

VENTRUS

Company Number: 7821367

DECLARATION OF INTERESTS FORM - Member, Director, Governor & Senior Employee

Name of Member/ Director / Governor / Senior Employee	
Date of Appointment	
Date of Resignation / Retirement	

Ventrus Multi Academy Trust’s register of interests must capture relevant business and pecuniary interests of Members, Directors, local governors of schools within the Trust and senior employees, including:

- Directorships, ownerships, partnerships, and employment in relation to businesses irrespective of whether there is a trading relationship with the Trust.
- Trusteeships and governorships including at other educational institutions and charities irrespective of whether there is a trading relationship with the Trust.
- For each interest: the name of the business, the nature of the business, the nature of the interest, and the date the interest began.
- Interests of close family members (*as defined below*) who satisfy any of the above and any close relationships between Members, Directors, local governors, and staff employed by the Trust.

Close members of the family of a person are those family members who may be expected to influence, or be influenced by, that person in their dealings with the entity including:

- that person’s children and spouse or domestic partner.
- children of that person’s spouse or domestic partner; and
- dependants of that person or that person’s spouse or domestic partner.

Depending on the assessment of specific facts and circumstances, other family members (e.g., brothers, sisters, parents, and grandparents) could qualify as close family members. If in doubt whether a particular interest is relevant, please detail it below.

I confirm that:

1. I have read and understand the above, also Articles 6 and 97-98 of the Company’s [Articles of Association](#) and the [Academies Trust Handbook](#) (section 5.45 – 5.48)
2. I have set out below all interests of myself and close family members (potential or actual) and any relevant relationships that I am aware of at the date of this Declaration (please use a continuation sheet if the space below is inadequate for the declarations you need to make).
3. I understand that in the event of a further interest (potential or actual) arising prior to my being asked to update this Declaration, that I should request, complete, and return a revised Declaration to the Company Secretary / Clerk to Local Governing Body (as applicable).

Members, Directors, Governors, and senior employees are reminded that completion of this form does not remove the requirement upon them to disclose orally any interest at any specific meeting and to leave the meeting, if required, for that agenda item.

- Notes:**
1. The form below must be completed by the Member/Director/Governor/Senior Employee
 2. If there are no interests, record "NONE"
 3. Please ensure that all new entries (after initial completion of form) are signed and dated

Nature of Interest	Details (name and nature of business, nature of interest, relevant relationship)	Date when interest began	Date when interest ended
Organisations of which I am an employee			
Other organisations of which I am a company director, charity trustee, governor, or other officer			
Businesses in which I am a partner or proprietor			
Companies whose shares are publicly quoted in which I own or control more than 1% of shares			
Organisations of which a relative is an employee			
Businesses in which a relative is a partner or proprietor			
Businesses in which I or a relative own 20% of shares or control the business			

Name (please print)	
Position (Member/Director/Governor/Employee)	
Signature	
Date	

Record of reviews (to be completed annually or if any new interests noted)

Date			
Signature (Member/Director/Governor/Employee)			

Please return this form to: The Clerk of your Local Governing Body in the case of LGB Governors, otherwise to: Kay Bishop, Senior Executive Assistant, email KBishop@ventrus.org.uk

Office use only:

