

Eynsham Partnership Academy: Scheme of delegation

St Peter's Church of England Primary School, Cassington

**THIS SCHEME OF DELEGATION** is made on [DATE] 2014 between:

**(1) EYNHAM PARTNERSHIP ACADEMY, a company limited by guarantee and registered in England and Wales under company number 7939655 (the "Company"); and**

**(2) THE LOCAL GOVERNING BODY OF ST PETER'S CE PRIMARY SCHOOL, CASSINGTON (the "LGB").**

This scheme will operate in respect of the school named above. It has been put in place by the Directors in accordance with the provisions of the Company's Articles and it should be read in conjunction with those Articles as well as with:

- (i) the Master and Supplementary Funding Agreement;
- (ii) the Directors' strategic plans and policies for the Academy;
- (iii) any budget set for the Academy; and
- (iv) any directions given or rules and regulations set by the Company Directors.

The Directors shall be responsible for the satisfaction and observance of all regulatory and legal matters but the LGB shall do all such things as the Directors may specify as being necessary to ensure that the Company is meeting its legal obligations.

At all times, the Directors and the LGB shall ensure that the Academy is conducted in accordance with the object of the Company, the terms of any trust governing the use of the land which is used for the purposes of the Academy, and any agreement entered into with the Secretary of State for the funding of the Academy. The Directors and all members of the LGB have a duty to 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.

St Peter's Church of England Primary School, Cassington is a designated as a Church of England Academy and shall be conducted in accordance with the principles, practices and tenets of the Church of England both generally and in particular in relation to arranging for religious education and daily acts of worship, and in having regard to any advice and following any directives issued by the Diocesan Board of Education,

The Directors have the absolute discretion:

- to vary the extent and nature of delegation to individual academy local governing bodies as they see fit in order to meet the obligations placed on them; and
- to review this Scheme at least on an annual basis and to alter any provisions of it and in doing so will have regard to and give due consideration of any views of the LGB.

This Scheme may be terminated by the Directors at any time by giving notice in writing to the LGB.

Except as provided for in this Scheme, the powers given by this Scheme shall not be limited by any special power given to the Directors by the Articles or to the LGB by this Scheme and a meeting of the LGB at which a quorum is present may exercise all the powers so delegated.

The LGB will adopt and will comply with all policies of the Directors communicated to the LGB from time to time. The LGB will review its policies and practices on a regular basis, having regard to

recommendations made by the Directors from time to time, in order to ensure that the governance of the Academy is best able to adapt to the changing political and legal environment. At the effective date the policies deemed to be in force shall be those adopted by the Governing Body of the predecessor school.

The LGB shall provide such data and information regarding the business of the Academy and the pupils attending the Academy as the Directors may require from time to time.

The LGB shall submit to any inspections by the Directors, and any inspections pursuant to section 48 of the Education Act 2005 (Statutory Inspections of Anglican Schools).

**The LGB shall comply with the obligations set out below and in the schedule attached.**

### **1. Constitution of the LGB**

- 1.1. The number of people who shall sit on the LGB shall be not less than three but, unless otherwise determined by the Directors, shall not be subject to any maximum.
- 1.2. The LGB shall have the following members:
  - 1.2.1. 1 member appointed by the directors
  - 1.2.2. 8 members appointed by the Oxford Diocesan Board of Education (one of whom shall be the incumbent).
  - 1.2.3. 1 staff members appointed under paragraph 1.6.1;
  - 1.2.4. 3 parent members elected or appointed under paragraph 1.6.2; and
  - 1.2.5. The head teacher.
- 1.3. The LGB may also have co-opted members appointed under paragraph 1.6.3.
- 1.4. The Directors (all or any of them) shall be entitled to serve on the LGB and attend any meetings of the LGB.
- 1.5. The total number of members of the LGB who are employees of the Company shall not exceed one third of the total number of members of the LGB.

