

CONSTITUTION OF DR RADCLIFFE'S SCHOOL FOUNDATION
(CHARITY NUMBER: 309182)

Adopted on the

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PART 1

1. Adoption of the constitution

The association and its property will be administered and managed in accordance with the provisions in Parts 1 and 2 of this constitution.

2. Name

The association's name is Dr Radcliffe's School Foundation (and in this document it is called the "**Foundation**").

3. Objects

The Foundation's objects ("**the Objects**") are to:

- 3.1. benefit the inhabitants of the Parish of Steeple Aston (including the civil parishes of Steeple and Middle Aston) and the surrounding area ("**the Area of Benefit**") by applying the income of the Foundation;
- 3.2. to promote the education of children and young persons under the age of 25 years ("**Children and Young Persons**") who are
 - 3.2.1. either resident in the Area of Benefit or
 - 3.2.2. have attended Dr Radcliffe's Church of England Primary School ("**the School**") for at least two years at any time,including (but not limited by) the following:
 - 3.2.3. providing land and buildings for the use of the School;
 - 3.2.4. funding educational provision at the School additional to that provided by the government or the School's governing body;
 - 3.2.5. funding building additions, enhancements, alterations and repairs of the School additional to those provided by the Government or the School's funders;
 - 3.2.6. providing funds to assist the education, training or apprenticeship of Children and Young Persons; and
 - 3.2.7. supporting in a like manner Steeple Aston Pre-School (registered charity number: 1157941) or such charity as may succeed it
- 3.3.
- 3.4. for such charitable purposes for the public benefit of inhabitants of the Area of Benefit as the Trustees think fit; and

3.5. to fund Dr Radcliffe's Almshouses (charity registration number 203845) or such charity as may succeed it.

4. **Application of income of the Foundation**

4.1. The income of the Foundation shall be applied solely towards the promotion of the Objects.

4.2. A Foundation trustee is entitled to be reimbursed from the income of the Foundation, or may pay out of such income, reasonable expenses properly incurred by him or her when acting on behalf of the Foundation.

4.3. A Foundation trustee may benefit from trustee indemnity insurance cover purchased at the Foundation's expense in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011.

5. **Benefits and payments to Foundation trustees and connected persons**

5.1. **General provisions**

No Foundation trustee or connected person may:

5.1.1. buy or receive any goods or services from the Foundation on terms preferential to those applicable to members of the public;

5.1.2. sell goods, services or any interest in land to the Foundation;

5.1.3. be employed by, or receive any remuneration from, the Foundation;

5.1.4. receive any other financial benefit from the Foundation;

unless the payment is permitted Clause 5.2, or authorised by the court of the Charity Commission ("**the Commission**"). In this clause, a "**financial benefit**" means a benefit, direct or indirect, which is either money or has a monetary value.

5.2. **Scope and powers permitting trustees' or connected persons' benefits**

5.2.1. A Foundation trustee or connected person may receive a benefit from the Foundation in the capacity of a beneficiary of the Foundation provided that a majority of the trustees do not benefit in this way.

5.2.2. A Foundation trustee or connected person may enter into a contract for the supply of services, or of goods that are supplied in connection with the provision of services, to the Foundation where that is permitted in accordance with, and subject to the conditions in, section 185 of the Charities Act 2011.

5.2.3. Subject to Clause 5.3 a Foundation trustee or connected person may provide the Foundation with goods that are not supplied in connection with services provided to the Foundation by the Foundation trustee or connected person.

- 5.2.4. A Foundation trustee or connected person may receive interest on money lent to the Foundation at a reasonable and proper rate which must be not more than the Bank of England bank rate (also known as the base rate).
- 5.2.5. A Foundation trustee or connected person may receive rent for premises let to the Foundation by the trustee or connected person. The amount of the rent and the other terms of the lease must be reasonable and proper. The Foundation trustee concerned must withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion.
- 5.2.6. A Foundation trustee or connected person may take part in the normal trading and fundraising activities of the Foundation on the same terms as members of the public.

