

DRAFTING NOTE: This set contains marginal comments explaining some of the issues and thinking behind the key drafting changes particularly in the light of feedback to the Governance Review Committee from some in-house lawyers at Member Authorities

COMPANIES ACT 2006

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

NEW ARTICLES OF ASSOCIATION

OF

SOUTH WEST GRID FOR LEARNING TRUST

COMPANY NUMBER: 05589479

1. In these Articles:

"SWGFL TRUST" means the company registered at Companies House in England and Wales under company number 05589479 which as at the date of adoption of these Articles is called the South West Grid for Learning Trust being regulated by these Articles;

"Advisory Group" means an advisory group established under Article 39.4 of these Articles;

"Act" means the Companies Acts as defined in section 2 of the Companies Act 2006 including any statutory modification or re-enactment thereof for the time being in force;

"Articles" means these Articles of Association of SWGFL Trust;

"Clear Days" means in relation to the period of a notice required to be given under these Articles the period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;

"Chief Executive" means the natural person appointed by and holding office under the direction of the Board of Directors under Article 43;

"Council" means the local authorities who are Members of SWGFL Trust as at the date of adoption of these Articles or any other of the local authorities, listed in a resolution of the Members as being a Council for the purposes of these Articles;

"Director" means a director of SWGFL Trust and includes any person occupying the position of director by whatever name called;

"Board of Directors" means the board of Directors of SWGFL Trust described in Article 37;

"Local Authority Associate" means any person associated with a local authority for the purposes of Section 69 of the Local Government and Housing Act 1989 and any regulations and orders made thereunder;

"Member" means any person or organisation admitted to be a member of SWGFL Trust who has not ceased to be a member in accordance with these Articles ;

"Objects" means the objects from time to time of SWGFL Trust set out in Article 3 of these Articles;

"Primary Area of Benefit" means the administrative area of the Councils that constitute the Members at the date of adoption of these Articles or of any future Member admitted to Membership under Article 8.2 or such other administrative area or areas as the Members shall from time to time determine;

"Public Body" means a person that is a public body under the Local Authorities (Goods and Services) Act 1970;

"Seal" means the common seal of SWGFL Trust if it has one;

"Secretary" means the company secretary of SWGFL Trust appointed under Article 46 or any other person appointed to perform the duties of the secretary of SWGFL Trust, including any joint, assistant or deputy secretary;

"United Kingdom" means Great Britain and Northern Ireland.

1.1. Unless the context otherwise requires:

1.1.1. words importing any gender only shall include all genders;

1.1.2. references to persons shall include natural persons and corporations whatever their mode and place of incorporation;

- 1.1.3. references to any Council, local authority, local education authority or children's services directorate shall where applicable include a reference to any statutory successors to its statutory functions which has taken over all or some of its functions or responsibilities.
- 1.2. Subject as set out in this Article 1, words or expressions contained in these Articles shall, unless the context otherwise requires, bear the same meaning as in the Act.
2. The Company's name is SOUTH WEST GRID FOR LEARNING TRUST.
 - 2.1. SWGFL Trust's registered office is to be situated in England and Wales.
3. SWGFL Trust's objects ("the Objects") are:

The advancement of education and/or the advancement of health and the saving of lives, in each case for solely charitable purposes by any means through or otherwise relating to the effective and/or safe use of information and communication technologies (including but not limited to the provision of broadband connectivity; e-Learning facilities; education materials; information and knowhow on the effective use of information and communication technologies by educational establishments; information and knowhow relating to e-Safety issues and relating to information and communication technologies which advance education and/or safeguard health and the saving of lives) for the benefit of the public in the UK or any part of the world.
4. In furtherance of and as part of the Objects and to the extent the Directors shall from time to time determine SWGFL Trust:
 - 4.1. may for the beneficiaries in the area of benefit referred to in Article 3;
 - 4.1.1. promote and encourage the achievement of high standards in beneficiary organisations and high student attainment,
 - 4.1.2. provide beneficiaries and their tutors with expert advice and assistance in ICT and its use within education,
 - 4.1.3. promote and encourage the exchange of information and services,
 - 4.1.4. promote cost effective and sustainable broadband connectivity, particularly but not exclusively to education services,
 - 4.1.5. foster and promote the formation and operation of any consultative,

advisory, or other committees, whether of a national, international, regional or local nature, which in the opinion of the Board of Directors may be of assistance to the aforementioned beneficiaries, and to participate in the work of any such committees,

- 4.1.6. provide, and otherwise foster support and assist, educational services,
- 4.1.7. support and assist in the implementation of any national, international, regional or local scheme for the development of the use of Information and Communication Technologies which in the opinion of SWGFL Trust may be of public benefit,
- 4.1.8. foster, support and assist in strategic development at national, international, regional or local level,
- 4.1.9. procure to be prepared, printed, published, issued and disseminated any programme, recording, pamphlet, periodical, book, document or other work and to fix, make and receive fees, royalties and other charges therefore,
- 4.1.10. hold exhibitions, meetings, seminars, conferences, displays, courses and other activities either alone or with others and to fix, make and receive fees and other charges in respect of any such services,
- 4.1.11. provide advice as a consultancy and to fix, make and receive fees and other charges in respect of such service,
- 4.1.12. purchase or otherwise acquire equipment including computer hardware and software, furniture, fixtures, fittings and all other effects of every description and to register and apply to register and otherwise protect intellectual property rights of any kind including without limitation any patents, rights, copyrights, and to grant and or take licences of the same,
- 4.1.13. issue appeals, hold meetings and take such other steps as may be required for the purpose of applying for and procuring contributions to the funds of SWGFL Trust,
- 4.1.14. support innovation in and commitment to information and communications technology based service delivery and access,