### **1.6. Appointment of members of the LGB**

- 1.6.1. Staff members. The LGB may appoint up to 2 persons who are employed at the Academy to serve on the LGB. In appointing such persons the LGB may invite nominations from all staff employed under a contract of employment at the Academy (excluding the Chief Executive and the Head Teacher) and, where there are any contested posts, shall hold an election by a secret ballot. All arrangements for the calling and the conduct of the election and resolution of questions as to whether any person is an eligible candidate shall be determined by the Directors but administered by the LGB. The positions held by those employed at the Academy (e.g. teaching and non teaching) may be taken into account when considering appointments.
- 1.6.2. Parent members
  - 1.6.2.1. Subject to paragraph 1.6.2.5, the parent members of the LGB shall be elected by parents of registered pupils at the Academy and s/he or she must be a parent of a pupil at the Academy at the time when s/he or she is elected.

1.6.2.2. The LGB shall make all necessary arrangements for, and determine all other matters relating to, an election of the parent members of the LGB, including any question of whether a person is a parent of a registered pupil at the Academy. Any election of persons who are to be the parent members of the LGB which is contested shall be held by secret ballot.

1.6.2.3. The arrangements made for the election of the parent members of the LGB shall provide for every person who is entitled to vote in the election to have an opportunity to do so by post or, if s/he prefers, by having his ballot paper returned to the Academy by a registered pupil at the Academy.

1.6.2.4. Where a vacancy for a parent member of the LGB is required to be filled by election, the LGB shall take such steps as are reasonably practical to secure that every person who is known to them to be a parent of a registered pupil at the Academy is informed of the vacancy and that it is required to be filled by election, informed that s/he is entitled to stand as a candidate, and vote at the election, and given an opportunity to do so.

1.6.2.5. If the number of parents standing for election is less than the number of vacancies, the number of parent members of the LGB required shall be made up by persons appointed by the LGB. In making such an appointment, the LGB shall appoint a person who is the parent of a registered pupil at the Academy; or where it is not reasonably practical to do so, a person who is the parent of a child of compulsory school age.

#### 1.6.3. Co-opted members

1.6.3.1. The LGB may appoint no more than 2 persons to be "co-opted" to the LGB. A person who shall be "co-opted" to the LGB means a person who is to serve on the LGB without having been appointed or elected to serve on the LGB.

### **1.7. Term of office**

1.7.1. The term of office for any person serving on the LGB shall be 4 years, save that this time limit shall not apply to:

1.7.1.1. The Head Teacher who shall be treated for all purposes as being an ex officio member of the LGB

1.7.1.2. The Incumbent who shall be treated for all purposes as being an ex officio member of the LGB

1.7.1.3. Persons who are "co-opted" to the LGB, who shall serve for 1 year.

1.7.2. Subject to remaining eligible to be a particular type of member on the LGB, any person may be re-appointed or re-elected (including being "co-opted" again) to the LGB

### **1.8. Resignation and removal**

1.8.1. A person serving on the LGB shall cease to hold office if s/he resigns his office by notice to the LGB (but only if at least three persons appointed under paragraph 1.2.1 will remain in office when the notice of resignation is to take effect)

1.8.2. A person serving on the LGB shall cease to hold office if s/he is removed by the person or persons who appointed her/him. This paragraph does not apply in respect of a person who is serving as a parent member on the LGB, who may be removed by the Directors.

1.8.3. The LGB may make representations to the Directors about the behaviour of any member of the LGB.

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

1.8.5. Where a person who serves on the LGB resigns his office or is removed from office, that person or, where s/he is removed from office, those removing her/ him, shall give written notice thereof to the Directors.

#### **1.9. Disqualification of members of the LGB.**

1.9.1. No person shall be qualified to serve on the LGB unless s/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 LGB

1.9.2. A person serving on the LGB shall cease to hold office if s/he becomes incapable by reason of mental disorder, illness or injury of managing or administering his own affairs.

1.9.3. A person serving on the LGB shall cease to hold office if s/he is absent without the permission of the Chair of the LGB from all the meetings of the LGB held within a period of six months and the LGB resolves that his office be vacated

1.9.4. A person shall be disqualified from serving on the LGB if: his estate has been sequestered and the sequestration has not been discharged, annulled or reduced; or s/he is the subject of a bankruptcy restrictions order or an interim order.

1.9.5. A person shall be disqualified from serving on the LGB at any time when s/he is subject to a disqualification order or a disqualification undertaking under the Company Directors 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).