Date form checked			
Finance Team/initials			

Articles of Association

Article 6

- 6.1 The income and property of the Company shall be applied solely towards the promotion of the Object.
- 6.2 None of the income or property of the Company may be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to any member of the Company. Nonetheless a Member of the Company who is not also a Director may:
- benefit as a beneficiary of the Company;
 - be paid reasonable and proper remuneration for any goods or services supplied to the Company;
 - be paid rent for premises let by the Member of the Company if the amount of the rent and other terms of the letting are reasonable and proper; and
 - be paid interest on money lent to the Company at a reasonable and proper rate, such rate not to exceed 2 per cent per annum below the base lending rate of a UK clearing bank selected by the Directors, or 0.5%, whichever is the higher.
- 6.2A The Directors may only rely upon the authority provided by Article 6.2 to allow a benefit to a Member if each of the following conditions is satisfied:
- the remuneration or other sums paid to the Member do not exceed an amount that is reasonable in all the circumstances; and
 - the Directors are satisfied that it is in the interests of the Company to contract with that Member rather than with someone who is not a Member. In reaching that decision the Directors must balance the advantage of contracting with a Member against the disadvantages of doing so; and
 - the reason for their decision is recorded by the Directors in the minute book.
- 6.3 A Director and a Site Trustee may benefit from any indemnity arrangement purchased at the Company's expense, or any arrangement so agreed with the Secretary of State to cover the liability of the Directors and the Site Trustees which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default or breach of trust or breach of duty of which they may be guilty in relation to the Company or to any trust of any Academy site: provided that any such arrangement shall not extend to:
- any claim arising from any act or omission which Directors or Site Trustees (or any of them) knew to be a breach of trust (including a breach of any trust relating to any Academy site) or breach of duty or which was committed by the Directors or Site Trustees (or any of them) in reckless disregard to whether it was a breach of trust or breach of duty or not; and
 - the costs of any unsuccessful defence to a criminal prosecution brought against the Directors or Site Trustees (or any of them) in their capacity as directors of the Company or as Site Trustees of any Academy site.
- Further, this Article does not authorise a Director or Trustee to benefit from any indemnity arrangements that would be rendered void by any provision of the Companies Act 2006, the Charities Act 2011 or any other provision of law.
- 6.4 A public company, which has shares listed on a recognised stock exchange and of which any one Director holds no more than 1% of the issued capital of that company, may receive fees, remuneration or other benefit in money or money's worth from the Company.

- 6.5 A Director may at the discretion of the Directors be reimbursed from the property of the Company for reasonable expenses properly incurred by them when acting on behalf of the Company but excluding expenses in connection with foreign travel.
- 6.6 No Director may:
- buy any goods or services from the Company;
 - sell goods, services, or any interest in land to the Company;
 - be employed by, or receive any remuneration from the Company (other than the Chief Executive Officer (to the extent that he is a Director) whose employment and/or remuneration is subject to the procedure and conditions in Article 6.8) or
 - receive any other financial benefit from the Company: unless:
 - the payment is permitted by Article 6.7 and the Directors follow the procedure and observe the conditions set out in Article 6.8; or
 - the Directors obtain the prior written approval of the Charity Commission and fully comply with any procedures it prescribes.
- 6.7 Subject to Article 6.8, a Director may:
- receive a benefit from the Company in the capacity of a beneficiary of the Company;
 - be employed by the Company or enter into a contract for the supply of goods or services to the Company, other than for acting as a Director;
 - receive interest on money lent to the Company at a reasonable and proper rate not exceeding 2% per annum below the base rate of a clearing bank to be selected by the Directors, or 0.5%, whichever is the higher; and
 - receive rent for premises let by the Director to the Company if the amount of the rent and the other terms of the lease are reasonable and proper.
- 6.8 The Company and its Directors may only rely upon the authority provided by Article 6.7 if each of the following conditions is satisfied:
- the remuneration or other sums paid to the Director do not exceed an amount that is reasonable in all the circumstances; and
 - the Director is absent from the part of any meeting at which there is discussion of:
 - his or her employment, remuneration, or any matter concerning the contract, payment or benefit; or
 - his or her performance in the employment, or his or her performance of the contract; or
 - any proposal to enter into any other contract or arrangement with them or to confer any benefit upon them that would be permitted under Article 6.7; or
 - any other matter relating to a payment or the conferring of any benefit permitted by Article 6.7; and
 - the Director does not vote on any such matter and is not to be counted when calculating whether a quorum of Directors is present at the meeting; and
 - in relation to proposed contracts for employment or services (except, where the Chief Executive Officer is a Director, the principal employment contract or contract for services under which he is employed or engaged by the Company), the other Directors are satisfied that it is in the interests of the Company to employ or to contract with that Director rather than with someone who is not a Director. In reaching that decision the Directors must balance the advantage of employing a Director against the disadvantages of doing so (especially the loss of the Director's services as a result of dealing with the Director's conflict of interest); and
 - the reason for their decision is recorded by the Directors in the minute book; and
 - a majority of the Directors then in office have received no such payments or benefit.

