
THE COMPANIES ACTS 1985 AND 1989

A COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION
OF
MIDDLETON ACADEMY LIMITED
MAY 2007

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1. The Company's name is Middleton Academy Limited (and in this document it is called "the Trust").
2. The Trust's registered office is to be situated in England and Wales.
3. The Trust's objects ("the Objects") are to advance for the public benefit education in the United Kingdom within the context of Christian belief and practice, in particular but without prejudice to the generality of the foregoing by establishing, maintaining, carrying on, managing and developing a Church of England school to be conducted in accordance with the principles of the Church of England, offering a broad curriculum with a strong emphasis on, but in no way limited to 'ICT' and the 'built environment' ("the Academy").
4. In furtherance of the Objects but not further or otherwise the Trust may exercise the following powers:-
 - (a) to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments, and to operate bank accounts in the name of the Trust;
 - (b) to raise funds and to invite and receive contributions provided that in raising funds the Trust shall not undertake any substantial permanent trading activities and shall conform to any relevant statutory regulations;
 - (c) to acquire, alter, improve and (subject to such consents as may be required by law) to charge or otherwise dispose of property;
 - (d) subject to clause 5(g) below to employ such staff, as are necessary for the proper pursuit of the Objects and to make all reasonable and necessary provision for the payments of pensions and superannuation to staff and their dependants: Provided that such staff shall not be governors, save for the head teacher of the Academy and staff or teacher governors elected in accordance with the Academy's Articles of Association;
 - (e) to establish or support, whether financially or otherwise, any charitable trusts, associations or institutions formed for all or any of the Objects;
 - (f) to co-operate with other charities, other independent and maintained schools, voluntary bodies and statutory authorities operating in furtherance of the Objects

- and to exchange information and advice with them;
- (g) to pay out of funds of the Trust the costs, charges and expenses of and incidental to the formation and registration of the Trust;
- (h) to establish, maintain, carry on, manage and develop the Academy at Middleton, Rochdale;
- (i) to offer scholarships, exhibitions, prizes and awards to pupils and former pupils, and otherwise to encourage and assist pupils and former pupils;
- (j) to provide educational facilities and services to students of all ages and the wider community for the public benefit;
- (k) to carry out research into the development and application of new techniques in education in particular in relation to the Academy's area of curricular specialisation and to its approach to curriculum development and delivery and to publish the results of such research, and to develop means of benefiting from application of the experience of industry, commerce, other schools and the voluntary sector to the education of pupils in Academies;
- (l) subject to such consents as may be required by law to borrow and raise money for the furtherance of the Objects in such manner and on such security as the Trust may think fit;
- (m) to invest the moneys of the Trust not immediately required for the furtherance of its Objects in or upon such investments, securities or property as may be thought fit, to hold the same as investments and to sell, exchange, carry and dispose of the same, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law;
- (n) to provide indemnity insurance to cover the liability of governors which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Trust: Provided that any such insurance shall not extend to any claim arising from any act or omission which the governors knew to be a breach of trust or breach of duty or which was committed by the governors in reckless disregard of whether it was a breach of trust or breach of duty or not and provided also that any such insurance shall not extend to the costs of any unsuccessful defence to a

criminal prosecution brought against the governors in their capacity as governors;

(o) to establish subsidiary companies to carry on any trade or business for the purpose of raising funds for the Academy;

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

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

(2) (a) A Governor may at the discretion of the Governing Body be reimbursed from the property of the Trust for reasonable expenses properly incurred by him or her when acting on behalf of the Trust, but excluding expenses in connection with foreign travel.

(b) A Governor may benefit from any indemnity insurance purchased at the Trust's expense to cover the liability of the governors which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default or breach of trust or breach of duty of which they may be guilty in relation to the Trust: Provided that any such insurance shall not extend to any claim arising from any act or omission which governors knew to be a breach of trust or breach of duty or which was committed by the governors in reckless disregard to whether it was a breach of trust or breach of duty or not and provided also that any such insurance shall not extend to the costs of any unsuccessful defence to a criminal prosecution brought against governors in their capacity as directors of the Trust.

(3) No Governor may:

- (a) buy any goods or services from the Trust;
- (b) sell goods, services, or any interest in land to the Trust;
- (c) be employed by, or receive any remuneration from the Trust;
- (d) receive any other financial benefit from the Trust;

unless:

- (i) the payment is permitted by sub-clause (4) of this clause and the Governors follow the procedure and observe the conditions set out in sub-clause (5) of this clause; or
- (ii) the Governors obtain the prior written approval of the Commission and fully comply with any procedures it prescribes.

(4) (a) A Governor may receive a benefit from the Trust in the capacity of a beneficiary of the Trust.

(b) A Governor may be employed by the Trust or enter into a contract for the supply of goods or services to the Trust, other than for acting as a Governor.