- 4.1.15. conduct research into and concerning furtherance by SWGFL Trust of the Objects and publish the results, and
- 4.1.16. promote and disseminate knowledge of and by use of information and communications technology,
- 4.2. shall work as a regional agency within the Primary Area of Benefit principally, but not exclusively, for and with;
 - 4.2.1. local authority education services,
 - 4.2.2. schools,
 - 4.2.3. academies,
 - 4.2.4. providers of early years, infant, junior, secondary, further, higher and continuing education and life long learning services,
 - 4.2.5. other agencies and organisations in the public and charitable Sectors,
 - 4.2.6. government departments and agencies, particularly but not exclusively, the Department for Education, Department for Business, Innovation and Skills, Office of Government Commerce and any body promoted by one or more of them, and
 - 4.2.7. such other persons, including commercial concerns, as the Members shall from time to time approve,
- 4.3. will seek to secure for beneficiaries best value access to;
 - 4.3.1. telecommunications infrastructure,
 - 4.3.2. computer hardware,
 - 4.3.3. computer software,
 - 4.3.4. online educational materials, and
 - 4.3.5. training and support materials and services.
- 4.4. shall ensure that the essential part of its activities in furtherance of the above Objects, shall be principally undertaken for those beneficiaries who the Members in

the Primary Area of Benefit are obliged or empowered by law to serve. Nothing in this Article 4.4 shall prevent SWGFL Trust from undertaking activities which are not principally undertaken for those beneficiaries who the Members in the Primary Area of Benefit are obliged or empowered by law to serve provided always that such activities are within its Objects and powers but are only of marginal significance in comparison to those that are undertaken for those beneficiaries who the Members in the Primary Area of Benefit are obliged or empowered by law to serve.

5. In furtherance of the Objects but not otherwise SWGFL Trust may exercise the following powers:
 - 5.1. to issue bills, cheques and other instruments and to operate bank accounts in the name of SWGFL Trust;
 - 5.2. to raise funds and to invite and receive contributions and to receive gifts subject to special trusts within the Objects, without prejudice to SWGFL Trust having the right to refuse as it sees fit any gift, contribution, legacy or bequest and provided that in raising funds by way of gift SWGFL 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 change or otherwise dispose of property, and to borrow money whether upon security or otherwise;
 - 5.4. to invest any monies not for the time being required for SWGFL Trust's general purposes or with a view to meeting long term commitments or requirements and to hold (either in nominee names or otherwise) sell or otherwise deal in such investments (either under discretionary investment management arrangements or otherwise) and generally to do all things which are in SWGFL Trust's best interests or which are calculated directly or indirectly to protect, enhance the value of, or use most efficiently SWGFL Trust's assets or resources;
 - 5.5. subject to Article 6 below and any other provision of the Articles of SWGFL Trust, to accept, agree or contract for the services, service, assistance or contributions of any person or organisation upon such terms as SWGFL Trust may see fit including the provisions of remuneration, indemnities, reimbursement of expenses, insurance and reasonable working conditions, and to provide reasonable terms of employment including benefits for past employees and the dependants of employees;

- 5.6. to pay out of the funds of SWGFL Trust the cost of any premium in respect of insurance or indemnities to cover the liability of the Directors, officers, employees, secondees or auditors of SWGFL Trust (or any of them) which by virtue of any rule of law would otherwise attach to them or any of them in respect of any negligence, default, breach of duty or breach of trust of which they may be guilty in relation to SWGFL Trust, provided that any such insurance shall not provide cover for any Director against any claim arising from any act or omission which that Director knew was a breach of trust or fiduciary duty or which was committed by that Director in reckless disregard of whether it was a breach of trust or not;
- 5.7. to establish or support by any means including the making of loans to any trusts, associations, corporations or institutions formed for all or any of the Objects;
- 5.8. to co-operate with schools, academies and colleges of further education, universities and university colleges, charities, voluntary bodies and statutory authorities operating in furtherance of the Objects or any of them or similar charitable purposes and to assist them and exchange information and advice with them;
- 5.9. to pay out of the funds of SWGFL Trust the costs, charges and expenses of and incidental to the formation and registration of SWGFL Trust;
- 5.10. to make charges, including nominal or no charges, in respect of any of the activities of the SWGFL Trust;
- 5.11. to subscribe for, take, purchase, or otherwise acquire and hold shares, stock or other interests in or obligations of any other company or corporation; and
- 5.12. to do all such other lawful things as are necessary for the furtherance or achievement of the Objects.
6. The income and property of SWGFL 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 SWGFL Trust, and subject to Articles 6.7 and 6.8 no Director shall be appointed to any office of SWGFL Trust paid by salary or fees or receive any remuneration or other benefit in money or money's worth from SWGFL Trust, provided that nothing in this document shall prevent any payment in good faith by SWGFL Trust:
 - 6.1. of the usual professional charges for business done by any Director who is a solicitor, accountant or other person engaged in a profession, or by any business

partner of any Director, when instructed by SWGFL Trust to act in a professional capacity on its behalf, provided that at no time shall a majority of the Directors benefit under this provision and that a Director shall withdraw from any meeting at which their appointment or remuneration or that of their business partner, is under discussion;

