

FILE COPY



**CERTIFICATE OF INCORPORATION
OF A
PRIVATE COMPANY LIMITED BY GUARANTEE
EXEMPT UNDER SECTION 60**

Company Number **10564611**

The Registrar of Companies for England and Wales, hereby certifies that

SUTTON EDUCATION TRUST

is this day incorporated under the Companies Act 2006 as a private company, that the company is limited by guarantee, and the situation of its registered office is in England and Wales

Given at Companies House, Cardiff, on **16th January 2017**



* N10564611B *



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**



Companies House

IN01(ef)

Application to register a company



Received for filing in Electronic Format on the: **13/01/2017**

X5Y0VF7T

Company Name in full: **SUTTON EDUCATION TRUST**

I confirm that the above proposed company meets the conditions for exemption from the requirements to have a name ending with 'Limited' or permitted alternatives

Company Type: **Private company limited by guarantee**

Situation of Registered Office: **England and Wales**

Proposed Registered Office Address: **REDFORD AVENUE
WALLINGTON
UNITED KINGDOM SM6 9DP**

Sic Codes: **85600**

Proposed Officers

Company Director 1

Type: **Person**
Full Forename(s): **MRS DEBORAH LOUISE**
Surname: **DAMESTANI**
Service Address: **recorded as Company's registered office**
Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: ****/05/1964** *Nationality:* **BRITISH**
Occupation: **HEAD TEACHER**

The subscribers confirm that the person named has consented to act as a director.

Company Director 2

Type: **Person**
Full Forename(s): **MR IAN**
Surname: **MICHAEL**
Service Address: **recorded as Company's registered office**
Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: ****/04/1963** *Nationality:* **BRITISH**
Occupation: **HOUSE
REMOVALS**

The subscribers confirm that the person named has consented to act as a director.

Company Director 3

Type: **Person**
Full Forename(s): **MRS JULIE ELIZABETH**
Surname: **THORPE**
Service Address: **recorded as Company's registered office**
Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: ****/03/1958** *Nationality:* **BRITISH**
Occupation: **COLLEGE
MANAGER**

The subscribers confirm that the person named has consented to act as a director.

Company Director 4

Type: **Person**
Full Forename(s): **MISS BERNIE HELENA**
Surname: **GARVEY**
Service Address: **recorded as Company's registered office**
Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: ****/10/1965** *Nationality:* **BRITISH**
Occupation: **HEAD TEACHER**

The subscribers confirm that the person named has consented to act as a director.

Company Director 5

Type: **Person**
Full Forename(s): **MRS ANN ELIZABETH**
Surname: **NANASI**
Service Address: **recorded as Company's registered office**
Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: ****/01/1953** Nationality: **BRITISH**
Occupation: **HEAD TEACHER**

The subscribers confirm that the person named has consented to act as a director.

Company Director 6

Type: **Person**
Full Forename(s): **MISS ELIZABETH DENISE**
Surname: **KEARNEY**
Service Address: **recorded as Company's registered office**
Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: ****/11/1966** Nationality: **BRITISH**
Occupation: **HEAD TEACHER**

The subscribers confirm that the person named has consented to act as a director.

Company Director 7

Type: **Person**
Full Forename(s): **MISS HEIDI JENNIFER**
Surname: **WESTLEY**
Service Address: **recorded as Company's registered office**
Country/State Usually Resident: **UNITED KINGDOM**
Date of Birth: ****/01/1972** *Nationality:* **BRITISH**
Occupation: **HEAD TEACHER**

The subscribers confirm that the person named has consented to act as a director.

Company Director 8

Type: **Person**
Full Forename(s): **MR HAVARD NEVILLE**
Surname: **SPRING**
Service Address: **recorded as Company's registered office**
Country/State Usually Resident: **UNITED KINGDOM**
Date of Birth: ****/05/1968** *Nationality:* **BRITISH**
Occupation: **HEAD TEACHER**

The subscribers confirm that the person named has consented to act as a director.