(c) A Governor may receive interest on money lent to the Trust at a reasonable and proper rate not exceeding 2% per annum below the base rate of a clearing bank to be selected by the Governors.

(d) A company of which a Governor is a member may receive fees remuneration or other benefit in money or money's worth provided that the shares of the company are listed on a recognised stock exchange and the Governor holds no more than 1% of the issued capital of that company.

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

(5) (a) The Trust and its Governors may only rely upon the authority provided by sub-clause 5(4) if each of the following conditions is satisfied:

(i) The remuneration or other sums paid to the Governor do not exceed an amount that is reasonable in all the circumstances.

(ii) The Governor is absent from the part of any meeting at which there is discussion of:

- his or her employment or remuneration, or any matter concerning the contract; or
- his or her performance in the employment, or his or her performance of the contract; or
- any proposal to enter into any other contract or arrangement with him or her or to confer any benefit upon him or her that would be permitted under sub-clause 5(4); or
- any other matter relating to a payment or the conferring of any benefit permitted by sub-clause 5(4).

(iii) The Governor does not vote on any such matter and is not to be counted when calculating whether a quorum of Governors is present at the meeting.

(iv) The other Governors are satisfied that it is in the interests of the Trust to employ or to contract with that Governor rather than with someone who is not a Governor. In reaching that decision the Governors must balance the advantage of employing a Governor against that disadvantages of doing so (especially the loss of the Governor's services as a result of dealing with the Governor's conflict of interest).

(v) The reason for their decision is recorded by the Governors in the minute book.

(vi) A majority of the Governors then in office have received no such payments.

(b) The employment or remuneration of a Governor includes the engagement or remuneration of any firm or company in which the Governor is:

- (i) a partner;
- (ii) an employee;
- (iii) a consultant;
- (iv) a governor; or

(v) a shareholder, unless the shares of the company are listed on a recognised stock exchange and the Governor holds less than 1% of the issued capital.

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

(a) "company" shall include any company in which the Trust:

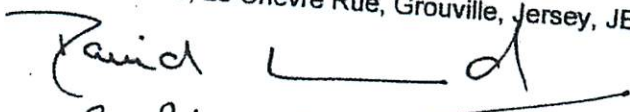
- holds more than 50% of the shares; or
- controls more than 50% of the voting rights attached to the shares; or
- has the right to appoint one or more governors to the Board of the company.

(b) "Governor" shall include any child, stepchild, parent, grandchild, grandparent, brother, sister or spouse of the Governor or any person living with the Governor as his or her partner

6. The liability of the members of the Trust is limited.
7. Every member of the Trust undertakes to contribute such amount as may be required (not exceeding £10) to the Trust's assets if it should be wound up while he or she is a member or within one year after he or she ceases to be a member, for payment of the Trust's debts and liabilities before he or she ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.
8. If the Trust is wound up or dissolved and after all its debts and liabilities (including any under section 483 of the Education Act 1996) have been satisfied there remains any property it shall not be paid to or distributed among the members of the Trust, but shall be given or transferred to some other charity or charities having objects similar to the Objects which prohibits the distribution of its or their income and property to an extent at least as great as is imposed on the Trust by clause 4 above, chosen by the members of the Trust at or before the time of dissolution and if that cannot be done then to some other charitable object.
9. No alteration or addition shall be made to or in the provisions of the Memorandum or Articles of Association which would have the effect (a) that the Trust would cease to be a company to which section 30 of the Companies Act 1985 applies; or (b) that the Trust would cease to be a charity.

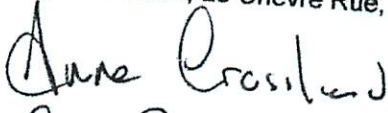
WE, the persons whose names and addresses are written below wish to be formed into a company under this Memorandum of Association.

Signatures, Names and Addresses of Subscribers

Name Mr David Crossland
Address Daisy Hill House, Le Chevre Rue, Grouville, Jersey, JE3 9EH
Signature 
Dated 8 April 07

Witness to the above signature:

Name Ronald Blasco
Address 27 E 68th St NY NY 10021
Dated April 8th 2007

Name Mrs Anne Crossland
Address Daisy Hill House, Le Chevre Rue, Grouville, Jersey, JE3 9EH
Signature 
Dated 8 April 07

Witness to the above signature:

Name Ronald Blasco
Address 27 E 68th St NY NY 10021
Dated April 8 2007

Name Manchester Diocesan Board of Education Limited (0068201)

Address Church House, 90 Deansgate, Manchester, M3 2JG

Signature 

Dated 8.05.07

Witness to the above Signature:

Name Rachel Cannon

Address DLA PIPER UK LLP, 101 BARBIROLI SQUARE, MANCHESTER, M2 3DL

Dated 8.05.07