- 6.2. of reasonable and proper remuneration for any services rendered to SWGFL Trust by any officer or servant of SWGFL Trust or individual seconded to SWGFL Trust by a Member who is not a Director;
- 6.3. of interest on money lent by any member or Director of SWGFL Trust at a reasonable and proper rate per annum not exceeding a figure less than the published base lending rate of a clearing bank both to be selected unanimously by the Members;
- 6.4. of fees, remuneration or other benefit in money or money's worth to either any unlisted company registered under the Companies Acts 1948, 1985 or 2006 of which a Director or office holder or employee of a Member may also be a member holding not more than 1/100th part of the issued capital of that company or to any company with a full listing on the London Stock Exchange or other exchange of similar standing provided that such membership is disclosed to SWGFL Trust, the relevant contractual terms are fully disclosed to the Members and the Members unanimously agree subject to such terms as they may from time to time require;
- 6.5. of reasonable and proper rent for premises demised or let by any Member of SWGFL Trust or a Director;
- 6.6. of reasonable and proper premiums in respect of indemnity insurance effected in accordance with Articles 5.5 and 5.6;
- 6.7. to any Director of reasonable out of pocket expenses;
- 6.8. of salary, fees, remuneration or other emoluments or benefits in money or money's worth to the Chief Executive (if that person holds office as a Director of SWGFL Trust) provided always that the Board of Directors (excluding the Chief Executive for the purpose of this Article) shall have first approved such payments as part of the Chief Executive's salary, fees, remuneration or other emoluments or benefits in money or money's worth in return for his or her services as Chief Executive of SWGFL Trust

7. The liability of the Members of SWGFL Trust is limited.
 - 7.1. Every Member of SWGFL Trust undertakes to contribute such amount or thing as may be required (to a value not exceeding £1) to SWGFL Trust's assets if it should be wound up whilst a Member or within one year after ceasing to be a Member, for payment of SWGFL Trust's debts and liabilities contracted before cessation of membership and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributors among themselves.
 - 7.2. If SWGFL Trust is wound up or dissolved and after all its debts and liabilities have been satisfied there remains any property it shall not be paid to or distributed among the Members of SWGFL Trust, but shall be given or transferred to some person or persons having objects similar to or which encompass the Objects and which prohibit the distribution of assets and income and is or are by law prohibited from such distributions to an extent at least as great as imposed on SWGFL Trust by Article 6 above, chosen by the Members of SWGFL Trust at or before the time of dissolution and if that cannot be done then to some other object of public benefit.
 - 7.3. Subject to any consent of the Charity Commissioners required by law, these Articles shall not be altered or varied other than in accordance with Article 15. No business shall be undertaken by SWGFL Trust other than in the furtherance of the Objects and SWGFL Trust shall neither borrow monies nor enter into commitments in excess of the funds, which SWGFL Trust has to repay such monies or meet such commitments.
 - 7.4. SWGFL Trust shall not guarantee the liabilities of or indemnify any person save as provided for specifically by Article 63 of these Articles and then only to the extent necessary to enable proper furtherance of the Objects.

8. Becoming and Remaining a Member

- 8.1. Only persons or organisations admitted to Membership:
 - 8.1.1. prior to the date of adoption of these Articles; or
 - 8.1.2. after the date of adoption of these Articles who fulfil the criteria in Article 8.2 and any rules or bye laws made under Article 66 from time to time shall be entitled to be Members of SWGFL Trust.

- 8.2. No person, shall be admitted a Member of SWGFL Trust unless:
- 8.2.1. their application for Membership is approved by all the Members; and
 - 8.2.2. the proposed Member is a Public Body.
- 8.3. Unless the Members in general meeting or the Board of Directors shall make other provision pursuant to rules or bye laws made under Article 66 and subject always to Article 8.4, the Directors may in their absolute discretion permit any Member of SWGFL Trust to retire as a Member, provided that after such retirement the number of Members is not less than one
- 8.4. No Member, except the subscriber, may retire except;
- 8.4.1. by giving notice which shall be at least one year and not more than two years and which shall expire on the first date available as shall be determined by SWGFL Trust acting reasonably as being least inconvenient for SWGFL Trust and the continuing Members taking into account service delivery and business finances, and
 - 8.4.2. on agreeing to pay such sum or sums or provide such indemnities as SWGFL Trust determines acting reasonably will be the least sum, sums or the least indemnity necessary to leave SWGFL Trust and the continuing Members harmless consequent on the retirement of the Member.
- 8.5. No person shall be admitted to or remain in Membership if at that time a Council that is a Member objects to a person that is not a Council being admitted or remaining in Membership.

Annual General Meetings of the Membership

9. SWGFL Trust shall hold an Annual General Meeting of its Members each year in addition to any other meetings in that year and shall specify the meeting as the annual general meeting in the notices calling it.
10. Not more than 15 months shall elapse between the date of one Annual General Meeting of SWGFL Trust and that of the next. The Annual General Meeting shall be held at such times and places as the Board of Directors shall appoint and shall include on its agenda the following matters to be considered by the Membership:
- 10.1. a report on the mix of skills and experience of the Board of Directors as a whole that

existed in the previous year having regard to Articles 29 and 30 and time at the Annual General Meeting for the Members to consider whether it be desirable to seek to adjust the same in all the circumstances including having regard to the present and future needs of and circumstances facing the Trust;

- 10.2. the composition of any ad hoc groupings of Members that may have been formed by any of the Members from time to time for the purpose of nominating any person to be a Director falling within the criteria set out in Article 29.1 and whether or not alternative groupings or arrangements are desirable for the future.

Extraordinary General Meetings of the Membership

11. All general meetings other than annual general meetings shall be called Extraordinary General Meetings.

Convening General Meetings

12. The following persons may convene general meetings:
 - 12.1. the Board of Directors by its own resolution ;
 - 12.2. the Board of Directors on the requisition of Members pursuant to the provisions of the Act; or
 - 12.3. the Board of Directors on the requisition of any Member (whether or not that Member has appointed a person to hold office as a Director of SWGFL Trust).
13. Following the passing of a resolution under Article 12.1 or a requisition under Article 12.2 or 12.3 the Board shall comply with its obligations under the Act and this Article 13 and shall proceed immediately to convene an Extraordinary General Meeting giving notice of the same in accordance with these Articles for a date which is in any case not later than 49 Clear Days after receipt of the requisition or resolution. If there are not within the United Kingdom sufficient Directors to convene a general meeting, any Director or any Member of SWGFL Trust may convene a general meeting.

