

**DATED 29 JUNE 2020**

**ELSTON HALL MULTI ACADEMY TRUST (1)**

**and**

**PALMERS CROSS PRIMARY SCHOOL (2)**

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**SCHEME OF DELEGATION**

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**LEICESTER · MANCHESTER · MILTON KEYNES  
NORTHAMPTON · NORWICH**

## CONTENTS

1	AGREED TERMS .....	4
2	ETHOS AND MISSION STATEMENT .....	6
3	TRUSTEES' POWERS AND RESPONSIBILITIES .....	6
4	CONSTITUTION OF THE LOCAL GOVERNING BOARD .....	7
5	DELEGATED POWERS .....	12
6	OPERATIONAL MATTERS.....	16
7	REVIEW .....	17
8	WAIVER.....	18
9	SEVERANCE .....	18
10	RIGHTS OF THIRD PARTIES.....	18
11	NOTICES .....	19
12	GOVERNING LAW AND JURISDICTION .....	19
	<b>SCHEDULE 1 LIST OF GOVERNORS.....</b>	<b>20</b>
	<b>PALMERS CROSS.....</b>	<b>ERROR! BOOKMARK NOT DEFINED.</b>
	<b>SCHEDULE 2 DEED OF ADHERENCE TO BE EXECUTED BY EACH GOVERNOR.....</b>	<b>21</b>
	<b>SCHEDULE 3 FUNCTIONING OF THE LOCAL GOVERNING BOARD .....</b>	<b>25</b>
1.	CHAIRPERSON OF THE LOCAL GOVERNING BOARD.....	25
2.	CONFLICTS OF INTEREST .....	25
3.	THE MINUTES.....	26
4.	COMMITTEES.....	26
5.	DELEGATION.....	27
6.	MEETINGS OF THE LOCAL GOVERNING BOARD .....	27
7.	INDEMNITY .....	31
	<b>ANNEXURE 1 ARTICLES.....</b>	<b>32</b>
	<b>ANNEXURE 2 MASTER FUNDING AGREEMENT .....</b>	<b>33</b>

<b>ANNEXURE 3 SUPPLEMENTAL FUNDING AGREEMENT.....</b>	<b>34</b>
<b>ANNEXURE 4 LEASE.....</b>	<b>35</b>
<b>ANNEXURE 5 GOVERNANCE STRUCTURE DOCUMENT.....</b>	<b>36</b>

**This Deed is dated 29 June 2020**

## **PARTIES**

- (1) **ELSTON HALL MULTI ACADEMY TRUST** incorporated and registered in England and Wales with company number 09780473 whose registered office is at Elston Hall Primary School, Stafford Road, Fordhouses, Wolverhampton, West Midlands, WV10 6NN (the "**Company**"); and
- (2) **THE GOVERNORS OF PALMERS CROSS PRIMARY SCHOOL** (which are individually referred to in this agreement as a Governor (of any type) and collectively referred to as "**Governors**" or as the "**Local Governing Board**". Those terms shall include all successor, replacement and additional Governors of Palmers Cross Primary School).

## **BACKGROUND**

- (A) As a charity and company limited by guarantee, the Company is governed by a Board of Trustees (the "**Trustees**") who are responsible for, and oversee, the management and administration of the Company and the academies run by the Company. Palmers Cross Primary School (the "**Academy**") is one of the academies.
- (B) The Trustees are accountable to external government agencies including the Charity Commission, the Department for Education, Ofsted and the Education Funding Agency (including any successor bodies) for the quality of the education and proper financial management they provide and they are required to have systems in place through which they can assure themselves of quality, safety and good practice.
- (C) In order to discharge these responsibilities, the Trustees appoint people who are more locally based to serve on a board (the "**Local Governing Board**") which has been established to ensure the good governance of the Academy.
- (D) This document (referred to as the "**Deed**" or the "**Scheme**") explains the ways in which the Trustees fulfil their responsibilities for the leadership and management of the Academy, the respective roles and responsibilities of

the Trustees and the Governors and the commitments to each other to ensure the success of the Academy.

- (E) This Scheme has been put in place by the Trustees from the date set out at the top of page 1 of this Scheme (the “**Effective Date**”) in accordance with the provisions of the Company’s Articles of Association (the “**Articles**”) and it should be read in conjunction with those Articles. References in this Scheme to numbered Articles are to the relevant clause of the Articles.

## **1 AGREED TERMS**

- 1.1 From the Effective Date, Palmers Cross Primary School is an Academy established by the Company (the “**Academy**”) and the persons listed in Schedule 1 of this Scheme are the first Governors appointed to serve on the Local Governing Board for Palmers Cross Primary School.
- 1.2 This Scheme is a binding legal agreement between the Company and the Governors of the Academy setting out their respective roles and responsibilities and the commitments to each other to ensure the success of the Academy.
- 1.3 Each of the Governors hereby acknowledges that they have been provided with and have read and understood the terms of:
- 1.3.1 The Articles, a copy of which is annexed as Annexure 1 to this Scheme;
- 1.3.2 The Master Funding Agreement, a copy of which is annexed as Annexure 2 to this Scheme;
- 1.3.3 The Supplemental Funding Agreement applicable to the Academy, a copy of which is annexed as Annexure 3 to this Scheme;
- 1.3.4 if applicable, the lease entered into by the Company as tenant with Wolverhampton County Council as landlord, a copy of which is annexed as Annexure 4 to this Scheme (the “**Lease**”); and
- 1.3.5 The Company’s governance structure document effective from 1 October 2015, as amended or updated by the Trustees from time to time, a copy of

which is annexed as Annexure 5 to this Scheme (the “**Governance Structure Document**”).