Company Director 9

Type: **Person**

Full Forename(s): **MS SUSAN ANNE**

Surname: **HAWKER**

Service Address: **recorded as Company's registered office**

Country/State Usually **UNITED KINGDOM**
Resident:

Date of Birth: ****/06/1964** *Nationality:* **BRITISH**

Occupation: **HEAD TEACHER**

The subscribers confirm that the person named has consented to act as a director.

Company Director 10

Type: **Person**

Full Forename(s): **MRS MELANIE ANN**

Surname: **ELSEY**

Service Address: **recorded as Company's registered office**

Country/State Usually **UNITED KINGDOM**
Resident:

Date of Birth: ****/09/1965** *Nationality:* **BRITISH**

Occupation: **HEAD TEACHER**

The subscribers confirm that the person named has consented to act as a director.

Company Director 11

Type: **Person**

Full Forename(s): **MRS ELIZABETH SUSAN**

Surname: **BRAILSFORD**

Service Address: **recorded as Company's registered office**

Country/State Usually **UNITED KINGDOM**
Resident:

Date of Birth: ****/07/1964** *Nationality:* **BRITISH**

Occupation: **HEAD TEACHER**

The subscribers confirm that the person named has consented to act as a director.

Persons with Significant Control (PSC)

Statement of no PSC

The company knows or has reason to believe that there will be no registerable Person with Significant Control or Relevant Legal Entity (RLE) in relation to the company

Statement of Guarantee

I confirm that if the company is wound up while I am a member, or within one year after I cease to be a member, I will contribute to the assets of the company by such amount as may be required for:

- payments of debts and liabilities of the company contracted before I cease to be a member;
- payments of costs, charges and expenses of winding up, and;
- adjustment of the rights of the contributors among ourselves, not exceeding the specified amount below.

Name: **DEBORAH LOUISE DAMESTANI**

Address **REDFORD AVENUE
WALLINGTON
UNITED KINGDOM
SM6 9DP**

Amount Guaranteed **GBP1**

Name: **IAN MICHAEL**

Address **REDFORD AVENUE
WALLINGTON
UNITED KINGDOM
SM6 9DP**

Amount Guaranteed **GBP1**

Name: **JULIE ELIZABETH THORPE**

Address **REDFORD AVENUE
WALLINGTON
UNITED KINGDOM
SM6 9DP**

Amount Guaranteed **GBP1**

Name: **BERNIE HELENA GARVEY**

Address **REDFORD AVENUE
WALLINGTON
UNITED KINGDOM
SM6 9DP**

Amount Guaranteed **GBP1**

Name: **ANN ELIZABETH NANASI**

Address **REDFORD AVENUE
WALLINGTON
UNITED KINGDOM
SM6 9DP**

Amount Guaranteed **GBP1**
Name: **ELIZABETH DENISE KEARNEY**

Address **REDFORD AVENUE**
WALLINGTON
UNITED KINGDOM
SM6 9DP

Amount Guaranteed **GBP1**
Name: **HEIDI JENNIFER WESTLEY**

Address **REDFORD AVENUE**
WALLINGTON
UNITED KINGDOM
SM6 9DP

Amount Guaranteed **GBP1**
Name: **HAVARD NEVILLE SPRING**

Address **REDFORD AVENUE**
WALLINGTON
UNITED KINGDOM
SM6 9DP

Amount Guaranteed **GBP1**
Name: **SUSAN ANNE HAWKER**

Address **REDFORD AVENUE**
WALLINGTON
UNITED KINGDOM
SM6 9DP

Amount Guaranteed **GBP1**
Name: **MELANIE ANN ELSEY**

Address **REDFORD AVENUE**
WALLINGTON
UNITED KINGDOM
SM6 9DP

Amount Guaranteed **GBP1**
Name: **ELIZABETH SUSAN BRAILSFORD**

Address **REDFORD AVENUE**
WALLINGTON
UNITED KINGDOM
SM6 9DP

Amount Guaranteed **GBP1**

Statement of Compliance

I confirm the requirements of the Companies Act 2006 as to registration have been complied with.