Notice of General Meetings

14. An Annual General Meeting and an Extraordinary General Meeting called for the passing of a special resolution or a resolution appointing a person as a Director shall

be called by at least 21 Clear Days' notice. All other Extraordinary General Meetings shall be called by at least 14 Clear Days notice but a general meeting may be called by shorter notice if it is so agreed:

- 14.1. in the case of an Annual General Meeting, by all the Members entitled to attend and vote; and
- 14.2. in the case of any other meeting by a majority in number of Members having a right to attend and vote, being a majority together holding not less than 80 per cent of the total voting rights at the meeting of all the Members.
- 14.3. The notice convening any meeting of the Members shall specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an Annual General Meeting, shall specify the meeting as such. The notice shall be given to all the Members and to the Directors and the auditors of SWGFL Trust.
15. The accidental omission to give notice of a meeting to, or the non receipt of notice of a meeting, by any person entitled to receive notice shall not invalidate the proceedings at that meeting.

Proceedings at General Meetings

16. The following provisions apply in relation to the proceedings of general meetings and resolutions of the Membership.
 - 16.1. No business shall be transacted at any general meeting of the Members unless a quorum is present each being a Member or a duly authorised representative of a Member. Any Member being an organisation shall notify the Chief Executive and or the Company Secretary of SWGFL Trust of the identity of the person who is its duly authorised representative entitled to vote on its behalf as a Member.
 - 16.2. Subject to Article 16.3 one half of the persons entitled to attend and vote upon the business to be transacted at a general meeting shall constitute a quorum (provided that where such number is not a whole number, then the number shall be rounded up to the next whole number).
 - 16.3. The quorum for any general meeting of the Members considering a resolution in respect of the matters set out in Article 16.6 shall be all of the Members.

- 16.4. Business that may be transacted in a general meeting by the Members may also be transacted by a written resolution of the Members in accordance with the Act (which may comprise several documents signed by or on behalf of one or more Members and which shall be dated and passed on the date of the signature by or on behalf of the last Member to do so); and
- 16.5. Any resolution of the Members, whether considered and voted on at a general meeting of the Members or proposed as a written resolution pursuant to Article 16.4 or pursuant to the Act concerning the matters in Article 16.6 requires the unanimous consent of all of the Members save as otherwise stated in Article 16.6.
- 16.6. The resolutions referred to in Article 16.5 are:
- 16.6.1. any alteration to the Memorandum or these Articles,
 - 16.6.2. acquisition, establishment or participation in the equity or loan capital of any undertaking other than the establishment of a wholly owned trading subsidiary company of SWGFL Trust established in accordance with the process set out in Article 16.7.
 - 16.6.3. winding up of SWGFL Trust (being a resolution of the Members and not a resolution of the Directors),
 - 16.6.4. the making of any loan to advance other than in the normal course of business (save to any wholly owned subsidiary of SWGFL Trust referred to in Article 16.6.1.2 but provided always that any such loan or advance is made on arms length terms),
 - 16.6.5. SWGFL Trust acquiring or merging with any undertaking;
 - 16.6.6. SWGFL Trust disposing of any interest in or otherwise permitting any person other than SWGFL Trust to appoint the directors of any wholly owned subsidiary of SWGFL Trust referred to in Article 16.7
 - 16.6.7. SWGFL Trust entering into any partnership or other similar joint arrangement or joint relationship with any business or undertaking such that SWGFL Trust accepts material joint and several liability for risks, claims or other liabilities for any such partner business or undertaking,
- 16.7. The Board of Directors may resolve to establish and participate in the equity or loan

capital of a wholly owned trading subsidiary of SWGFL Trust provided that:

- 16.7.1. they have obtained a legal opinion as to the lawfulness of doing so having regard to public law, the law relating to charities and the law relating to companies ;
 - 16.7.2. the entire profits of the same are covenanted or gift aided or otherwise distributed back to SWGFL Trust.
17. If a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting a quorum of the Members ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Board of Directors or in default of a Decision by the Board as the Chief Executive may determine.
 18. The Chairman of the Board of Directors (provided always that such person is attending the general meeting as a representative of a Member) shall chair general meetings of the Membership unless the Members or representatives of Members present at a quorate general meeting shall elect an alternative person being a Member or representative of a Member to be the chair of the general meeting. If the Chairman of the Board of Directors is not present within 15 minutes after the time appointed for holding the meeting, the Members present shall elect one of them being a Member or representative of a Member to be chair.
 19. The Directors shall attend such general meetings of the Members of the SWGFL Trust as the Members shall require from time to time to report to the Membership on matters within the remit of the Board of Directors.
 20. The chair of a general meeting may, with the consent of the meeting at which a quorum is present (and shall if so directed by the meeting,) adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had adjournment not taken place. When a meeting is adjourned for 14 Clear Days or more, at least 7 Clear Days notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.
 21. A resolution put to the vote of a general meeting shall require a Member or

representative of a Member to propose it at the meeting and then be decided on a show of hands.

22. In the case of an equality of votes, the chair shall be entitled to a casting vote in addition to any other vote that the chair may have.
23. A declaration by the chair that a resolution has been carried or carried unanimously, or by a particular majority or lost, or not carried by a particular majority shall be conclusive for all purposes and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour or against the resolution.