6.8A The provision in Article 6.6(c) that no Director may be employed by or receive any remuneration from the Company (other than the Chief Executive Officer to the extent he is a Director) does not apply to an employee of the Company who is subsequently elected or appointed as a Director save that this Article shall only allow such a Director to receive remuneration or benefit from the Company in his capacity as an employee of the Company and provided that the procedure as set out in Articles 6.8(b) and 6.8 (c) is followed.

6.8 In Articles 6.2- 6.9:

- (a) "company" shall include any company in which the Company:
- holds more than 50% of the shares; or
 - controls more than 50% of the voting rights attached to the shares; or
 - has the right to appoint one or more directors to the board of the company;
- (b) "Director" shall include any child, stepchild, parent, grandchild, grandparent, brother, sister or spouse of the Director or any person living with the Director as his or her partner; and
- (c) the employment or remuneration of a Director includes the engagement or remuneration of any firm or company in which the Director is:
- (i) a partner;
 - (ii) an employee;
 - (iii) a consultant;
 - (iv) a director;
 - (v) a member; or
 - (vi) a shareholder unless the shares of the company are listed on a recognised stock exchange and the Director holds less than 1% of the issued capital.

Article 97-98

97. Any Director 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 Director shall disclose that fact to the Directors as soon as he becomes aware of it. A Director must absent themselves from any discussions of the Directors in which it is possible that a conflict will arise between his duty to act solely in the interests of the Company (including fulfilling its charitable objects)¹² and any duty or personal interest (including but not limited to any Personal Financial Interest).

98. For the purpose of Article 97, a Director has a Personal Financial Interest if that interest is in respect of the employment or remuneration of, or the provision of any other benefit to, that Director as permitted by and as defined by Articles 6.5 - 6.9.

98A EDEN shall not be deemed to have a conflict of loyalty or interest arising from their connection with the Church of England or its duty and functions under the Measure and no director appointed by them shall be deemed to have a conflict of loyalty arising from that appointment.

98B If otherwise than a set out in Article 98A a conflict of interests arises for a director because of a duty of loyalty owed to another organisation or person and the conflict is not authorised by virtue of any other provision in the articles, the unconflicted directors may authorise such a conflict of interests where the following conditions apply:

- (a) the conflicted director is absent from the part of the meeting at which there is discussion of any arrangement or transaction affecting that other organisation or person;
- (b) the conflicted director does not vote on any such matter and is not to be counted when considering whether a quorum of directors is present at the meeting; and
- (c) the unconflicted directors consider it is in the interests of the charity to authorise the conflict of interests in the circumstances applying.

In this article a conflict of interests arising because of a duty of loyalty owed to another organisation or person only refers to such a conflict which does not involve a direct or indirect benefit of any nature to a director or to a connected person.

Academies Trust Handbook - Register of interests

5.45 The academy trust's register of interests must capture relevant business and pecuniary interests of members, trustees, local governors, and senior employees, including:

- directorships, partnerships, and employments with businesses
- trusteeships and governorships at other educational institutions and charities
- for each interest: the name and nature of the business, the nature of the interest and the date the interest began.

5.46 The register must identify relevant material interests from close family relationships between the academy trust's members, trustees, or local governors. It must also identify relevant material interests arising from close family relationships between those individuals and employees. 'Close family relationships' is defined in section 5.49 (third bullet).

5.47 Trusts should consider whether other interests should be registered, and if in doubt should do so. Boards of trustees must always keep their register of interests up to date.

5.48 Trusts must publish on their websites relevant business and pecuniary interests of members, trustees, local governors, and accounting officers. Trusts have discretion over the publication of interests of other individuals named on the register. The Charity Commission offers guidance in Manage a conflict of interest in your charity and CC29: Conflicts of interest: a guide for charity trustees.