contract at any time when the effect of such contract would be that more than one third of the Trustees are or have been interested in such a contract in that financial year
- 5 4 Whenever a Trustee has a personal interest in a matter to be discussed at a meeting of the Trustees or a committee, they must
 - 5 4 1 declare an interest before the meeting or at the meeting before discussion begins on the matter,
 - 5 4 2 be absent from the meeting for that item unless expressly invited to remain in order to provide information,
 - 5 4 3 not be counted in the quorum for that part of the meeting, and
 - 5 4 4 be absent during the vote and have no vote on the matter

6 Limited Liability

The liability of members is limited

7 **Guarantee**

Every member promises, if the Trust is wound up while they remain a member, or within 12 months afterwards, to pay up to £1 towards the costs of winding up, towards adjusting the rights of the contributories amongst themselves and towards discharging the liabilities incurred by the Trust while they were a member

8 **Dissolution**

8 1 If the Trust is dissolved and subject always to the provisions of the Education Acts (insofar as those provisions do not require the application of the assets of the Trust for purposes which are not charitable), the assets (if any) remaining after provision has been made for all its liabilities must be applied in one or more of the following ways

8 1 1 by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects,

8 1 2 directly for the Objects or for charitable purposes which are within or similar to the Objects,

8 1 3 in such other manner consistent with charitable status as the Commission approve in writing in advance

8 2 A final report and statement of account must be sent to the Commission

9 **Membership**

9 1 The Trust must maintain a register of members

9 2 The Members of the Trust shall be

9 2 1 the Parent, and

9 2 2 any other persons that the Parent may from time to time appoint

who consent in writing to become a member and to be bound by the provisions of these Articles of Association, either personally or (in the case of an organisation) through an authorised representative, by completing an application to become a member in a form to be specified by the Trustees

9 3 Save in relation to the Parent whose membership may not be terminated, membership is terminated if the member concerned

9 3 1 gives written notice of resignation to the Trust,

9 3 2 dies or (in the case of an organisation) ceases to exist,

9 3 3 ceases to be entitled to be a member under these Articles of Association,
9 3 4 is removed from membership by the Parent, or

9 3 5 is removed from membership by resolution of the Trustees on the ground that in their reasonable opinion the member's continued membership is harmful to the Trust. The Trustees may only pass such a resolution after notifying the member in writing and considering the matter in the light of any written representations which the member concerned puts forward within 14 clear days after receiving notice

9 4 Membership of the Trust is not transferable

10 General Meetings

10 1 Members are entitled to attend general meetings either personally or (in the case of a member organisation) by an authorised representative. General meetings are called on at least 14 clear days' written notice specifying the business to be discussed.

10 2 There is a quorum at a general meeting if the authorised representative of the Parent is present.

10 3 The Chair or (if the Chair is unable or unwilling to do so) some other member elected by those present presides at a general meeting.

10 4 Except where otherwise provided by the Companies Act or the Education Acts, every issue is decided by a majority of the votes cast.

10 5 Every member present in person or through an authorised representative has one vote on each issue.

10 6 A written resolution signed by such number of members as would have been required had the resolution been proposed at a general meeting is as valid as a resolution actually passed at a general meeting. For this purpose the written resolution may be set out in more than one document and will be treated as passed on the date of the last signature.

10 7 The Trust must hold an AGM in every year.

10 8 At an AGM the members

10 8 1 receive the accounts of the Trust for the previous financial year,

10 8 2 receive the Trustees' report on the Trust's activities since the previous AGM,

10 8 3 appoint auditors for the Trust (if the Trust's accounts are required to be audited), and

10 8 4 may discuss and determine any issues of policy or deal with any other business put before them by the Trustees.

10 9 Any general meeting which is not an AGM is a GM.

10 10 A GM may be called at any time by the Trustees and must be called within 14 clear days on a written request from at least two members.

11 The Trustees

11 1 The Trustees as charity trustees have control of the Trust and its property and funds.

11 2 The number of Trustees shall not be less than two, but (unless otherwise determined by ordinary resolution) shall not be subject to any maximum.

11 3 The Trustees shall be appointed by the Parent through such process as it shall determine.

11 4 Every Trustee must sign

11 4 1 a declaration of willingness to act as a Trustee of the Trust, and

11 4 2 a declaration confirming that they are not disqualified from acting as a charity trustee under the Education Acts,

before they may vote at any meeting of the Trustees

11 5 Any body entitled to appoint a Trustee may at any time remove Trustees it has appointed from office. If a Trustee shall die or be removed from or vacate office for any cause, then the body which appointed or removed that Trustee shall be entitled to appoint another person as a Trustee

11 6 Any removal or appointment of a Trustee pursuant to Article 11 5 shall be in writing, signed by or on behalf of the relevant body and sent to the Trust at its registered office, marked for the attention of the secretary or delivered to a duly constituted meeting of the Trustees of the Trust. Any such appointment or removal shall take effect as at the time of such lodgement or delivery or at such later time as shall be specified in such notice

11 7 A Trustee's term of office automatically terminates if they

11 7 1 are removed from office by notice in writing from the Parent,
11 7 2 are disqualified under the Charities Act from acting as a charity trustee,

11 7 3 are removed as, or disqualified from acting as, a charity trustee under the Education Acts or are otherwise prohibited by law from being a charity trustee or a Trustee,

11 7 4 are incapable, whether mentally or physically, of managing their own affairs,

11 7 5 are absent from three consecutive meetings of the Trustees and are asked by a majority of the other Trustees (including the Parent) to resign, or