1.9.6. A person serving on the LGB shall cease to hold office if s/he would cease to be a director by virtue of any provision in the Companies Act 2006 or is disqualified from acting as a trustee by virtue of section 178 of the Charities Act 2011 (or any statutory re-enactment or modification of that provision).

1.9.7. A person shall be disqualified from serving on the LGB if s/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 s/he was responsible or to which s/he was privy, or which s/he by his conduct contributed to or facilitated.

1.9.8. A person shall be disqualified from serving on the LGB at any time when s/he is: included in the list kept by the Secretary of State under section 1 of the Protection of Children Act 1999; or disqualified from working with children in accordance with Section 35 of the Criminal Justice and Court Services Act 2000; or barred from regulated activity relating to children (within the meaning of section 3(2) of the Safeguarding Vulnerable Groups Act 2006).

1.9.9. A person shall be disqualified from serving on the LGB if s/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.

- 1.9.10. A person shall be disqualified from serving on the LGB where s/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 178 (persons disqualified from being charity trustees or trustees of a charity) of the Charities Act 2011.
- 1.9.11. After the Academy has opened, a person shall be disqualified from serving on the LGB if s/he has not provided to the Directors 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 Chair or the Chief Executive 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.
- 1.9.12. Where by virtue of this Scheme, a person becomes disqualified from serving on the LGB; and s/he was, or was proposed, to so serve, s/he shall upon becoming so disqualified give written notice of that fact to the Directors.
- 1.9.13. This paragraph shall also apply to any member of any committee of the LGB who is not a member of the LGB.

## **2. Powers of the Local Governing Body**

### **2.1. General**

- 2.1.1. Except as provided for in this Scheme and its Appendices, in addition to all powers hereby expressly conferred upon the LGB and without detracting from the generality of the powers delegated, the LGB shall have the following powers, namely:
- 2.1.1.1. To expend certain funds of the Company in such manner as the LGB shall consider most beneficial for the achievement of the Object in so far as it relates to the Academy; and
- 2.1.1.2. To enter into such contracts on behalf of the Company in so far as they relate to the Academy and are permitted by the Directors
- 2.1.2. In the exercise of its powers and functions, the LGB shall consider any advice given by the Chief Executive, the Head Teacher and any other executive officer as well as the Directors.

### **2.2. Finance**

- 2.2.1. The Directors delegate to the LGB the responsibility to plan, manage and expend such of the monies received under the Relevant Funding Agreement or otherwise for the purposes of the Academy as may be determined each year by the Directors in accordance with the Budget.
- 2.2.2. Whilst the LGB shall have the power to enter into contracts on behalf of the Company in so far as they relate to the Academy, the LGB shall first obtain the written consent of the Directors to any contracts or expenditure for any single matter above £x.

- 2.2.3. Whilst the LGB shall have the power to undertake community focused activities and those to generate business income, they shall do so only in a manner consistent with any policy set by the Directors and with regard to the viability of such activities; the impact on the school's core business; and any financial implications such as the possibility of taxation.
- 2.2.4. The accounts of the Company shall be the responsibility of the Directors but the LGB shall provide such information about the finances of the Academy as often and in such format as the Directors shall reasonably require.
- 2.2.5. The LGB shall ensure that proper procedures are put in place for the safeguarding of funds delegated to them and that the requirements of the Academies Financial Handbook and the Master Funding Agreement are observed at all times as well as any requirements and recommendations of the Directors and the Secretary of State.
- 2.2.6. The LGB shall inform the Directors of any need for significant unplanned expenditure and will discuss with the Directors (and others as the Directors shall require) options for identifying available funding.
- 2.2.7. The Directors and the Audit Committee shall develop appropriate risk management strategies and the LGB shall at all times comply with those strategies and otherwise adopt financial prudence in managing the financial affairs of the Company in so far as these relate to the Academy and are responsibilities delegated to them pursuant to this Scheme.