Authorisation

Authoriser Designation: **subscriber**

Authenticated **YES**

COMPANY NOT HAVING A SHARE CAPITAL

Memorandum of Association of

Sutton Education Trust

Each subscriber to this Memorandum of Association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company.

Name of each subscriber	Authentication by each subscriber
Mrs Deborah Louise Damestani	Mrs Deborah Louise Damestani
Mr Ian Michael	Mr Ian Michael
Mrs Julie Elizabeth Thorpe	Mrs Julie Elizabeth Thorpe
Miss Bernie Helena Garvey	Miss Bernie Helena Garvey
Mrs Ann Elizabeth Nanasi	Mrs Ann Elizabeth Nanasi
Miss Elizabeth Denise Kearney	Miss Elizabeth Denise Kearney
Miss Heidi Jennifer Westley	Miss Heidi Jennifer Westley
Mr Havard Neville Spring	Mr Havard Neville Spring
Ms Susan Anne Hawker	Ms Susan Anne Hawker
Mrs Melanie Ann Elsey	Mrs Melanie Ann Elsey
Mrs Elizabeth Susan Brailsford	Mrs Elizabeth Susan Brailsford

Dated 13/1/2017

ARTICLES OF ASSOCIATION

SUTTON EDUCATION TRUST

COMPANIES ACT 2006
COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION
OF
SUTTON EDUCATION TRUST

1 Name

The name of the Trust is Sutton Education Trust (“the Trust”).

2 Registered Office

The registered office of the Trust is to be in England and Wales.

3 Objects

The Objects of the Trust are to advance the education of the learners at the Schools, to advance the education of other members of the community, and otherwise to benefit the community, it being acknowledged that in carrying out the Objects the Trust must (where applicable) have regard to its obligation to promote community cohesion under the Education Acts.

Ethos and Vision

4 It is intended that:

- 4.1 the curriculum and ethos of the Schools will place an emphasis on, and include a commitment to students learning about, the Values, with the aim of encouraging all learners to become better citizens, not only while they are learners but during the rest of their lives;
- 4.2 the Trust is entitled to be a member of The Schools Co-operative Society; and
- 4.3 on becoming a member of The Schools Co-operative Society the Schools will actively participate in the work and activities of The Schools Co-operative Society and provide and receive support through the mutual support network for schools established by The Schools Co-operative Society.

5 Powers

The Trust has the following powers, which may be exercised only in promoting the Objects:

- 5.1 to act as the foundation of the Schools for the purpose of the School Standards and Framework Act 1998;

- 5.2 to acquire or hire and hold property of any kind, including the acquisition of freehold or leasehold property to be held by the Trust (either alone or jointly with any other person) in trust for the purpose of the Schools;
- 5.3 to develop, improve, let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act and any restrictions imposed by the Education Acts);
- 5.4 in relation to the Schools, to appoint and remove foundation governors in compliance with the provisions of the Education Acts;
- 5.5 to act as the trustee of any trust relating to the Schools;
- 5.6 to exercise its rights as the foundation of any of the Schools under the Education Acts, including its right to appoint a minimum of two governors for appointment to the governing body of any of the Schools;
- 5.7 to nominate one or more governors for appointment to the governing body of any other school;
- 5.8 to raise funds (but not by means of taxable trading);
- 5.9 to borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Act and any restrictions imposed by the Education Acts);
- 5.10 to employ remuneration such staff as are necessary for carrying out the work of the Trust. The Trust may employ or remunerate a Trustee only to the extent it is permitted to do so by Article 6 and provided it complies with the conditions in that Article;
- 5.11 to make arrangements for providing, or securing the provision of pensions or gratuities (including those payable by way of compensation for loss of employment or loss or reduction of pay) for any staff and their dependents;
- 5.12 to promote or carry out research;
- 5.13 to provide advice;
- 5.14 to publish or distribute information;
- 5.15 to co-operate with other bodies;
- 5.16 to support, administer or set up other charities;
- 5.17 to make grants or loans of money and to give guarantees;
- 5.18 to set aside funds for special purposes or as reserves against future expenditure;
- 5.19 to pay for indemnity insurance for the Trustees in accordance with, and subject to the conditions in, section 189 of the Charities Act;
- 5.20 to enter into contracts to provide services to or on behalf of other bodies;
- 5.21 to establish or acquire subsidiary companies to assist or act as agents for the Trust;
- 5.22 to pay the costs of forming the Trust; and