11 7 6 resign by written notice to the Trustees (but only if at least two Trustees will remain in office),

11 8 The Trustees may at any time co-opt any individual who is qualified to be appointed as a Trustee as an additional Trustee, but a co-opted Trustee holds office only until the next AGM

11 9 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

12 **Trustees' proceedings**

12 1 The Trustees must hold at least two meetings each year

12 2 A quorum at a meeting of the Trustees is not less than three Trustees

12 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 communicate with all the other participants

12 4 The Chair or (if the Chair is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting

- 12 5 Every issue may be determined by a simple majority of the votes cast at a meeting, but a written resolution signed by all the Trustees is as valid as a resolution passed at a meeting For this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature
- 12 6 Except for the chair of the meeting, who has a casting vote, every Trustee has one vote on each issue
- 12 7 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting

13 **Trustees' powers**

The Trustees have the following powers in the administration of the Trust

- 13 1 To appoint (and remove) any person (who may be a Trustee) to act as Secretary in accordance with the Companies Act
- 13 2 Each year at the first meeting after the Annual General Meeting to appoint a Chair from among their number
- 13 3 To make rules consistent with the Articles and the Companies Act to govern their proceedings and proceedings at general meetings
- 13 4 To make regulations consistent with the Articles and the Companies Act to govern the administration of the Trust and the use of its seal (if any)
- 13 5 To establish procedures to assist the resolution of disputes or differences within the Trust
- 13 6 To exercise any powers of the Trust which are not reserved to a general meeting

14 **Records and Accounts**

- 14 1 The Trustees must comply with the requirements of the Companies Act and of the Charities Act as to keeping financial records, the audit or other scrutiny of accounts and the preparation and transmission to the Registrar of Companies and the Commission of
 - 1 1 1 annual returns,
 - 1 1 2 confirmation statements,
 - 1 1 3 annual reports, and
 - 1 1 4 annual statements of account
- 14 2 The Trustees must keep proper records of
 - 1 1 5 all proceedings at general meetings,
 - 1 1 6 all proceedings at meetings of the Trustees,
 - 1 1 7 all reports of committees, and

1 1 8 all professional advice obtained

14 3 Accounting records relating to the Trust must be made available for inspection by any Trustee at any time during normal office hours and may be made available for inspection by members who are not Trustees if the Trustees so decide

14 4 A copy of the Trust's latest available statement of account must be supplied on request to any Trustee or member. A copy must also be supplied, within two months, to any other person who makes a written request and pays the Trust's reasonable costs

15 Notices

15 1 Notices under the Articles may be sent by hand, by post or by suitable electronic means

15 2 The only address at which a member is entitled to receive notices sent by post is an address shown in the register of members

15 3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received

1 1 9 24 hours after being sent by electronic means or delivered by hand to the relevant address,

1 1 10 two clear days after being sent by first class post to that address,

1 1 11 three clear days after being sent by second class or overseas post to that address,

1 1 12 on the date of publication of a newspaper containing the notice,

1 1 13 on being handed to the member (or, in the case of a member organisation, its authorised representative) personally, or, if earlier,

1 1 14 as soon as the member acknowledges actual receipt

15 4 A technical defect in the giving of notice of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting

16 Indemnity

Subject to the provisions of the Education Acts, the Trust may indemnify any Trustee, Auditor, Reporting Accountant, Independent Examiner or other officer of the Charity against liability incurred by them in that capacity, in the case of a Trustee, to the extent permitted by section 232 of the Companies Act or, in the case of an Auditor, to the extent permitted by sections 532 and 533 of the Companies Act

17 Interpretation

17 1 In the Articles, unless the context indicates another meaning

'AGM' means an annual general meeting of the Trust,

'the Articles' means the Trust's articles of association,

'authorised representative' means an individual who is authorised by a member organisation to act on its behalf at meetings of the Trust and whose name is given to the Secretary,

'Chair' means the chair of the Trustees,

'the Charities Act' means the Charities Act 1993;

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

'clear day' means 24 hours from midnight following the relevant event,

'the Commission' means the Charity Commissioners for England and Wales,

'the Companies Act' means the Companies Act 2006 ,

'connected person' means any spouse, partner, parent, child, brother, sister, grandparent or grandchild of a Trustee, any firm of which a Trustee is a member or employee, and any Trust of which a Trustee is a Trustee, employee or shareholder having a beneficial interest in more than 1 per cent of the share capital,

'Education Acts' means the Education Acts as defined in Section 578 of the Education Act 1996 and includes any regulations made under the Education Acts,

'financial year' means the Trust's financial year,

'firm' includes a limited liability partnership,

'GM' means a general meeting of the Trust,

'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, but subject to the limitations specified in section 73F(2) Charities Act,

'material benefit' means a benefit which may not be financial but has a monetary value,

'member' and 'membership' refer to Trust membership of the Trust,

'month' means calendar month,

'the Objects' means the Objects of the Trust as defined in Article 3,

'ordinary resolution' means a resolution which is passed by a majority of the members,

'Parent' means Bedfordshire Schools Trust Limited, company number 7546141,

'Schools' means the schools (including academies and nurseries) operated by the Parent,

'Secretary' means the secretary of the Trust,

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

'the Trust' means the Trust governed by the Articles,

'Trustee' means a Trustee of the Trust and 'Trustees' means the Trustees,

'written' or 'in writing' refers to a legible document on paper including a fax message,

'year' means calendar year

17 2 Expressions defined in the Companies Act have the same meaning

17 3 References to an Act of Parliament are to that Act as amended or re-enacted from time to time and to any subordinate legislation made under it