



# BLANK MEMBERS' AGREEMENT

relating to

Multi-Academy Trust

(Company registration number)

Anthony Collins Solicitors LLP

134 Edmund Street

Birmingham

West Midlands

B3 2ES

**MEMBERS' AGREEMENT** dated the                      day of                      20

**BETWEEN**



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## 1. DEFINITIONS

In this Agreement the following terms shall have the following meanings:-

**"Academies "** means the school(s) known carried on by the Academy Trust and such other Church of England schools as may join the Academy Trust at a later date.

**"Academy Trust"** means [Multi-Academy Trust] (Company registration number)

**"Articles"** means the Articles of Association of the Academy Trust.

**"Church Supplemental Agreement(s)"** means the Church Supplemental Agreements dated [ ] made between (1) The Secretary of State (2) Multi-Academy Trust (3) The Board of Education for the Diocese of Worcester and (4) the [landholding trustees] and any Church Supplemental Agreement which may be put in place in relation to any subsequent Church of England school joining the Academy Trust.

**"Designated religious character"** means a character which reflects the principles and practices of the Church of England, in line with the requirements of the Trust Deed of the original school.



"**Diocesan Bishop**" means the Bishop of Worcester or a diocesan official appointed by him/her.

"**Diocese**" means the Church of England diocese in which the Academy is situated.

"**Diocesan Authority**" for the purposes of those functions prescribed in the Diocesan Boards of Education Measure 2021 means the Diocesan Board of Education for the diocese in which the Academy is situated.

"**Members**" means the company members from time to time of the Academy Trust.

"**Secretary of State**" means the Secretary of State for Education.

"**SIAMS Report**" means a report undertaken following the procedures of the Statutory Inspection of Anglican and Methodist Schools.

"**Trustees**" mean the directors of the Academy Trust.

"**Working Day**" means Monday to Friday, excluding any public holidays.

## 2. CONTEXT

- 2.1 This Agreement covers issues which are agreed by the Members in order that the religious character of the Academies may be protected and given full effect but which are not the concern of the Secretary of State and hence do not form part of the Articles or the Church Supplemental Agreement. The Members agree to be bound by the contents of this Agreement and may not amend this Agreement without the written consent of the Diocesan Authority.
- 2.2 The Members acknowledge that the sites of the Academies are wholly or partly owned by trustees and to the extent that they are so owned are provided for occupation by the Academies under the terms of the Church Supplemental Agreements. The Members agree not to do anything that would breach the trusts or cause a breach of the trusts upon which the sites of the Academies are held and acknowledge that actions that would bring about such a breach may at the absolute discretion of the relevant trustees (but subject to any powers of the Diocesan Authority) lead to the immediate issue of a notice of termination under the terms of the Church Supplemental Agreement (Clause 24).



### **3. OPERATIVE PROVISIONS**

#### **3.1 New/additional members**

It is agreed that just as the parties to this Agreement are bound by it any new or additional members of the Academy Trust shall enter into a short agreement requiring compliance with the terms of this Agreement which agreement shall be in the form set out in the Schedule hereto or such other form as the parties may agree.

#### **3.2 Members' Undertaking**

The Members undertake to the Diocesan Authority to uphold the objects of the Academy Trust including the requirement to maintain and promote the religious character of the Academy.

#### **3.3 Maintenance of the designated religious character of the Academy**

3.3.1 The Diocesan Authority may inform itself at any time as to the effectiveness of the religious character of the Academies:

- (a) from the most recent SIAMS report;
- (b) by commissioning and meeting the costs of a special SIAMS report; or
- (c) by means of reports from any advisers to the Diocesan Authority.

3.3.2 The Members will facilitate and (so far as they have the power to do so) will ensure that the Trustees facilitate whatever consequent investigation the Diocesan Authority shall think fit and will similarly ensure (so far as they have the power to do so) that the Trustees give effect to any consequent recommendations made by the Diocesan Authority.