5.3. **Payment for supply of goods only – controls**

The Foundation and its trustees may only rely upon the authority provided by Clause 5.2.3 if each of the following conditions is satisfied:

- 5.3.1. The amount or maximum amount of the payment for the goods is set out in an agreement in writing between the Foundation and the trustee or connected person supplying the goods (“**the supplier**”) under which the supplier is to supply the goods in question to or on behalf of the Foundation.
- 5.3.2. The amount or maximum amount of the payment for the goods does not exceed what is reasonable in the circumstances for the supply of the goods in question.
- 5.3.3. The other Foundation trustees are satisfied that it is in the best interests of the Foundation to contract with the supplier rather than with someone who is not a trustee or connected person. In reaching that decision the Foundation must balance the advantage of contracting with a trustee or connected person against the disadvantage of doing so.
- 5.3.4. The supplier is absent from the part of any meeting at which there is discussion of the proposal to enter into a contract or arrangement with him or her or it with regard to the supply of goods to the Foundation.
- 5.3.5. The supplier does not vote on any such matter and is not to be counted when calculating whether a quorum of Foundation trustees is present at the meeting.
- 5.3.6. The reason for their decision is recorded by the Foundation in the minutes of the Foundation.
- 5.3.7. A majority of the Foundation trustees then in office are not in receipt of remuneration or payments authorised by Clause 5.

- 5.4. In Clauses 5.2 and 5.3:
- 5.4.1. “the Foundation” includes any company in which the Foundation:
 - 5.4.1.1. holds more than 50% of the shares; or
 - 5.4.1.2. controls more than 50% of the voting rights attached to the shares; or
 - 5.4.1.3. has the right to appoint one or more trustees to the board of the company.
 - 5.4.2. “connected person” includes any person within the definition set out in Clause 23 (Interpretation).

6. **Dissolution**

- 6.1. If the trustees resolve to dissolve the Foundation the trustees will remain in office as Foundation trustees and be responsible for winding up the affairs of the Foundation in accordance with this clause.
- 6.2. The trustees must collect in all the assets of the Foundation and must pay or make provision for all the liabilities of the Foundation.
- 6.3. The trustees must apply any remaining property or money:
 - 6.3.1. directly for the Objects;
 - 6.3.2. by transfer to any charity or charities for purposes the same as or similar to objects of the Foundation;
 - 6.3.3. in such other manner as the Charity Commission for England and Wales (“the Commission”) may approve in writing in advance.
- 6.4. The trustees must notify the Commission promptly that the Foundation has been dissolved. If the trustees are obliged to send the Foundation’s accounts to the Commission for the accounting period which ended before its dissolution, they must send the Commission the Foundation’s final accounts.

7. **Amendment of constitution**

- 7.1. The Foundation may amend any provision contained in Part 1 of this constitution provided that:
 - 7.1.1. no amendment may be made that would have the effect of making the Foundation cease to be a charity at law;
 - 7.1.2. no amendment may be made to alter the Objects if the change would undermine or work against the previous Objects of the Foundation;
 - 7.1.3. no amendment may be made to Clause 3 (Objects), 4 (Application of income), Clause 5 (Benefits and payments to Foundation trustees and connected persons), Clause 6 (Dissolution) or this clause without the prior consent in writing of the Commission;

- 7.1.4. any resolution to amend a provision of Part 1 of this constitution is passed by not less than two thirds of the trustees present and voting at a trustee meeting.
- 7.2. Any provision contained in Part 2 of this constitution may be amended, provided that any such amendment is made by resolution passed by a simple majority of the trustees present at a trustee meeting.
- 7.3. A copy of any resolution of the trustees amending this constitution shall be sent to the Commission within twenty one days of it being passed.