- 1.4 Each of the Governors agrees to comply with the terms of the documents listed in clauses 1.3.1 and 1.3.5 inclusive and this Scheme throughout the term of their appointment to the Local Governing Board and shall use all reasonable endeavours to carry out and comply with the policies (including the Policies referred to in clause 6.2 of this Scheme), and all directions and instructions issued by the Chief Executive Officer and Trustees and further agree that they shall not, whether by their acts or omissions, do anything to put the Trustees in breach of their obligations under these documents insofar as their terms are applicable to the Academy.
- 1.5 Any conflict between the terms of this Scheme or any of the documents listed in clauses 1.3.1 and 1.3.5 inclusive shall be determined by the Trustees acting in the best interests of the Company as a whole.
- 1.6 Clause, schedule, annexure and paragraph headings shall not affect the interpretation of this Scheme.
- 1.7 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.
- 1.8 The schedules, annexes and background form part of this Scheme and shall have effect as if set out in full in the body of this Scheme. Any reference to this Scheme includes the schedules, annexes and background.
- 1.9 Words in the singular shall include the plural and vice versa.
- 1.10 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.11 A reference to **writing** or **written** includes faxes but not e-mail.

1.12 Any obligation in this Scheme on a person not to do something includes an obligation not to agree, allow, permit or acquiesce in that thing being done.

1.13 References to clauses, schedules and annexes are to the clauses, schedules and annexes of this Scheme.

## **2 ETHOS AND MISSION STATEMENT**

2.1 The Company's mission is as follows:

Elston Hall Multi Academy Trust; Supporting Learning - Inspiring Achievement.

2.2 The Academy will work in partnership with other schools, including those within the Company and the wider community, to provide high expectations, high aspirations and high achievement.

2.3 This mission is pursued through the Academy's interaction with all other academies in the Company, families, the wider educational community and society at large.

2.4 The Academy shall collaborate with other academies in the Company and also co-operate with other local schools, charities, statutory bodies and educational bodies in accordance with the Articles.

## **3 TRUSTEES' POWERS AND RESPONSIBILITIES**

3.1 The Trustees of the Company (referred to in this Scheme as the "**Trustees**") have overall responsibility and ultimate decision making authority for all the work of the Company, including the establishing and running of schools and in particular the Academy. This is largely exercised through strategic planning and the setting of policy. It is managed through business planning, monitoring of budgets, performance management, the setting of standards and the implementation of quality management processes. The Trustees have the power to direct change where required.

3.2 The Trustees have a duty to act in the fulfilment of the Company's objects as set out in the Articles.

- 3.3 The Trustees will have regard to the interests of the other academies for which the Company is responsible in deciding and implementing any policy or exercising any authority in respect of the Academy.
- 3.4 Article 100 provides for the appointment by the Trustees of committees to whom the Trustees may delegate certain of the functions of the Trustees. In further recognition of the Trustees' power to delegate under Article 105 and subject to the terms of this Scheme, responsibility for the running of the Academy from the Effective Date will be delegated to the committee established by this Scheme which shall be known as Local Governing Board of the Academy.
- 3.5 The constitution, membership and proceedings of the Local Governing Board is determined by the Trustees and this Scheme expresses such matters as well acknowledges the authority delegated to the Local Governing Board in order to enable the Local Governing Board to run the Academy and fulfil the Academy's mission.

#### **4 CONSTITUTION OF THE LOCAL GOVERNING BOARD**

##### **4.1 Governors**

- 4.1.1 The number of members who shall sit on the Local Governing Board as Governors shall not be less than 3 and no more than 12.
- 4.1.2 The Local Governing Board shall have the following members:
- 4.1.2.1 up to 2 Staff Governors, appointed under clause 4.2.3;
  - 4.1.2.2 a minimum of 2 Parent Governors elected or appointed under clause 4.2.8;
  - 4.1.2.3 The Chief Executive Officer of the Trust / OR the Associate Headteacher of the Trust; and
  - 4.1.2.4 The Head of School
- 4.1.3 The Local Governing Board may also have up to 6 Community Governors providing an appointment would not make the total number of Governors more than 12 under clause 4.3.1.



4.1.4 Subject to prior notification being provided to the Chairperson of the Local Governing Board, the Trustees (all or any of them) shall also be entitled to serve on the Local Governing Board and attend any meetings of the Local Governing Board. Any Trustee attending a meeting of the Local Governing Board shall count towards the quorum for the purposes of the meeting and shall be entitled to vote on any resolution being considered by the Local Governing Board.

4.1.5 Each person appointed or elected to be a Governor of any type shall prior to taking up his position as a Governor and voting on any matter at a meeting of the Local Governing Board either execute this Scheme as a deed in the case of the original appointees as Governors or enter into a Deed of Adherence in the form annexed as Schedule 2 to this Scheme.