Votes of Members

24. Subject to Article 22 and any unanimous decision of the Members in general meeting, every Member shall have one vote and any rules or bye-laws made pursuant to Article 71 shall not entitle the Directors to provide for Members having voting rights on any other basis.
25. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to be tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chair whose decision shall be final and conclusive.
26. A vote given by the duly authorised representative of a Member shall be valid notwithstanding the previous termination of the authority of the person voting unless notice of the termination was received by SWGFL Trust at the registered office before the commencement of the meeting or the adjourned meeting at which the vote is given.
27. Subject to Article 8 any organisation which is a Member may by resolution of its council, board, duly empowered committee, sub-committee, cabinet or governing body or other person with delegated authority authorise such natural person as it thinks fit who is one of its officers to act and be its representative at any meeting of the Members of SWGFL Trust, and the person so authorised shall be entitled to exercise the same powers (including for the avoidance of doubt, voting on a show of hands) on behalf of the Member organisation which that individual represents as such organisation could exercise if he or she were an individual Member of SWGFL Trust.

Number of Directors

28. The number of Directors shall be at least one and (unless otherwise determined by ordinary resolution of the Members) shall not be subject to any maximum number.

Selection of Directors

29. Any person appointed to hold office as a Director of SWGFL Trust, shall fulfil the following criteria namely they shall either be:
- 29.1. a chief education officer or chief officer of a children's services directorate or has some other like post with substantially the same responsibilities with the Member of SWGFL Trust that nominates that person to hold office as a Director of SWGFL Trust pursuant to Article 31.3.1 or is such other senior officer of the nominating Member as the other Directors shall (acting reasonably) approve such as an assistant director of education and lifelong learning with knowledge, experience, skills and responsibilities apt to the purposes of the Board of Directors and the Objects; and/or
- 29.2. a person who the Board of Directors considers has the skills, knowledge and experience that SWGFL Trust may need or benefit from having regard to its Objects and activities from time to time (both present and anticipated) taking into account, when making any such selection, of any official guidance issued from time to time by the Charity Commission on the selection of new trustees, given that such person will be a charitable trustee of SWGFL Trust pursuant to Article 34.
30. In selecting the Board from time to time the Board of Directors shall endeavour to ensure that at least 50% of the Directors shall fulfil the criteria set out in Article 29.1. For the avoidance of doubt if circumstances dictate that due to the retirement or appointment of Directors from time to time this objective is not fulfilled the decisions of the Board as then constituted shall not be deemed to be invalid.

Appointment and Retirement of Directors

31. No individual may be appointed and continue in office as a Director unless:
- 31.1. that individual has attained the age of 18 years; and
- 31.2. had that individual already been a Director, that individual would not have had to cease holding office under the provisions of Article 35;

- 31.3. that individual is either:
- 31.3.1. nominated by a Member of SWGFL Trust to be a Director at such time there is no other serving Director nominated by such Member; or
 - 31.3.2. nominated by the Board of Directors as being a person that it considers fulfils the criteria described in Article 29.2.
- 31.4. that individual would give no cause for concern, were an application made to the Criminal Records Bureau in respect of the individual.
32. Subject to Article 31 the Members of SWGFL Trust or the Board of Directors may by ordinary resolution;
- 32.1. appoint an individual who is willing to be a Director to fill a vacancy having regard for Article 29;
 - 32.2. co-opt the Chief Executive to hold office as a Director (provided he or she is willing to hold office) for such time and on such conditions as the Members may determine in the ordinary resolution.
33. The Members may remove any Director from office by ordinary resolution.
34. The Directors shall not be liable to retire by rotation.

Disqualification and Removal of Directors

35. A Director shall cease to hold office as a Director and charity trustee if that Director:
- 35.1. ceases to be Director by virtue of any provision in the Act, is otherwise prohibited by law from being a Director or is disqualified from acting as a charity trustee by virtue of section 72 of the Charities Act 1993 (or any statutory re-enactment or modification of that provision), or;
 - 35.2. becomes bankrupt or insolvent or makes any arrangement or composition with their creditors generally;
 - 35.3. becomes incapable by reason of mental disorder, illness or injury or legal impediment of managing and administering their own affairs;
 - 35.4. resigns the office of Director by notice to SWGFL Trust (but only if at least one Director will remain in office when the notice of registration is to take effect);

- 35.5. has failed to devote the time and attention to the affairs of the Trust reasonably to be expected of a Director having regard to its needs from time to time for example but without limitation by reason of having regularly been absent without due cause or without the permission of the Directors from meetings of the Board of Directors or otherwise fails without due cause to deal with any business of the Directors intended to be conducted by way of written resolution and the Directors resolve that that person's office be vacated;
- 35.6. is so requested by the Member who nominated that Director pursuant to Article 31.3.1;
- 35.7. ceases to be employed by the Member that has nominated that Director pursuant to Article 31.3.1;
- 35.8. one or more of the requirements set out at Article 29 is not or is no longer complied with;
- 35.9. the Member that has nominated that Director ceases to be a Member pursuant to Article 31.3.1;.
- 35.10. being the Chief Executive resigns from or otherwise has his or her employment as Chief Executive terminated (unless the Board of Directors otherwise resolves).

Directors and Trustee Status

36. Any person appointed to and accepting office as a Director shall be deemed to have agreed to be and shall automatically be deemed to have been appointed as a charity trustee of SWGFL Trust for the purposes of Section 97(1) Charities Act 1993. Any person resigning or otherwise being disqualified from holding office as a charity trustee shall automatically be deemed to have resigned as a Director.

Powers of Directors

37. Subject to the provisions of the Act, and the Articles and to any directions given to the Board of Directors by resolution of the Members, the business of SWGFL Trust shall be managed by the Directors who may exercise all the powers of SWGFL Trust and who shall be referred to collectively as the Board of Directors, whose meetings shall be referred to as meetings of the Board of Directors.
38. No alteration of the Articles and no direction given by resolution of the Members

shall invalidate any prior act of the Board of Directors which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this Article shall not be limited by any special power given to any Director or Directors or to the Board of Directors by or pursuant to the Articles and a Board of Directors at which a quorum is present may exercise all the powers exercisable by the Directors.