### 2.3. Premises

- 2.3.1. Subject to and without prejudice to paragraphs 2.2.5 and 2.2.6, the use of monies apportioned in the Budget for the routine maintenance of the buildings and facilities used in respect of the Academy will be the responsibility of the 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 Directors (and/or any others) in relation to such buildings and facilities.
- 2.3.2. The Directors may have regard to, but not be bound by, the views of the LGB in developing any mid to long term estate management strategy that will identify the suitability of building and facilities in light of long term curriculum needs and the need for and availability of capital investment to meet their responsibility to ensure the buildings and facilities are maintained to a good standard.
- 2.3.3. The responsibility for any disposals or acquisitions of land to be used by the Academy will be that of the Directors.
- 2.3.4. Insuring the land and buildings used by the Academy will be the responsibility of the Directors who may recover the cost from the budget delegated to the LGB.

### 2.4. Human resources

#### 2.4.1. Head teacher

- 2.4.1.1. The Articles of Association of the EPA require that the Directors appoint the Head Teacher of every school within the MAT. However, the Directors have determined that for St Peter's CE Primary School, Cassington the LGB will be responsible for making the appointment provided that the Directors and the diocese are given the right to participate and a vote on the appointment.

2.4.1.2. The Directors and the LGB may delegate such powers and functions as they consider are required by the Head Teacher for the internal organisation, management and control of the Academy (including the implementation of all policies set by the Directors for the direction of the teaching and curriculum at the Academy).

#### 2.4.2. Other staff

2.4.2.1. The Directors shall be responsible for the appointment and contractual management and compliance of all other staff (to include teaching and non-teaching staff) to be employed by the Academy, but may delegate all or any of these powers to the Head Teacher or the LGB as it may see fit. Insofar as there is delegation of powers, the LGB or the headteacher shall: comply with all policies dealing with staff issued by the Directors from time to time; take account of any pay terms set by the Directors; adopt any standard contracts or terms and conditions for the employment of staff issued by the Directors; and manage any claims and disputes with staff members having regard to any advice and recommendations given by the Directors.

2.4.2.2. The Directors together with the LGB shall oversee the performance management of all staff (including the Head Teacher) and shall put in place procedures for the proper professional and personal development of staff.

#### 2.5. Curriculum and Standards

2.5.1. In recognition of the Directors' obligation to the Secretary of State to provide a broad and balanced curriculum, the Directors shall be responsible for the setting and review of the curriculum but shall have regard to, but not be bound by, any views of the LGB.

2.5.2. The Directors shall be responsible for the standards achieved by the Academy and the pupils attending the Academy but may have regard to, but not be bound by, the advice and recommendations of the LGB.

#### 2.6. Admissions and school organisation

2.6.1. Subject to the provisions of any statutory admissions code, the LGB shall be responsible for the review from time to time of the Academy's admissions policy. The Directors shall be ultimately responsible for the setting and approval of the admissions policy and no change will be made to the admissions criteria without the written consent of the Directors.

2.6.2. Any decision to make a significant change to the Academy shall be that of the Directors with the written consent of the DBE, who shall have regard to, but not be bound by, the views of the LGB.

### 3. Functioning of the LGB

#### 3.1. Chair and Vice Chair

3.1.1. The members of the LGB may, for each school year, at their first meeting in that year, elect a Chair from among their number to serve until a successor is elected or a vacancy occurs. A person who is employed by the Company (whether or not at the Academy) shall not be eligible for election as Chair.