#### 4.2 **Appointment of members of the Local Governing Board**

4.2.1 The Local Governing Board shall be established by the Trustees and the first Governors will be appointed by the Trustees.

4.2.2 At any time the Trustees may appoint Community Governors to the Board providing that the total number of Governors does not exceed 12.

#### 4.2.3 **Staff Governors**

4.2.4 The Trustees may appoint up to 2 persons who are employed at the Academy to serve on the Local Governing Board as Staff Governors through such process as they may determine.

4.2.5 The Chief Executive Officer / Associate Headteacher and Head of School shall be treated for all purposes as being ex officio members of the Local Governing Board.

#### 4.2.6 **Parent Governors**

4.2.7 The Parent Governors of the Local Governing Board shall be elected by parents of registered pupils at the Academy and he or she must be a parent of a pupil at the Academy at the time when he or she is elected, or where it

is not reasonably practical to do so, a person who is the parent of a child of compulsory school age can be appointed by the Trustees.

4.2.8 The Trustees shall make all necessary arrangements for, and determine all other matters relating to, the appointment of the Parent Governors of the Local Governing Board, including any question of whether a person is a parent of a registered pupil at the Academy.

4.2.9 The first Parent Governors and Staff Governor(s) of the Local Governing Board shall be selected by the Trustees.

#### 4.3 **Community Governors**

4.3.1 The Local Governing Board may appoint up to 6 Community Governors which must then be approved by the Trustees. Trustees may also appoint Community Governors directly providing that any appointment would not cause the total number of Governors to exceed 12.

#### 4.4 **Term of office**

4.4.1 The term of office for any person serving on the Local Governing Board shall be 4 years, save that this time limit shall not apply to the Chief Executive Officer / Associate Headteacher and Head of School who shall be ex officio members of the Local Governing Board by virtue of their respective offices. Subject to remaining eligible to be a particular type of member on the Local Governing Board, any person may be re-appointed or re-elected (including being "Co-opted" again) to the Local Governing Board.

#### 4.5 **Resignation and removal**

4.5.1 A person serving on the Local Governing Board shall cease to hold office if he resigns his office by notice to the Local Governing Board (but only if at least 3 persons will remain in office when the notice of resignation is to take effect).

4.5.2 A person serving on the Local Governing Board shall cease to hold office if he is removed by the person or persons who appointed him. Whilst at the same time as acknowledging that no reasons need to be given for the

removal of a person who serves on the Local Governing Board by a person or persons who appointed him, any failure to uphold the values of the Company and/or the Academy or to act in a way which is appropriate in light of this Scheme will be taken into account. A person may also be removed by the Trustees but only after the Trustees have given due regard to any representations by the Local Governing Board.

4.5.3 If any person who serves on the Local Governing Board in his capacity as an employee at the Academy ceases to work at the Academy then he shall be deemed to have resigned and shall cease to serve on the Local Governing Board automatically on termination of his work at the Academy.

#### 4.6 **Disqualification of members of the Local Governing Board**

4.6.1 No person shall be qualified to serve on the Local Governing Board unless he is aged 18 or over at the date of his election or appointment. No current pupil of the Academy shall be entitled to serve on the Local Governing Board.

4.6.2 A person serving on the Local Governing Board shall cease to hold office if he becomes incapable by reason of mental disorder, illness or injury of managing or administering his own affairs.

4.6.3 A person serving on the Local Governing Board shall cease to hold office if he is absent without the permission of the Chairperson of the Local Governing Board from all the meetings of the Local Governing Board held within a period of 6 months and the Local Governing Board resolves that his office be vacated.

4.6.4 A person shall be disqualified from serving on the Local Governing Board if:

4.6.4.1 his estate has been sequestrated and the sequestration has not been discharged, annulled or reduced; or

4.6.4.2 he is the subject of a bankruptcy restrictions order or an interim order.

4.6.5 A person shall be disqualified from serving on the Local Governing Board at any time when he is subject to a disqualification order or a disqualification

undertaking under the Company Trustees Disqualification Act 1986 or to an order made under section 429(2)(b) of the Insolvency Act 1986 (failure to pay under county court administration order).

- 4.6.6 A person serving on the Local Governing Board shall cease to hold office if he would cease to be a Trustee by virtue of any provision in the Companies Act 2006 or is disqualified from acting as a trustee by virtue of section 72 of the Charities Act 1993 (or any statutory re-enactment or modification of that provision).
- 4.6.7 A person shall be disqualified from serving on the Local Governing Board if he has been removed from the office of charity trustee or trustee for a charity by an order made by the Charity Commission or the High Court on the grounds of any misconduct or mismanagement in the administration of the charity for which he was responsible or to which he was privy, or which he by his conduct contributed to or facilitated.
- 4.6.8 A person shall be disqualified from serving on the Local Governing Board at any time when he is:
- 4.6.8.1 included in the list kept by the Secretary of State under section 1 of the Protection of Children Act 1999; or
- 4.6.8.2 disqualified from working with children in accordance with Section 35 of the Criminal Justice and Court Services Act 2000; or
- 4.6.8.3 barred from regulated activity relating to children (within the meaning of section 3(2) of the Safeguarding Vulnerable Groups Act 2006).
- 4.6.9 A person shall be disqualified from serving on the Local Governing Board if he is a person in respect of whom a direction has been made under section 142 of the Education Act 2002 or is subject to any prohibition or restriction which takes effect as if contained in such a direction.
- 4.6.10 A person shall be disqualified from serving on the Local Governing Board where he has, at any time, been convicted of any criminal offence, excluding any that have been spent under the Rehabilitation of Offenders Act 1974 as amended, and excluding any offence for which the maximum sentence is a fine or a lesser sentence except where a person has been

convicted of any offence which falls under section 72 of the Charities Act 1993.