39. In addition to all powers hereby expressly conferred by them and without detracting from the generality of their powers under the Articles the Board of Directors shall have the following powers, namely:
- 39.1. to expend the funds of SWGFL Trust in such manner as they shall consider most beneficial for the furtherance or achievement of the Objects and to invest in the name of SWGFL Trust such part of the funds as they may see fit and to direct the sale or transposition of any such investments and to expend the proceeds of any such sale in furtherance of the Objects of SWGFL Trust and to take and act on such advice as may seem to them appropriate in all the circumstances from time to time;
- 39.2. to enter into agreements with providers of funds and other resources to SWGFL Trust concerning how SWGFL Trust's funds and other assets or any part of them shall be accounted for and utilised;
- 39.3. to enter into contracts and execute deeds and other documents on behalf of SWGFL Trust;
- 39.4. to establish, create structures, set the rules governing and reporting requirements for such Advisory Groups as the Board of Directors may deem expedient from time to time such groups being permanent or ephemeral at the discretion of the Board of Directors and consisting of bodies of persons who the Board of Directors believe have relevant skills experience and connections that could assist SWGFL Trust in achieving its Objects. For the avoidance of doubt persons on the Advisory Groups need not be Directors nor Local Authority Associates. Any person that is a member of an Advisory Group (without prejudice to Article 6.6, 6.7 and 6.8), may be paid reasonable expenses in a like manner to a Director and if that person is an employee of or secondee to SWGFL Trust may receive reasonable and proper remuneration for their services rendered.
40. The Board of Directors may not delegate to any other person;

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- 40.1. such business as is reserved to the Board of Directors by or pursuant to these Articles by statute or otherwise by law,
- 40.2. the direction and empowerment and terms of employment of the Chief Executive and SWGFL Trust's company secretariat,
- 40.3. approval of the budget, business plan and funding for SWGFL Trust,
- 40.4. approval of standards (such as service levels) and any rules or qualifying conditions for access to, the primary connectivity services of the Company
41. The Board of Directors have responsibility for endeavouring to ensure that the Objects of SWGFL Trust, and any resolutions of the Members (provided that such resolutions do not conflict with any overriding duty of any Director in law by virtue of being a Director and or charity trustee) from time to time, will be delivered, to time and to budget.

Directors Expenses

42. Subject always to Articles 6.7 and 6.8 the Directors shall not be paid any remuneration, expenses or other payments or given any benefits or prerequisites by SWGFL Trust and shall account to SWGFL Trust for any money or other benefits that they receive from any person in respect of or in connection with SWGFL Trust's business save to the extent that such monies and benefits are received from their principal employment, office or business.

Appointment etc. of Chief Executive

43. Subject to the provisions of the Act and the Memorandum, the Board of Directors shall appoint a natural person to the office of Chief Executive such that:
 - 43.1. The Chief Executive;
 - 43.1.1. shall hold office at the pleasure of the Board of Directors, and
 - 43.1.2. may be a Local Authority Associate as defined in Article 1;
 - 43.2. Any such appointment shall be made upon such terms and for such duration as the Board of Directors shall from time to time determine subject to these Articles;
 - 43.3. The Chief Executive shall without limitation in respect of other duties and obligations as determined by the Board of Directors from time to time;

- 43.3.1. report to the Board of Directors and therefore also to all the Councils on delivery by SWGFL Trust and by each Council on the agreed service, access and performance standards,
 - 43.3.2. advise the Board of Directors on the company's policies, budget, business plan and funding,
 - 43.3.3. implement the Board of Directors' policy initiatives directly and by management and direction of arrangements with and between any Advisory Groups. .
44. Except to the extent permitted by the Memorandum, neither any Director nor the Chief Executive shall take or hold any interest in property belonging to SWGFL Trust or receive remuneration or be interested otherwise than as a Director or Chief Executive in any other contract to which SWGFL Trust is a party.

Proceedings of Directors

45. Subject to the provisions of these Articles, the Directors may regulate their proceedings and meetings of the Board of Directors as they think fit. A Director may, and the Secretary at the request of a Director shall, call a meeting of the Board of Directors. It shall not be necessary to give notice of a meeting to a Director who is absent from the United Kingdom. Subject to Articles 52 to 54 inclusive questions arising at a meeting of the Directors shall be decided by a majority of votes.
- 45.1. The quorum for the transaction of the business of the Board of Directors shall be a third of their number (provided that where such number is not a whole number, then the number shall be rounded up to the next whole number) present or deemed present.
 - 45.2. Subject to Articles 52 to 54 at any meeting of the Board of Directors each Director shall have one vote and the chair shall have a casting vote in addition to any other vote that the Chairman may have.
 - 45.3. For the purposes of these Articles, a Director shall be deemed to be present at any meeting of the Board of Directors if that Director is able to hear and understand all of the proceedings of the meeting and be able to be heard and understood by all those present by way of a telephone or other suitable means of communication and such Director indicates their willingness to proceed on that basis. A meeting where those present or deemed to be present are in different locations shall unless the Directors

determine otherwise be deemed to take place where the largest group of those participating is assembled, or, if there is no such group, where the chair of the meeting then is.