3.3.3 Any disagreement as to such recommendations will be referred to the Diocesan Bishop whose decision will be final.

3.3.4 The Members accept that as part of such recommendations the Diocesan Authority may exercise its step-in rights as set out in clause 3.6.

3.3.5 If such recommendations conclude that the Academy Trust is not capable of maintaining the designated religious character of an Academy or if the Members are unwilling to accept the recommendations and/or any decision on



such recommendations made by the Diocesan Bishop, the Members will facilitate and (so far as they have the power to do so) will ensure that the Trustees facilitate the transfer of that Academy from the Academy Trust to an academy trust company agreed between the Diocesan Authority and the Secretary of State.

### **3.4 The role of the Diocesan Bishop**

If any question or dispute shall arise with regard to:

- 3.4.1 the meaning of the principles, practices and tenets of the Church of England;
- 3.4.2 the extent to which any Academy is adhering to the same; or
- 3.4.3 the extent to which any Member or Trustee of the Academy Trust is acting in accordance with an undertaking given to uphold the objects of an Academy

it shall be referred, on the application of any of the Members, to the Diocesan Bishop whose decision on the matter shall be final and binding.

### **3.5 A response to the Diocesan Bishop**

The Members agree to take such action as may be necessary to comply with any decision taken by the Diocesan Bishop so as to ensure that each Academy is conducted in accordance with the principles, practices and tenets of the Church of England and that the Members and Trustees of the Academy Trust act in accordance with the undertaking that can be required of them to uphold the object of the Academy Trust.

### **3.6 Step-in Rights**

- 3.6.1 The Members acknowledge and agree that the Diocesan Authority has the power to appoint up to a majority of Trustees to the board of the Academy Trust (Step-in Rights) in circumstances where:
  - (a) the Diocesan Bishop determines that there has been a material breach by the Members of the undertaking in clause 3.2; and
  - (b) such breach has been notified to the Members in accordance with the provisions of clause 3.8 and has not been remedied.



3.6.2 The Diocesan Authority confirms that:

- (a) it will only exercise its Step-in Rights to ensure that any breach of the undertaking in clause 3.2 is remedied and not to intervene in or direct the conduct of any other aspect of the operation of the Academy Trust; and
- (b) should it exercise its Step-in Rights in accordance with the circumstances set out in clause 3.6.1, it will immediately “step out” by removing the Trustees it has appointed once those circumstances have been resolved to its reasonable satisfaction.

### 3.7 **Dispute Resolution Procedure**

3.7.1 If a dispute arises out of or in connection with a breach of the undertaking in clause 3.2 or the performance of it (Dispute) then the parties shall follow the procedure set out in this clause:

- (a) the Diocesan Authority shall give to the Academy Trust a written notice of the Dispute, setting out its nature and full particulars (Dispute Notice) together with any supporting documents. On service of the Dispute Notice, the Academy Trust shall attempt in good faith to resolve the Dispute;
- (b) if the Academy Trust is for any reason unable to resolve the Dispute within 30 days of the service of the Dispute Notice, the Dispute shall be referred to the Bishop and the Trustees who shall attempt in good faith to resolve it.

3.7.2 If the Bishop and the Trustees are for any reason unable to resolve the dispute within 30 days of it being referred to them, the Diocesan Authority may exercise the Step-in Rights set out in clause 3.6.

### 3.8 **Notices**

3.8.1 Any Dispute Notice given under or in connection with this Agreement shall be in writing and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next day delivery service at the registered office of the Academy Trust or its principal place of business (in either case); or



(b) sent by email to [specify email address].

3.8.2 Any Dispute Notice shall be deemed to have been received:

- (a) if delivered by hand, at the time the Dispute Notice is left at the proper address;
- (b) if sent by pre-paid first-class post or other next day delivery service, at 9:00am on the second Working Day after posting or at the time recorded by the delivery service; or
- (c) if sent by email, at the time of transmission, or if this time falls outside working hours at the place of receipt, when working hours resume. In this clause, working hours means 9:00am to 5:00pm in a Working Day.

**AS WITNESS** the parties hereto have hereunto set their hands