4.6.11 After the Academy has opened, a person shall be disqualified from serving on the Local Governing Board if he has not provided to the Chairperson of the Local Governing Board a criminal records certificate at an enhanced disclosure level under section 113B of the Police Act 1997. In the event that the certificate discloses any information which would in the opinion of either the Chairperson or the Executive / Associate Headteacher confirm their unsuitability to work with children that person shall be disqualified. If a dispute arises as to whether a person shall be disqualified, a referral shall be made to the Secretary of State to determine the matter. The determination of the Secretary of State shall be final.

4.6.12 This clause 4.6.12 and clause 4.1.5 shall also apply to any member of any committee of the Local Governing Board who is not a Governor.

## **5 DELEGATED POWERS**

### **5.1 General Provisions**

5.1.1 Subject to the provisions of the Companies Act 2006, the Articles and to any directions given by the Members of the Company by special resolution, the Trustees may delegate functions to the Local Governing Board who may exercise the powers of the Company in so far as they relate to the Academy, in accordance with the terms of this Scheme.

5.1.2 In general terms, the responsibility of the Trustees and Chief Executive Officer in so far as the business of the Academy is concerned is to: set the strategic direction; determine the policy and procedures of the Academy; hold the Academy to account and provide challenge and support to the Associate Headteacher / Head of School. The Trustees are free to decide what constitutes a strategic issue, having regard to all the circumstances.

5.1.3 The Trustees shall delegate functions to the Local Governing Board that relate to:

- 5.1.3.1 the day-to-day life of the Academy; the health, safety and safeguarding arrangements; the implementation of the Academy's curriculum plans; the arrangements for teaching and learning;
- 5.1.3.2 the culture and traditions of the Academy;
- 5.1.3.3 policy approval for school specific policies;
- 5.1.3.4 Communication and the appropriate formation of relationships with parents of pupils attending the Academy to work with and support them in their role as primary educators of their children;
- 5.1.3.5 Relationships with other local schools, agencies and businesses, as well as the wider neighbourhood community, that enhances the quality of education provided by the Academy for its pupils;
- 5.1.3.6 Providing evaluative feedback and supporting evidence to the Trustees on the impact and effectiveness of both the Company's and the Academy's collective and individual: aims and objectives; policies; targets; and plans; and
- 5.1.3.7 The research and setting of the school budget ahead of final approval by Board of Trustees.
- 5.1.4 In the exercise of its powers and functions, the Local Governing Board will have due regard to all advice given by the Chief Executive Officer and the Trustees.

## 5.2 **Ethos and Values**

- 5.2.1 Whilst the Local Governing Board shall be responsible for ensuring that the Academy is conducted in accordance with its ethos and values referred to in clause 2 of this Scheme, the determination of the Academy's ethos and mission statement shall be the responsibility of the Trustees.
- 5.2.2 At all times, the Trustees and the Local Governing Board shall ensure that the Academy is conducted in accordance with the object of the Company and any agreement entered into with the Secretary of State for the funding of the Academy.

### 5.3 **Curriculum and Standards**

5.3.1 The Local Governing Board shall be responsible for the delivery and review of the curriculum but shall have regard to any views of the Trustees in recognition of the Trustees' obligation to the Secretary of State to provide a broad and balanced curriculum.

5.3.2 The Local Governing Board shall be responsible for the standards achieved by the Academy and the pupils attending the Academy but shall follow such advice and recommendations of the Chief Executive Officer as they might issue from time to time.

5.3.3 The Local Governing Board shall be responsible for the delivery and review from time to time of the Academy's admissions policy provided that no change will be made to the admissions criteria without consultation with the Chief Executive Officer and the written consent of the Trustees.

5.3.4 Any decision to expand the Academy shall be that of the Trustees but who shall have regard to the views of the Local Governing Board.

### 5.4 **Regulatory Matters**

5.4.1 The Company, the Local Governing Board and the FGP&A Committee (as defined below) shall have the responsibility for the satisfaction and observance of all regulatory and legal matters, and shall do all such things as the Trustees may specify as being necessary to ensure that the Company is meeting its legal obligations.

## **FINANCE, GENERAL PURPOSES & AUDIT COMMITTEE**

### 5.5 **Finance**

5.5.1 In acknowledgement of the receipt by the Company of funds in relation to each Academy, provided by the Secretary of State, donated to the Company and generated from the activities of the Company, the Trustees delegate to the FGP&A Committee the responsibility to manage and expend all monies received on account of each Academy for the purposes of the Academy. To manage and monitor any buy back amounts planned

by each Academy in order to benefit all the Academies working collaboratively.

5.5.2 The accounts of the Company shall be the responsibility of the Trustees but the FGP&A Committee shall provide such information about the finances of each Academy as often and in such format as the Trustees shall reasonably require.