- 45.4. Any resolution or decision concerning any matter listed in Article 16.6 which requires unanimity of decision by the Members or in respect of which the Members have so resolved shall be reserved to and decided by a meeting or written resolution of the Members.
46. The Directors may act notwithstanding any vacancies in their number, but, if the number of Directors is less than three then the continuing Directors or Director may act only for the purpose of appointing Directors or a calling a general meeting of the Members.
47. The Board of Directors may appoint one of their number to be the chair of their meetings and may at any time remove that Director from that office. Unless the chair is unwilling to do so, the Director so appointed shall preside at every meeting of Directors at which the chair is present, but if there is no Director holding that office, or if the Director holding it is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the Directors may appoint one of their number to be chair of the meeting.
48. The Directors may, appoint one or more sub-committees consisting of two or more Directors for the purposes of making any inquiry or supervising or performing any function or duty which in the opinion of the Directors would be more conveniently undertaken or carried out by such a sub-committee; provided that all acts and proceedings of each such sub-committee shall be fully and promptly reported to the Directors.

Rights of Members without Directors

49. Any Member who has not nominated and had appointed a person to be a Director for the time being pursuant to Article 31.3.1 shall subject to Article 50 give notice to the Company Secretary of SWGFL Trust in writing of the identity of a person who shall be its Nominated Representative for the time being for the purposes of this Article 49 and a UK postal and email address for service of notices for the purposes of this Article 49 and that Member shall have the following rights:
 - 49.1. to receive notice of all meetings of the Board of Directors and any accompanying

papers;

- 49.2. to receive copies of any proposed written resolution of the Board of Directors;
- 49.3. to have its Nominated Representative attend and be heard at meetings of the Board of Directors, provided always that a Nominated Representative shall not vote on any matter under the consideration of the Board of Directors and failure to attend shall not invalidate any business passed at such meeting;
- 49.4. to receive copies of all minutes of the Board of Directors and of any resolutions passed by the Directors.
50. The Board of Directors may reasonably require Nominated Representatives and the Member appointing it to keep confidential and to take measures to safeguard the confidentiality of any information which contains personal data or commercially sensitive information of SWGFL Trust or of third parties having regard to Article 64.
51. Any of the Directors for the time-being who fulfill the criteria set out in Article 29.1 ("Local Authority Directors") may before a resolution of the Board of Directors is to be voted on request that the Chairman follows the process set out in Article 52 in which case the Chairman shall do so.
52. If the Chairman is so required pursuant to Article 51 he shall either:
 - 52.1. take a poll of all of the Local Authority Directors for the time being in such manner time and place as he sees fit to establish whether the resolution concerned is to be a resolution under which the Local Authority Directors wish to exercise their weighted voting rights in Article 54 or not; or
 - 52.2. require that the matter be consider either as a written resolution of the Members or at a general meeting duly convened and held.

The Chairman's declaration on such matters shall be final and binding.

53. Provided that a poll has been taken under Article 52.1 and the Local Authority Directors unanimously wish to do so the Local Authority Directors shall be entitled to cast such number of votes as is necessary to defeat any proposed resolution of the Board of Directors or shall be entitled to cast such number of votes as is necessary to pass any resolution of the Board of Directors provided that the Chairman has

made a declaration in relation to any such proposed resolution that this Article 54 applies to it.

54. If on the taking of a poll by the Chairman pursuant to Article 53.1 the Local Authority Directors are not unanimous in their wishes the Chairman shall refer the matter for decision of the Members pursuant to Article 53.2.
55. All acts done by the Board of Directors, or of a committee of Directors or Members shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Directors or Members or that any of them were disqualified from being a Member, from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director or Member and had been entitled to vote.
56. A resolution in writing, signed by all the Directors entitled to receive notice of a meeting of Directors shall be as valid and effective as if it had been passed at a meeting of Directors duly convened and held. Such a resolution may consist of several documents in the same form each signed by all of the Directors.
57. A resolution in writing, signed by all the Local Authority Directors which the Chairman has declared as being a resolution in respect of which the weighted voting rights in Article 53 have been exercised shall be as valid and effective as if it had been passed at a meeting of the Directors duly convened and held. Such a resolution may consist of several documents in the same form each signed by each of the Local Authority Directors.

Bank Accounts

58. Any bank account in which any part of the assets of SWGFL Trust is deposited shall be operated in accordance with the instructions of the Directors and shall indicate the name of SWGFL Trust. All cheques and orders for payment of money shall be signed by at least two Directors or by two persons authorised as signatories by the Directors subject to such limitations and terms as they shall direct.

Patrons

59. The Councils may nominate and the Directors may appoint nominated patrons or other persons having a similar function however described or named who shall hold office on such terms and undertake such functions as the Members shall from time

to time determine.

Secretary

60. Subject to the provisions of the Act, the Secretary shall be appointed by the Board of Directors for such term, at such remuneration (if not a Director) and upon such conditions as they may think fit, and any person so appointed may be removed by them. The Secretary shall be entitled to attend all the meetings of the Members, of the Board of Directors, and of the Advisory Groups. The Chief Executive may be appointed as the Secretary if the Board of Directors so determine.

Minutes

61. The Directors shall keep minutes in books kept for the purpose:
- 61.1. of all appointments of officers made by the Directors; and
- 61.2. of all proceedings and meetings of Members and Directors and committees of Directors (including the names of the Directors present at each such meeting).

The Seal

62. SWGFL Trust may have a Seal if the members so resolve. The Seal shall only be used by the authority of the Directors or of a committee of Directors authorised by the Directors. The Directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Director and by the Secretary or by a second Director.

Accounts and Disclosures

63. Accounts shall be prepared in accordance with the requirements of the Act and relevant statute and regulation and recommended and relevant practice guides as may apply from time to time.
64. SWGFL Trust, the Directors and Members shall disclose information concerning individual data subjects only in accordance with the Data Protection Act 1998 and the Regulation of Investigatory Powers Act 2000 subject to the provisions of the Human Rights Act 1998, the Freedom of Information Act 2000 and otherwise under law.