- 5.23 to do anything else within the law which promotes or helps to promote the Objects.

6 Benefits to Members and Trustees

- 6.1 The income and property of the Trust shall be applied solely towards the promotion of the Objects.

6.2

6.2.1 A Trustee is entitled to be reimbursed from the property of the Trust or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the Trust.

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

6.2.3 A Trustee may receive an indemnity from the Trust in the circumstances specified in Article 19.

6.2.4 A Trustee may not receive any other benefit or payment unless it is authorised by Article 6.4.

- 6.3 Subject to Article 6.4, none of the income or property of the Trust may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any member who is not also a Trustee receiving:

6.3.1 A benefit from the Trust in the capacity of a beneficiary of the Trust;

6.3.2 Reasonable and proper remuneration for any goods or services supplied to the Trust.

- 6.4 No Trustee or connected person may:

6.4.1 Buy any goods or services from the Trust on terms preferential to those applicable to members of the public;

6.4.2 Sell goods, services or any interest in land to the Trust;

6.4.3 Be employed by, or receive any remuneration from, the Trust;

6.4.4 Receive any other financial benefit from the Trust;

6.4.5 unless the payment is permitted by sub-clause 6.5 or authorised by the court or the Commission.

6.4.6 In this Article 6, "financial benefit" means a benefit, direct or indirect, which is either money or has a monetary value.

6.5

6.5.1 A Trustee or connected person may receive a benefit from the Trust in the capacity of a beneficiary of the Trust provided that a majority of the Trustees do not benefit in this way.

6.5.2 A Trustee or connected person may enter into a contract for the supply of services, or of goods that are supplied in connected

with the provision of services, to the Trust where that is permitted in accordance with, and subject to the conditions in, sections 185 and 186 of the Charities Act.

- 6.5.3 Subject to Article 6.6, a Trustee or connected person may provide the Trust with goods that are not supplied in connection with services provided to the Trust by the Trustee or connected person.
 - 6.5.4 A Trustee or connected person may receive interest on money lent to the Trust at a reasonable and proper rate which must not be more than the Bank of England bank rate (also known as the base rate).
 - 6.5.5 A Trustee or connected person may receive rent for premises let by the Trustee or connected person to the Trust. The amount of the rent and other terms of the lease must be reasonable and proper. The Trustee concerned must withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion.
 - 6.5.6 A Trustee or connected person may take part in the normal trading and fundraising activities of the Trust on the same terms as members of the public.
- 6.6 The Trust and its Trustees may only rely upon the authority provided by Article 6.5.3 if each of the following conditions is satisfied:
- 6.6.1 The amount or maximum amount of the payment for the goods is set out in an agreement in writing between the Trust or its Trustees (as the case may be) 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 Trust.
 - 6.6.2 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.
 - 6.6.3 The other Trustees are satisfied that it is in the best interests of the Trust to contract with the supplier rather than someone who is not a Trustee or connected person. In reaching that decision the Trustees must balance the advance of contracting with a Trustee or connected person against the disadvantageous of doing so.
 - 6.6.4 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 Trust.
 - 6.6.5 The supplier does not vote on any such matter and is not to be counted when calculating whether a quorum of Trustees is present at the meeting.
 - 6.6.6 The reason for their decision is recorded by the Trustees in their minute book.
 - 6.6.7 The majority of the Trustees then in office are not in receipt of remuneration or payments authorised under Article 6.4

- 6.7 In Articles 6.5 and 6.6:
- 6.7.1 “Trust” includes any company in which the Trust:
 - 6.7.1.1 Holds more than 50% of the shares; or
 - 6.7.1.2 Controls more than 50% of the voting rights attached to the shares; or
 - 6.7.1.3 Has the right to appoint one or more directors to the board of the company.
 - 6.7.2 “connected person” includes any person within the definition in Article 21.