5.5.3 The FGP&A Committee shall ensure that proper procedures are put in place for the safeguarding of funds and that the requirements of the Academies Financial Handbook are observed at all times as well as any requirements and recommendations of the Trustees, the Secretary of State and the Education Funding Agency.

5.5.4 The Chief Executive Officer will inform the FGP&A Committee of any need for significant unplanned expenditure in excess of £10,000 and will discuss with the FGP&A Committee to identify available funding.

5.5.5 The FGP&A Committee shall develop appropriate risk management strategies and shall at all times adopt financial prudence in managing the financial affairs of the Company to ensure compliance with the Academies Financial Handbook and all government recommended policies and requirements in so far as these relate to the Academy.

## 5.6 **Premises**

5.6.1 The routine maintenance of the buildings and facilities used in respect of each Academy is the responsibility of the Local Governing Board, whilst any material developments or proposed material capital expenditure shall be the responsibility of the Trustees and/or the FGP&A Committee (where responsibility has been delegated to the FGP&A Committee and LGB), who shall have regard at all times to the safety of the users of the buildings and the facilities and the legal responsibilities of the Company (and/or any others) as tenant to the owners of such buildings and facilities.

5.6.2 The insurance arrangements for the land and buildings used by the Academy will be the responsibility of the Trustees who shall recover the costs from the budget delegated to the Local Governing Board.



## 5.7 **Staff /HR**

5.7.1 The Trustees of the Company shall be responsible for appointing the Chief Executive Officer / Associate Headteacher and Head of School for each school. The appointment of a Head of School would normally be delegated to the Chief Executive Officer and LGB.

5.7.2 Subject to clause 4 of Schedule 3 and the Governance Structure Document, the Trustees of the Company may delegate such powers and functions as they consider are required to the Headteacher and LGB for the internal organisation, management and control of each Academy (including the implementation of all policies approved by the Chief Executive Officer and the Trustees).

5.7.3 The Chief Executive Officer and LGB shall be responsible for the process to appoint other staff and may elect to adopt an employment of staff grid for the management of all staff employed by each Academy.

5.7.4 The Chief Executive Officer and Trustees shall put in place procedures for the proper performance management, professional and personal development of staff, including the Headteacher of the Academy.

## 5.8 **Extended Schools and Business Activities**

5.8.1 The undertaking of any activities which may be described as part of the Academy's "extended schools' agenda" or any designed to generate business income shall be the responsibility of the Local Governing Board and the FGP&A Committee save that such activities shall only be undertaken in a manner consistent with any policy set by the Trustees and having regard to the viability of such activities, the impact on the Academy's activities and any financial implications, such as the threat of taxation in light of the Company's charitable objects and any threat to funding provided by the Secretary of State.

## **6 OPERATIONAL MATTERS**

6.1 The Local Governing Board shall comply with the obligations set out in Schedule 3 which deals with the day to day operation of the Local Governing Board.

- 6.2 The Local Governing Board will adopt and will comply with all policies that are approved by the Trustees and adopted by the Company from time to time (collectively the “**Policies**”).
- 6.3 All of the Governors have a duty to act independently and not as agents of those who may have appointed them and will act with integrity, objectivity and honesty in the best interests of the Company and the Academy and shall be open about decisions and be prepared to justify those decisions except in so far as any matter may be considered confidential.
- 6.4 The Local Governing Board will review its policies and practices on a regular basis, having regard to recommendations made by the Chief Executive Officer and where appropriate the Trustees from time to time, in order to ensure that the governance of the Academy is best able to adapt to the changing educational, political, and legal environment.
- 6.5 The Local Governing Board shall provide such data and information regarding the business of the Academy and the pupils attending the Academy as the Trustees may require from time to time.
- 6.6 The Local Governing Board shall submit to any inspections by the Chief Executive Officer and Trustee of Finance and Operations and any inspections pursuant to section 48 of the Education Act 2005 to assess how well the Academy is being managed in light of the additional responsibilities and expectations of schools which are academies.
- 6.7 The Local Governing Board shall work closely with and shall promptly implement any advice or recommendations made by the Trustees in the event that intervention is either threatened or is carried out by the Secretary of State or their Ofsted judgement is category 3 or 4 and the Trustees expressly reserve the unfettered right to review or remove any power or responsibility conferred on the Local Governing Board under this Scheme in such circumstances.

## **7** **REVIEW**

- 7.1 This Scheme shall operate from the Effective Date in respect of the named Academy.

7.2 Notwithstanding this being the first Scheme to apply in respect of the Academy, the Trustees will have the absolute discretion to review this Scheme at least on an annual basis and to alter any provisions of it.

7.3 In considering any material changes to this Scheme or any framework on which it is based, the Trustees will consider the interests of the Company as a whole.

## **8 WAIVER**

8.1 A waiver of any right or remedy under this Scheme is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a party to exercise any right or remedy provided under this Scheme or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.

8.2 No single or partial exercise of any right or remedy provided under this Scheme or by law shall preclude or restrict the further exercise of any such right or remedy.

## **9 SEVERANCE**

9.1 If any provision of this Scheme (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Scheme, and the validity and enforceability of the other provisions of this Scheme shall not be affected.