Accounts and Annual Returns

65. The Directors shall comply with their obligations under the Act, the Charities Acts 1993 and 2006 , The Local Government and Housing Act 1989 (or any statutory re-enactment or modification of or regulations made under same) and the capital finance controls that apply from time to time with regard to the preparation of accounts and annual returns and their transmission to Companies House, the Charity Commission and Councils and otherwise.

Notice

66. Any notice to be given to or by any person pursuant to the Articles shall be in writing.
67. SWGFL Trust may give any notice to a Member or Director or Nominated Representative either personally or by sending it by post in a prepaid envelope addressed to the Member or Director at the address that they have notified SWGFL Trust of in writing or their registered or main business address or by leaving it at either address. A Member or Director or Nominated Representative whose address or registered or main business address is not within the United Kingdom and who gives to SWGFL Trust an address within the United Kingdom at which notices may be given to that Member or Director or Nominated Representative shall be entitled to have notices given to that Member or Director or Nominated Representative at that address, but otherwise no such Member or Director or Nominated Representative shall be entitled to receive any notice from SWGFL Trust.
68. A Member present in person or by their duly appointed representative at any general meeting of the Members of SWGFL Trust or a Director or Nominated Representative present at any meeting of the Directors shall be deemed to have received notice at the meeting and, where necessary, of the purposes for which it was called.
69. Proof that the envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of two Clear Days after the envelope containing it was posted.

Director's Indemnity and Insurance

70. The following provisions apply relating to liabilities that may be incurred by the Directors personally
- 70.1. Subject to the provisions of the Act every Director, other officer, employee,

seconded to or auditor of SWGFL Trust shall be indemnified out of the assets of SWGFL Trust against any liability incurred by them in that capacity in defending any proceedings, whether civil or criminal, in which judgment is given in their favour or in which they are acquitted or in connection with any application in which relief is granted to them by the Court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of SWGFL Trust.

- 70.2. The Directors shall have power to effect indemnity insurance notwithstanding their interest in any such policy.

Rules

71. Save as set out otherwise in these Articles the Board of Directors may from time to time make such rules or bye laws as they may deem necessary or expedient or convenient for the proper conduct and management of SWGFL Trust and for the purpose of prescribing classes of and conditions of Membership, and in particular but without prejudice to the generality of the foregoing, they may by such rules or bye laws regulate:
- 71.1.1. the admission and classification of Members (including the admission of schools academies and other organisations to Membership) and the rights and privileges of such Members including whether they shall be entitled to attend or vote at meetings of SWGFL Trust and the conditions of Membership and the terms on which Members may resign or have their Membership terminated and the entrance fees, subscription and other fees or payments to be made by Members;
 - 71.1.2. the conduct of Members in relation to one another, and to SWGFL Trust's employees consultants and servants;
 - 71.1.3. the setting aside of the whole or any part or parts of SWGFL Trust's premises at any particular time or times or for any particular purpose or purposes;
 - 71.1.4. the procedure at general meetings and meetings of the Board of Directors, the Directors and committees of the Directors, the Advisory Groups or other persons in so far as such procedure is not regulated by the Articles;
 - 71.1.5. generally, all such matters as are commonly the subject matter of

company rules.

- 71.2. The Members of SWGFL Trust in general meeting shall have power to alter, add to or repeal the rules or bye laws referred to in Article 71.1 and the Directors shall adopt such means as they think sufficient to bring to the notice of Members of SWGFL Trust and any Nominated Representatives all such rules or bye laws, which shall be binding on all Members of SWGFL Trust provided that no rule or bye law shall be inconsistent with, or shall affect or repeal anything contained in the Articles.

Investment Managers

72. The Directors may arrange that the investments belonging to SWGFL Trust shall at any time be kept under review by one or more investment managers (meaning a firm or company carrying on the business of Stockbrokers, Merchant Bankers, Finance Houses and Issuing Houses and which is authorised to carry on a regulated activity in the United Kingdom, under the Financial Services and Markets Act 2000 (or any statutory re- enactment or modification of or regulations made under same) who shall be instructed and undertake to inform the Directors promptly about any changes which may appear to such manager or managers to be desirable in the interests of SWGFL Trust.
73. In respect of the said investments the Directors may delegate to the aforementioned investment manager or managers the power at the discretion of the investment manager or managers to sell or purchase investments on behalf of the Directors (either in the name of the Directors or in the names of any nominee or nominees authorised by the Directors) provided as follows:
- 73.1. such power to sell or purchase if delegated to such manager or managers shall only be exercisable within clear policy guidelines laid down in advance by the Directors and shall not exceed or in any way infringe the powers of investment applicable to SWGFL Trust;
- 73.2. every sale or purchase carried out at the discretion of such manager or managers in exercise of such power to sell or purchase (if so delegated) shall be reported to the Directors within fourteen days;
- 73.3. such manager or managers shall report generally at regular intervals or no longer than six calendar months to the Directors upon the current state, past performance and future prospects of the said investments;

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- 73.4. the Directors shall be entitled at any time and upon reasonable notice to review, revoke or alter any such delegation or the terms thereof notwithstanding that the period of such delegation has not expired (but without prejudice to acts or events prior to the revocation or alternation);
- 73.5. the Directors shall be bound to review any such delegation and the terms thereof at least once in every twelve months but no such delegation shall be invalidated by any failure of the Directors to undertake any review within the said period of twelve calendar months.
- 73.6. the Directors may pay to the Investment Manager or managers such reasonable and proper remuneration for acting as such delegates or for advising the Directors as the Directors shall from time to time think proper.

NAME AND ADDRESS OF ORIGINAL SUBSCRIBER TO THE MEMORANDUM AND ARTICLES OF ASSOCIATION OF THE SWGFL TRUST

Michael Geoffrey Longden

47 Grove Road Ilkley,

LS29 9PQ

Dated: 11 October 2005