- 3.1.2. The members of the LGB may, for each school year, at their first meeting in that year, elect a vice-Chair from among their number to serve until a successor is elected or a vacancy occurs. Neither a person who is employed by the Company (whether or not at the Academy) nor a person who is at the time of election already a Director of the Company shall be eligible for election as vice-Chair.
  - 3.1.3. Any election of a Chair or vice Chair which is contested shall be held by secret ballot.
  - 3.1.4. The Chair or vice-Chair shall hold office as such until his successor has been appointed.
  - 3.1.5. The Chair or vice-Chair may at any time resign his office by giving notice in writing to the Directors and to the LGB.
  - 3.1.6. The Chair or vice-Chair shall cease to hold office if: s/he ceases to serve on the LGB; s/he is employed by the Company whether or not at the Academy; s/he is removed from office in accordance with paragraph 3.1.11 of this Scheme; or in the case of the vice-Chair, s/he is appointed in accordance with this Scheme to fill a vacancy in the office of Chair.
  - 3.1.7. Where a vacancy arises in the office of Chair, the vice Chair shall fill that vacancy.
  - 3.1.8. Where a vacancy arises in the office of vice-Chair, the members of the LGB shall at its next meeting elect one of their number to fill that vacancy.
  - 3.1.9. Where the Chair is absent from any meeting the vice-Chair shall chair the meeting.
  - 3.1.10. Where the vice-Chair is also absent from the meeting or there is at the time a vacancy in the office of vice-Chair, the members of the LGB shall elect one of their number to act as a Chair for the purposes of that meeting, provided that the person elected shall not be a person who is employed by the Company whether or not at the Academy.
  - 3.1.11. A resolution to remove the Chair or the vice-Chair from office which is passed at a meeting of the LGB shall not have effect unless: it is confirmed by a resolution passed at a second meeting of the LGB held not less than fourteen days after the first meeting; and the matter of the removal from office of the Chair or vice-Chair is specified as an item of business on the agenda for each of those meetings. Before a resolution is passed by the LGB at the relevant meeting as to whether to confirm the previous resolution to remove the Chair or vice-Chair from office, the person or persons proposing his removal shall at that meeting state their reasons for doing so and the Chair or vice-Chair shall be given an opportunity to make a statement in response.
- 3.2. Clerk to the LGB
    - 3.2.1. The clerk of each LGB shall be appointed by the LGB.
  - 3.3. Conflicts of interest
    - 3.3.1. Any member of the LGB who has or can have any direct or indirect duty or personal interest (including but not limited to any Personal Financial Interest (as that phrase is defined in paragraph 3.3.2 below)) which conflicts or may conflict with his duties as a member of the LGB shall disclose that fact to the LGB as soon as s/he becomes aware of it. A person must absent her/himself from any discussions of the LGB 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).



3.3.2. For the purpose of paragraph 3.3.1, a person has a Personal Financial Interest if s/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.

#### 3.4. The minutes

3.4.1. The minutes of the proceedings of a meeting of the LGB shall be drawn up and entered into a book kept for the purpose by the person authorised to keep the minutes of the LGB, and shall be signed (subject to the approval of the members of the LGB) at the same or next subsequent meeting by the person acting as Chair thereof. The minutes shall include a record of: all appointments of members and/or officers made by the LGB and/or the Directors; and all proceedings at meetings of the LGB and of committees of the LGB including the names of all persons present at each such meeting.

3.4.2. The Chair shall ensure that copies of minutes of all meeting of the LGB (and such of the subcommittees as the Directors shall from time to time notify) shall be provided to the Directors as soon as reasonably practicable after those minutes are approved.

#### 3.5. Meetings

3.5.1. Subject to the provisions contained in this Scheme, the LGB may regulate its proceedings as the members of the LGB think fit.

3.5.2. The LGB shall meet at least three times in every school year. Meetings of the LGB shall be convened by the clerk to the LGB. In exercising his functions under this Scheme the clerk shall comply with any direction: given by the Directors or the LGB; or given by the Chair of the LGB or, in his absence or where there is a vacancy in the office of Chair, the vice-Chair of the LGB, so far as such direction is not inconsistent with any direction given as mentioned in 3.7.1 above.

3.5.3. Any three members of the LGB may, by notice in writing given to the clerk, requisition a meeting of the LGB; and it shall be the duty of the clerk to convene such a meeting as soon as is reasonably practicable.

3.5.4. Each member of the LGB shall be given at least seven working days before the date of a meeting:

3.5.4.1. Notice in writing thereof (including by electronic means) sent to the address provided by the member; and

3.5.4.2. A copy of the agenda for the meeting

Provided that where the Chair determines that there are matters demanding urgent consideration it shall be sufficient if the written notice of the meeting and the agenda are given with such shorter period as s/he directs.

3.5.5. 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.

#### 3.5.6. Quorum

3.5.6.1. Subject to paragraph 3.5.6.2, the quorum for a meeting of the LGB, and any vote on any matter thereat, shall be any three of the members of the LGB, or,

where greater, any one third (rounded up to a whole number) of the total number of members of the LGB at the date of the meeting.