9.2 If a provision of this Scheme (or part of any provision) is found to be illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

## **10 RIGHTS OF THIRD PARTIES**

10.1 A person who is not a party to this Scheme shall not have any rights under or in connection with it.

## **11**      **NOTICES**

- 11.1      Any notice given to a party under or in connection with this Scheme shall be in writing and shall be:
- 11.1.1    delivered by hand or by pre-paid first-class post or other next working day delivery service at the address of the relevant party as stated at the beginning of this Scheme or such other address as the relevant party may provide to the other party in writing from time to time;
- 11.2      or sent by fax to the fax number provided by the relevant party to the other party in writing from time to time.
- 11.3      Any notice shall be deemed to have been received:
- 11.3.1    if delivered by hand, on signature of a delivery receipt;
- 11.3.2    if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; and
- 11.3.3    if sent by fax, at 9.00 am on the next Business Day after transmission.
- 11.4      For the avoidance of doubt, "writing" shall not include e-mail for the purposes of this clause.

## **12**      **GOVERNING LAW AND JURISDICTION**

- 12.1      This Scheme and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the law of England and Wales.
- 12.2      The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Scheme or its subject matter or formation (including non-contractual disputes or claims).

This Scheme has been entered into as a Deed on the date stated at the beginning of it.

## **SCHEDULE 1**

### **LIST OF GOVERNORS**

#### **Palmers Cross**

Mr Kevin Grayson / Mrs Louise Dollery  
Mrs Rebecca Wood  
Mr Derek Brown (Chair)  
Mrs Beverley Callaghan  
Mr Tony Jackson  
Mrs Esther Cuthill  
Mrs Katie Parsons  
Mrs Sarah Harper  
Mrs Alison Wadge  
Mrs Claire Amos

**SCHEDULE 2**

**DEED OF ADHERENCE TO BE EXECUTED BY EACH GOVERNOR  
ON BEING APPOINTED (PURSUANT TO CLAUSE 4.1.5)**

*[Date]*

Palmers Cross Primary School

**DEED OF ADHERENCE**

**BETWEEN**

**THE COMPANY**

**AND**

***[NAME OF EACH SUBSEQUENT GOVERNOR APPOINTEE]***

**THIS DEED** is dated [*insert date*]

## **PARTIES**

- (1) **ELSTON HALL MULTI ACADEMY TRUST** incorporated and registered in England and Wales with company number 09780473 whose registered office is at Elston Hall Primary School, Stafford Road, Fordhouses, Wolverhampton, West Midlands, WV10 6NN (the “**Company**”); and
- (2) [**Name of the new Governor**].

## **BACKGROUND**

- (A) [**Name of the new Governor**] [is nominated] [is appointed] [has been duly elected] as a [Staff] [Parent] Governor for Palmers Cross Primary School [under the provisions of [4.2.1], [4.2.2] or [4.2.4] of that Academy’s Scheme].

### **1. AGREED TERMS**

#### **1.1 Interpretation**

- 1.1.1. Words and expressions used in this deed shall, unless the context expressly requires otherwise, have the meaning given to them in, and be interpreted in accordance with, the Scheme.

#### **1.2 Adherence to the Scheme**

- 1.2.1 [**Name of new Governor**] hereby:

- 1.2.1.1 confirms [he/she] [is nominated][is appointed][has been duly elected] as a [Staff] [Parent] Governor for Palmers Cross Primary School and accepts and is willing and able to fulfil the duties of that office;

- 1.2.1.2 acknowledges to the Company that [he/she] has been provided with, has read and understood the terms of:

- 1.2.1.2.1 the Articles;

- 1.2.1.2.2 the Master Funding Agreement;

- 1.2.1.2.3 the Supplemental Funding Agreement applicable to the Academy;

- 1.2.1.2.4 the lease entered into by the Company as tenant with Wolverhampton County Council as landlord, (the “**Lease**”);
  - 1.2.1.2.5 the Scheme of Delegation for the Academy (“the **Scheme**”); and
  - 1.2.1.2.6 the Company’s governance structure document effective from 1 January 2016, as amended or updated by the Trustees from time to time (the “**Governance Structure Document**”); [and]
  - 1.2.1.2.7 *[list policies]*;
- 1.2.2 undertakes to the Company to comply with the terms of the documents listed above throughout the term of [his/her] appointment as a Governor for the Academy and shall carry out and comply with the policies, directions and instructions issued by the Trustees and not, whether by any act or omission, breach or to do anything to put the Trustees in breach of their obligations under the Articles and/or the Relevant Funding Agreement insofar as their terms are applicable to the Academy.

### 1.3 **Variation of the Scheme**

- 1.3.1 Schedule 1 to the Scheme (the list of Governors from time to time) shall be amended as set out in Schedule 1 to this deed. All other terms of the Scheme shall be unaffected by this deed and the Scheme shall remain in full force and effect.

### 1.4 **Governing Law and Jurisdiction**

- 1.4.1 This deed and any disputes or claims arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 1.4.2 The parties irrevocably agree that the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement, its subject matter or formation (including non-contractual disputes or claims).

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.



**SCHEDULE 1 TO DEED OF ADHERENCE**

**LIST OF GOVERNORS FROM THE DATE OF THE DEED**

*[Insert List]*

This Deed of Adherence is signed as a **DEED** by:

*[Name of Governor]*

Signature of Governor

.....

Name of Governor

.....