Part 2

8. **Appointment of trustees**

- 8.1. The trustees of the Foundation shall number ten and shall consist of:
 - 8.1.1. the Rector of Steeple Aston Church as appointed from time to time;
 - 8.1.2. The chair of Governors from time to time of the School;
 - 8.1.3. one trustee nominated by each of (each an “**Appointor**”);
 - 8.1.3.1. Steeple Aston PCC
 - 8.1.3.2. the Rector and Churchwardens of Steeple Aston;
 - 8.1.3.3. Steeple Aston PC; and
 - 8.1.3.4. the Oxford Diocesan Board of Education;
 - 8.1.4. Up to four further trustees appointed by the board of trustees
- 8.2. All appointments shall take into account:
 - 8.2.1. the skills required for the effective management of the Foundation;
 - 8.2.2. local knowledge and connections of the parishes of Steeple and Middle Aston and the surrounding area; and
 - 8.2.3. connections with the School and education,
- 8.3. All Trustees shall be appointed at a meeting of the board of trustees.
- 8.4. Subject to Clause 14.1, the trustees may:
 - 8.4.1. appoint any person who is willing to act as a trustee; and
 - 8.4.2. subject to Clause 14.2, they may also appoint trustees to act as officers.
- 8.5. Each of the trustees shall retire on the third anniversary of their appointment but shall be eligible for re-appointment by a meeting of the board of trustees (and appropriate nomination where necessary).
- 8.6. The appointment of a trustee must not cause the number of trustees to exceed any number fixed in accordance with this constitution as the maximum number of trustees.
- 8.7. The trustees may not appoint a person to be an officer if a person has already been elected or appointed to that office and has not vacated the office.

- 8.8. Religious opinions or attendance or non-attendance at any particular form of religious worship shall not in any way affect the qualification of any person for being a trustee of the Foundation
- 8.9. No one shall be appointed as a trustee:
- 8.9.1. if he or she is under the age of 18 years; or
- 8.9.2. if he or she would at once be disqualified from office under the provisions of clause 10 of this deed.
- 8.10. No one shall be entitled to act as a trustee whether on appointment or on any re-appointment as trustee until he or she has expressly acknowledged, in whatever way the trustees decide, his or her acceptance of the office of trustee of the charity.

9. **Powers of trustees**

- 9.1. The trustees must manage the business of the Foundation and have the following powers in order to further the Objects (but not for any other purpose):
- 9.1.1. to raise funds. In doing so, the trustees must not undertake any taxable permanent activity and must comply with any relevant statutory regulations;
- 9.1.2. to buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use;
- 9.1.3. to sell, lease or otherwise dispose of all or any part of the property belonging to the Foundation. In exercising this power, the trustees must comply as appropriate with sections 117 – 122 of the Charities Act 2011;
- 9.1.4. to borrow money and to charge the whole or any part of the property belonging to the Foundation as security for repayment of the money borrowed. The trustees must comply as appropriate with sections 124 – 126 of the Charities Act 2011, if they intend to mortgage land;
- 9.1.5. to co-operate with other charities, voluntary bodies and statutory authorities and to exchange information and advice with them;
- 9.1.6. to establish or support any charitable trusts, associations or institutions formed for any of the charitable purposes included in the Objects;
- 9.1.7. to acquire, merge with or enter into any partnership or joint venture arrangement with any other charity formed for any of the Objects;
- 9.1.8. to set aside income as a reserve against future expenditure but only in accordance with a written policy about reserves;
- 9.1.9. to obtain and pay for such goods and services as are necessary for carrying out the work of the Foundation;
- 9.1.10. to open and operate such bank and other accounts as the trustees consider necessary and to invest funds and to delegate the management

of funds in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustee Act 2000;

9.1.11. to do all such other lawful things as are necessary for the achievement of the objects.

9.2. No alteration of this constitution shall have retrospective effect to invalidate any prior act of the trustees.

9.3. Any meeting of trustees at which a quorum is present at the time the relevant decision is made may exercise all the powers exercisable by the trustees.