- 3.5.6.2. The quorum for the purposes of: any vote on the appointment of a parent member in accordance with paragraph 1.6.2.5 of the Scheme; any vote on the removal of a person in accordance with this Scheme; shall be any two-thirds (rounded up to a whole number) of the persons who are at the time persons entitled to vote on those respective matters.
- 3.5.7. The LGB may act notwithstanding any vacancies on its board, but, if the numbers of persons serving is less than the number fixed as the quorum, the Directors shall act to fill vacancies in its appointees.
- 3.5.8. A resolution to rescind or vary a resolution carried at a previous meeting of the LGB shall not be proposed at a meeting of the LGB unless the consideration of the rescission or variation of the previous resolution is a specific item of business on the agenda for that meeting.
- 3.5.9. A meeting of the LGB shall be terminated forthwith if: the members of the LGB so resolve; or the number of members present ceases to constitute a quorum for a meeting of the LGB.
- 3.5.10. Where 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 seven days of the date on which the meeting was originally to be held or was so terminated.
- 3.5.11. Where the LGB resolves to adjourn a meeting before all the items of business on the agenda have been disposed of, the LGB 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.
- 3.5.12. Every question to be decided at a meeting of the LGB shall be determined by a majority of the votes of the persons present and entitled to vote on the question. Every member of the LGB shall have one vote.
- 3.5.13. Where there is an equal division of votes, the Chair of the meeting shall have a casting vote in addition to any other vote s/he may have.
- 3.5.14. The proceedings of the LGB shall not be invalidated by any vacancy on the board; or any defect in the election, appointment or nomination of any person serving on the LGB.
- 3.5.15. A resolution in writing signed by all the persons entitled to receive notice of a meeting of the LGB or of a subcommittee of the LGB, shall be valid and effective as if it had been passed at a meeting of the LGB or (as the case may be) a subcommittee of the LGB duly convened and held. Such a resolution may include an electronic communication by or on behalf of the LGB member indicating his or her agreement to the form of resolution.
- 3.5.16. Publication
- 3.5.17. The LGB shall ensure that the agenda, the papers and the signed minutes of every meeting are, as soon as is reasonably practicable made available at the Academy to

persons wishing to inspect them; provided that there is excluded any material relating to any individual and any other matter which the LGB is satisfied should remain confidential.

3.5.18. Any member of the LGB shall be able to participate in, and be counted as present at for the purposes of the quorum, meetings of the LGB by telephone or video conference, provided that the equipment is available and s/he has provided details of how s/he can be reached at least 24 hours before the meeting and provided that, if after all reasonable efforts it does not prove possible for that person to participate by telephone or video conference, the meeting may still proceed with its business provided it is otherwise quorate.

### 3.6. Notices

3.6.1. Any notice to be given to or by any person pursuant to this Scheme (other than a notice calling a meeting of the LGB) shall be in writing or shall be given using electronic communications to an address for the time being notified for that purpose to the person giving the notice. In this Scheme, "Address" in relation to electronic communications, includes a number or address used for the purposes of such communications.

3.6.2. A notice may be given to an LGB member either personally or by sending it by post in a prepaid envelope addressed to the member at his registered address or by leaving it at that address or by giving it using electronic communications to an address for the time being notified to the LGB by the member. The address must be within the United Kingdom.

3.6.3. A member of the LGB attending a meeting shall be deemed to have received notice of the meeting and, where necessary, of the purposes for which it was called.

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

### 3.7. Committees

3.7.1. The LGB may establish subcommittees. Subcommittees may include individuals who are not members of the LGB, provided that such individuals are in a minority.

### 3.8. Delegation

3.8.1. Provided such power or function has been delegated to the LGB, the LGB may further delegate to any person serving on the LGB, subcommittee, the Head Teacher or any other holder of an executive office, such of their powers or functions as they consider desirable to be exercised by them. Any such delegation may be made subject to any conditions either the Directors or the LGB may impose and may be revoked or altered.

3.8.2. Where any power or function of the Directors or the LGB is exercised by any subcommittee or any individual in accordance with paragraph 3.8.1, that person or subcommittee shall report to the LGB in respect of any action taken or decision made with respect to the exercise of that power or function at the meeting of the LGB immediately following the taking of the action or the making of the decision.