In the presence of a witness:

Name of Witness

.....

Signature of Witness

.....

Address of Witness

.....

.....

.....

## SCHEDULE 3

### FUNCTIONING OF THE LOCAL GOVERNING BOARD

#### 1. CHAIRPERSON OF THE LOCAL GOVERNING BOARD

- 1.1 The Governors shall appoint the Chairperson of the Local Governing Board (the “**Chairperson**”). Subject to paragraphs 1.2 and 1.3 below, the Chairperson may be appointed for between 1 and 4 years, to be determined by the Local Governing Board at the time of election.
- 1.2 The Chairperson may at any time resign his office by giving notice in writing to the Local Governing Board.
- 1.3 The Trustees may remove the Chairperson from office by passing a board resolution with a simple majority, provided that it is in the best interests of the Company to do so.

#### 2. CONFLICTS OF INTEREST

- 2.1 Any member of the Local Governing Board who has or can have any direct or indirect duty or personal interest (including but not limited to any Personal Financial Interest) which conflicts or may conflict with his duties as a member of the Local Governing Board shall disclose that fact to the Local Governing Board as soon as he becomes aware of it. A person must absent himself from any discussions of the Local Governing Board in which it is possible that a conflict will arise between his duty to act solely in the interests of the Academy and any duty or personal interest (including but not limited to any Personal Financial Interest).
- 2.2 For the purpose of paragraph 2.1, a person has a Personal Financial Interest if he is in the employment of the Company or is in receipt of remuneration or the provision of any other benefit directly from the Company or in some other way is linked to the Company or the Academy.
- 2.3 Any disagreement between the members of the Local Governing Board and the Chief Executive Officer / Associate Headteacher or any

subcommittee of the Local Governing Board shall be referred to the Trustees for their determination.

### 3. **THE MINUTES**

3.1 The minutes of the proceedings of a meeting of the Local Governing Board shall be drawn up and entered into a book kept for the purpose by the person authorised to keep the minutes of the Local Governing Board; and shall be signed (subject to the approval of the members of the Local Governing Board) at the same or next subsequent meeting by the person acting as Chairperson thereof. The minutes shall include a record of:

3.1.1 All appointments of officers made by the Local Governing Board; and

3.1.2 All proceedings at meetings of the Local Governing Board and of committees of the Local Governing Board including the names of all persons present at each such meeting.

3.2 The Chairperson shall ensure that copies of minutes of all meetings of the Local Governing Board (and such of the subcommittees as the Trustees shall from time to time notify) shall be provided to the Trustees.

### 4. **COMMITTEES**

4.1 The Trustees shall create such subcommittees of the Trustees as they see fit to ensure that the Company and the Local Governing Board are managed and operate in an effective manner including but not limited to a subcommittee for Audit, Finance and Premises and Staff and Safeguarding.

4.2 The Trustees may elect an interim advisory board that shall, at its discretion, determine the constitution, membership and proceedings of the Local Governing Board and any subcommittee. The establishment, terms of reference, constitution and membership of any subcommittee shall be reviewed by the Trustees and the interim advisory board at least once in every six months.

4.3 The Trustees will regularly review the performance of the Academy and will make such recommendations and take such actions as they deem

appropriate, as permitted by law, to ensure that the standards of the Academy improve.

- 4.4 Any dispute in relation to clauses 4.2 or 4.3 above shall be determined by the Trustees, in their absolute discretion, acting in accordance with the best interests of the Company as a whole.

5. **DELEGATION**

- 5.1 Where any power or function of the Trustees or the Local Governing Board is exercised by any subcommittee, any Trustee or member of the Local Governing Board, the Executive / Associate Headteacher or any other holder of an executive office, that person or subcommittee shall report to the Local Governing Board in respect of any action taken or decision made with respect to the exercise of that power or function at the meeting of the Local Governing Board immediately following the taking of the action or the making of the decision.

6. **MEETINGS OF THE LOCAL GOVERNING BOARD**

- 6.1 Subject to this Scheme and the provisions of the Governance Structure Document, the Local Governing Board may regulate its proceedings as the members of the Local Governing Board think fit.

- 6.2 The Local Governing Board shall meet at least three times in every school year. Meetings of the Local Governing Board shall be convened by the clerk to the Local Governing Board. In exercising his functions under this Scheme the clerk shall comply with any direction:

- 6.2.1 Given by the Chief Executive Officer and the Trustee of Finance and Operations or the Local Governing Board;

- 6.2.2 given by the Chairperson of the Local Governing Board , in so far as such direction is not inconsistent with any direction given as mentioned in clause 6.2.1 above; or

- 6.2.3 Given by the Chief Executive Officer.

- 6.3 Any three members of the Local Governing Board may, by notice in writing given to the clerk, requisition a meeting of the Local Governing Board; and

it shall be the duty of the clerk to convene such a meeting as soon as is reasonably practicable.

6.4 Each member of the Local Governing Board shall be given at least seven clear days before the date of a meeting:

6.4.1 notice in writing thereof, signed by the clerk, and sent to each member of the Local Governing Board at the address provided by each member from time to time; and

6.4.2 A copy of the agenda for the meeting,

provided that where the Chairperson so determines, on the ground that there are matters demanding urgent consideration, it shall be sufficient if the written notice of a meeting, and the copy of the agenda thereof are given within such shorter period as he directs.