10. **Disqualification and removal of trustees**

10.1. A trustee shall cease to hold office if he or she:

10.1.1. is disqualified from acting as a trustee by virtue of sections 178 and 179 of the Charities Act 2011 (or any statutory re-enactment or modification of that provision);

10.1.2. in the written opinion, given to the Foundation, of a registered medical practitioner treating that person, has become physically or mentally incapable of acting as a trustee and may remain so for more than three months;

10.1.3. resigns as a trustee by notice to the Foundation (but only if at least two trustees will remain in office when the notice of resignation is to take effect);

10.1.4. is absent without the permission of the trustees from all their meetings held within a period of twelve consecutive months and the trustees resolve that his or her office be vacated; or

10.1.5. written notice of termination of their position as a trustee is served by the Appointor and the Appointor has nominated a new individual as its appointed trustee in accordance with Clause 8.1.3.

11. **Proceedings of trustees**

11.1. The trustees may regulate their proceedings as they think fit, subject to the provisions of this constitution.

11.2. The trustees shall hold ordinary meetings at least twice each calendar year.

11.3. Any two trustees may together call a meeting of the trustees upon a minimum of four working days' notice being given to the other trustees of the matters to be discussed.

11.4. Questions arising at a meeting must be decided by a majority of votes.

11.5. In the case of an equality of votes, the person who chairs the meeting shall have a second or casting vote.

- 11.6. No decision may be made by a meeting of the trustees unless a quorum is present at the time the decision is purported to be made.
- 11.7. The quorum shall be two or the number nearest to one-half of the total number of trustees, whichever is the greater or such larger number as may be decided from time to time by the trustees.
- 11.8. A trustee shall not be counted in the quorum present when any decision is made about a matter upon which that trustee is not entitled to vote.
- 11.9. If the number of trustees is less than the number fixed as the quorum, the continuing trustees or trustee may act only for the purpose of filling vacancies or of calling a general meeting.
- 11.10. The person elected as the Chair shall chair meetings of the trustees.
- 11.11. If the Chair is unwilling to preside or is not present within ten minutes after the time appointed for the meeting, the trustees present may appoint one of their number to chair that meeting.
- 11.12. The person appointed to chair meetings of the trustees shall have no functions or powers except those conferred by this constitution or delegated to him or her in writing by the trustees.
- 11.13. A resolution in writing signed by all the trustees entitled to receive notice of a meeting of trustees or of a committee of trustees and to vote upon the resolution shall be as valid and effectual as if it had been passed at a meeting of the trustees or (as the case may be) a committee of trustees duly convened and held.
- 11.14. The resolution in writing may comprise several documents containing the text of the resolution in like form each signed by one or more trustees.
- 11.15. Any of the trustees who shall dissent from a decision of the trustees shall nevertheless concur in executing or signing any document or doing any act necessary for giving effect to such decision without being responsible for any resulting loss.
- 11.16. A resolution in writing signed by all the trustees (excluding a conflicted or a disqualified trustee') shall be as valid as a resolution passed at a meeting.

12. **Conflicts of interests and conflicts of loyalties**

- 12.1. A Foundation trustee must:
 - 12.1.1. declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the Foundation or in any transaction or arrangement entered into by the Foundation which has not been previously declared; and
 - 12.1.2. absent himself or herself from any discussions of the Foundation trustees in which it is possible that a conflict will arise between his or her duty to

act solely in the interests of the Foundation and any personal interest (including but not limited to any personal financial interest).

- 12.2. Any Foundation trustee absenting himself or herself from any discussions in accordance with this clause must not vote or be counted as part of the quorum in any decision of the Foundation trustees on the matter.