6.5 The convening of a meeting and the proceedings conducted thereat shall not be invalidated by reason of any individual not having received written notice of the meeting or a copy of the agenda thereof.

6.6 A resolution to rescind or vary a resolution carried at a previous meeting of the Local Governing Board shall not be proposed at a meeting of the Local Governing Board unless the consideration of the rescission or variation of the previous resolution is a specific item of business on the agenda for that meeting.

6.7 A meeting of the Local Governing Board shall be terminated forthwith if:

6.7.1 The Governors so resolve; or

6.7.2 The number of members present ceases to constitute a quorum for a meeting of the Local Governing Board in accordance with clause 6.10 of this Schedule 3.

6.8 Where in accordance with clause 6.7 of this Schedule 3 a meeting is not held or is terminated before all the matters specified as items of business on the agenda for the meeting have been disposed of, a further meeting shall be convened by the clerk as soon as is reasonably practicable, but in any event within fourteen days of the date on which the meeting was

originally to be held or was so terminated.

- 6.9 Where the Local Governing Board resolves in accordance with clause 6.7 of this Schedule 3 to adjourn a meeting before all the items of business on the agenda have been disposed of, the Local Governing Board shall before doing so determine the time and date at which a further meeting is to be held for the purposes of completing the consideration of those items, and they shall direct the clerk to convene a meeting accordingly.
- 6.10 The quorum for a meeting of the Local Governing Board, and any vote on any matter thereat, shall be any three of the members of the Local Governing Board, or, where greater, any one third (rounded up to a whole number) of the total number of persons holding office on the Local Governing Board at the date of the meeting.
- 6.11 The Local Governing Board may act notwithstanding any vacancies on its board, but, if the number of persons serving is less than the number fixed as the quorum, the continuing persons may act only for the purpose of filling vacancies or of calling a general meeting.
- 6.12 Subject to this Scheme, every question to be decided at a meeting of the Local Governing Board shall be determined by a majority of the votes of the persons present and entitled to vote on the question. Every member of the Local Governing Board shall have one vote.
- 6.13 Where there is an equal division of votes, the Chairperson of the meeting shall have a casting vote in addition to any other vote he may have.
- 6.14 The proceedings of the Local Governing Board shall not be invalidated by:
- 6.14.1 Any vacancy on the board; or
- 6.14.2 Any defect in the election, appointment or nomination of any person serving on the Local Governing Board.
- 6.15 A resolution in writing, signed by all the persons entitled to receive notice of a meeting of the Local Governing Board or of a subcommittee of the Local Governing Board, shall be valid and effective as if it had been passed at a meeting of the Local Governing Board or (as the case may be) a

subcommittee of the Local Governing Board duly convened and held. Such a resolution may consist of several documents in the same form, each signed by one or more of the members of the Local Governing Board and may include an electronic communication by or on behalf of the Local Governing Board indicating his or her agreement to the form of resolution providing that the member has previously notified the Local Governing Board in writing of the email address or addresses which the member will use.

6.16 Subject to clause 6.16 below, the Local Governing Board shall ensure that a copy of:

6.16.1 The agenda for every meeting of the Local Governing Board;

6.16.2 The signed minutes of every such meeting; and

6.16.3 Any report, document or other paper considered at any such meeting subject to any applicable confidentiality laws,

are, as soon as is reasonably practicable, made available at the Academy to persons wishing to inspect them.

6.17 There may be excluded from any item required to be made available in pursuance of clause 6.16 above, any material relating to:

6.17.1 A named teacher or other person employed, or proposed to be employed, at the Academy;

6.17.2 A named pupil at, or candidate for admission to, the Academy; and

6.17.3 Any matter which, by reason of its nature, the Local Governing Board is satisfied should remain confidential.

6.18 Any member of the Local Governing Board shall be able to participate in meetings of the Local Governing Board by telephone or video conference provided that:

6.18.1 he has given notice of his intention to do so detailing the telephone number on which he can be reached and/or appropriate details of the video conference suite from which he shall be taking part at the time of the

meeting at least 48 hours before the meeting;

6.18.2 The Local Governing Board has access to the appropriate equipment; and

6.18.3 If after all reasonable efforts it does not prove possible for the person to participate by telephone or video conference the meeting may still proceed with its business provided it is otherwise quorate.

7. **INDEMNITY**

7.1 Subject to the provisions of the Companies Act 2006, every Governor or other officer or auditor of the Company acting in relation to the Academy shall be indemnified out of the assets of the Company against any liability incurred by him in that capacity in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted, or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.



## **ANNEXURE 1**

### **ARTICLES**

**ANNEXURE 2**

**MASTER FUNDING AGREEMENT**

**ANNEXURE 3**

**SUPPLEMENTAL FUNDING AGREEMENT**

**ANNEXURE 4**

**LEASE**

**ANNEXURE 5**

**GOVERNANCE STRUCTURE DOCUMENT**

Executed as a Deed

for and on behalf of:

**ELSTON HALL MULTI ACADEMY TRUST**

.....

Trustee

In the presence of:

Witness: .....

Witness Signature: .....

Address: .....

.....

Occupation: .....

Executed as a Deed by the Local Governing Board

acting by the Governors listed in Schedule 1

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