13. **Saving provisions**

- 13.1. Subject to Clause 13.2, all decisions of the Foundation trustees, or of a committee of the Foundation trustees, shall be valid notwithstanding the participation in any vote of a Foundation trustee:

13.1.1. who is disqualified from holding office;

13.1.2. who had previously retired or who had been obliged by this constitution to vacate office;

13.1.3. who was not entitled to vote on the matter, whether by reason of a conflict of interests or otherwise;

if, without the vote of that Foundation trustee and that Foundation trustee being counted in the quorum, the decision has been made by a majority of the Foundation trustees at a quorate meeting.

- 13.2. Clause 13.1 does not permit a Foundation trustee to keep any benefit that may be conferred upon him or her by a resolution of the Foundation trustees or of a committee of Foundation trustees if, but for Clause 13.1, the resolution would have been void, or if the Foundation trustee has not complied with Clause 12 (Conflicts of interests and conflicts of loyalties).

14. **Delegation**

- 14.1. The trustees may delegate any of their powers or functions to a committee of two or more trustees but the terms of any such delegation must be recorded in the minute book.

- 14.2. The trustees may impose conditions when delegating, including the conditions that:

14.2.1. the relevant powers are to be exercised exclusively by the committee to whom they delegate;

14.2.2. no expenditure may be incurred on behalf of the Foundation except in accordance with a budget previously agreed with the trustees.

- 14.3. The trustees may revoke or alter a delegation.

- 14.4. All acts and proceedings of any committees must be fully and promptly reported to the trustees.

15. **Irregularities in proceedings**

- 15.1. Subject to Clause 15.2, all acts done by a meeting of trustees, or of a committee of trustees, shall be valid notwithstanding the participation in any vote of a trustee:
- 15.1.1. who was disqualified from holding office;
 - 15.1.2. who had previously retired or who had been obliged by the constitution to vacate office;
 - 15.1.3. who was not entitled to vote on the matter, whether by reason of conflict of interests or otherwise;
- if, without:
- 15.1.4. the vote of that trustee; and
 - 15.1.5. that trustee being counted in the quorum,
- the decision has been made by a majority of the trustees at a quorate meeting.
- 15.2. Clause 15.1 does not permit a trustee to keep any benefit that may be conferred upon him or her by a resolution of the trustees or of a committee of trustees if the resolution would otherwise have been void.
- 15.3. No resolution or act of:
- 15.3.1. the trustees;
 - 15.3.2. any committee of the trustees;
 - 15.3.3. the Foundation in general meeting
- shall be invalidated by reason of the failure to give notice to any trustee or member or by reason of any procedural defect in the meeting unless it is shown that the failure or defect has materially prejudiced a member or the beneficiaries of the Foundation.

16. **Minutes**

The trustees must keep minutes of all:

- 16.1. appointments of officers and trustees by the trustees;
- 16.2. proceedings at meetings of the Foundation;
- 16.3. meetings of the trustees and committees of trustees including:
 - 16.3.1. the names of the trustees present at the meeting;
 - 16.3.2. the decisions made at the meetings; and
 - 16.3.3. where appropriate the reasons for the decisions.

17. **Accounts, Annual Report, Annual Return**

- 17.1. The trustees must comply with their obligations under the Charities Act 2011 with regard to:
- 17.1.1. the keeping of accounting records for the Foundation;
 - 17.1.2. the preparation of annual statements of account for the Foundation;
 - 17.1.3. the transmission of the statements of account to the Commission;
 - 17.1.4. the preparation of an Annual Report and its transmission to the Commission;

17.1.5. the preparation of an Annual Return and its transmission to the Commission.

17.2. Accounts must be prepared in accordance with the provisions of any Statement of Recommended Practice issued by the Commission, unless the trustees are required to prepare accounts in accordance with the provisions of such a Statement prepared by another body.

18. **Registered particulars**

The trustees must notify the Commission promptly of any changes to the Foundation's entry on the Central Register of Charities.

19. **Property**

19.1. The trustees must ensure the title to:

19.1.1. all land held by or in trust for the Foundation that is not vested in the Official Custodian of Charities; and

19.1.2. all investments held by or on behalf of the Foundation is vested either in a corporation entitled to act as custodian trustee or in not less than three individuals appointed by them as holding trustees.

19.2. The terms of the appointment of any holding trustees must provide that they may act only in accordance with lawful directions of the trustees and that if they do so they will not be liable for the acts and defaults of the trustees or of the members of the Foundation.

19.3. The trustees may remove the holding trustees at any time.

20. **Repair and insurance**

The trustees must keep in repair and insure to their full value against fire and other usual risks all the buildings of the Foundation (except those buildings that are required to be kept in repair and insured by a tenant). They must also insure suitably in respect of public liability and employer's liability.

21. **Notices**

21.1. Any notice required by this constitution to be given to or by any person must be:

21.1.1. in writing; or

21.1.2. given using electronic communications.

21.2.

21.2.1. Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given.

- 21.2.2. Proof that a notice contained in an electronic communication was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice was given.
- 21.2.3. A notice shall be deemed to be given 48 hours after the envelope containing it was posted or, in the case of an electronic communication, 48 hours after it was sent.

22. **Duty of care and extent of liability**

- 22.1. When exercising any power (whether given to them by this deed, or by statute, or by any rule of law) in administering or managing the charity, each of the trustees must use the level of care and skill that is reasonable in the circumstances, taking into account any special knowledge or experience that he or she has or claims to have (“**the duty of care**”).
- 22.2. No trustee, and no one exercising powers or responsibilities that have been delegated by the trustees, shall be liable for any act or failure to act unless, in acting or in failing to act, he or she has failed to discharge the duty of care.

23. **Rules**

- 23.1. The trustees may from time to time make rules or bye-laws for the conduct of their business.
- 23.2. The bye-laws may regulate the following matters but are not restricted to them:
 - 23.2.1. the setting aside of the whole or any part or parts of the Foundation’s premises at any particular time or times or for any particular purpose or purposes;
 - 23.2.2. the procedure at general meeting and meetings of the trustees in so far as such procedure is not regulated by the constitution;
 - 23.2.3. the keeping and authenticating of records. (if regulations made under this clause permit records of the Foundation to be kept in electronic form and requires a trustee to sign the record, the regulations must specify a method of recording the signature that enables it to be properly authenticated);
 - 23.2.4. generally, all such matters as are commonly the subject matter of the rules of an unincorporated association.
- 23.3. The Foundation in general meeting has the power to alter, add to or repeal the rules or bye-laws.
- 23.4. The trustees must adopt such means as they think sufficient to bring the rules and bye-laws to the notice of members of the Foundation.

23.5. The rules or bye-laws shall be binding on all members of the Foundation. No rule or bye-law shall be inconsistent with, or shall affect or repeal anything contained in, this constitution.

24. Interpretation

In this constitution “**connected person**” means:

- 24.1. a child, parent, grandchild, grandparent, brother or sister of the trustee;
- 24.2. the spouse or civil partner of the trustee or of any person falling within Clause 24.1;
- 24.3. a person carrying on business in partnership with the trustee or with any person falling within Clauses 24.1 or 24.2;
- 24.4. an institution which is controlled –
 - 24.4.1. by the trustee or any connected person falling within Clauses 24.1 to 24.3 (inclusive); or
 - 24.4.2. by two or more persons falling within Clause 24.4.1, when taken together
- 24.5. a body corporate in which –
 - 24.5.1. the charity trustee or any connected person falling within Clauses 24.1 to 24.3 (inclusive) has a substantial interest; or
 - 24.5.2. two or more persons falling within Clause 24.5.1 who, when taken together, have a substantial interest
- 24.6. sections 350 – 352 of the Charities Act 2011 apply for the purposes of interpreting the terms used in this clause.

Signatures

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