7 **Limited Liability**

The liability of members is limited.

8 **Guarantee**

Every member promises, if the Trust is wound up while they remain a member, or within 12 months after they cease to be a Member, to pay up to £1 towards the costs of winding up, towards adjusting the rights of the contributories amongst themselves and towards discharging the liabilities incurred by the Trust while they were a member.

9 **Dissolution**

9.1 If the Trust is dissolved and subject always to the provisions of the Education Acts (insofar as those provisions do not require the application of the assets of the Trust for purposes which are not charitable), the assets (if any) remaining after provision has been made for all its liabilities must be applied in one or more of the following ways:

- 9.1.1 by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects;
- 9.1.2 directly for the Objects or for charitable purposes which are within or similar to the Objects;
- 9.1.3 in such other manner consistent with charitable status as the Commission approve in writing in advance.

10 **Membership**

- 10.1 The Trust must maintain a register of members.
- 10.2 The subscribers to the Memorandum are the first members of the Trust.
- 10.3 Subject to any restrictions imposed by the Education Acts, membership of the Trust is open to any other individuals or organisations interested in promoting the Objects who:
 - 10.3.1 qualify for membership of one of the constituencies specified below;

- 10.3.2 consent in writing to become a member and to be bound by the provisions of these Articles of Association, either personally or (in the case of an organisation) through an authorised representative, by completing an application to become a member in a form to be specified by the Trustees and
 - 10.3.3 are approved by the Trustees.
- 10.4 The Trust will have the following constituencies of members:
- 10.4.1 a learners constituency, open to learners currently registered at any of the Schools, or to any other person currently registered for the purposes of learning at any of the Schools;
 - 10.4.2 a parents and carers constituency, open to any parent or individuals exercising parental responsibility of a learner currently registered at any of the Schools;
 - 10.4.3 a staff constituency, open to any person employed by or whose normal place of work is at any of the Schools;
 - 10.4.4 a local community constituency, open to any person in the absolute discretion of the Trustees, the Trustees believe has a legitimate interest in any of the Schools;
 - 10.4.5 a community organisations constituency, open to any organisation, whether statutory, charitable, voluntary, or trading for social or commercial purposes, which in the absolute discretion of the Trustees has a legitimate interest in any of the Schools; and
 - 10.4.6 an Alumni constituency, open to anyone who was at any time a learner registered at any of the Schools.
- 10.5 In relation to constituencies:
- 10.5.1 no person may be a member of more than one constituency;
 - 10.5.2 a person eligible to be a member of the staff constituency may not be a member of any other constituency;
 - 10.5.3 the decision about the constituency of which a person is to be a member shall be decided by the Trustees, who may issue guidelines about constituency membership;
 - 10.5.4 the Trustees may sub-divide any of the constituencies into two or more constituencies, on such basis as they consider to be appropriate.
- 10.6 Membership of the Trust is terminated if the member concerned:
- 10.6.1 gives written notice of resignation to the Trust;
 - 10.6.2 dies or (in the case of an organisation) ceases to exist;
 - 10.6.3 ceases to be entitled to be a member under these Articles of Association; or
 - 10.6.4 is removed from membership by resolution of the Trustees on the ground that in their reasonable opinion the member's continued membership is harmful to the Trust. The Trustees may only pass

such a resolution after notifying the member in writing and considering the matter in the light of any written representations which the member concerned puts forward within 14 clear days after receiving notice.

10.7 Membership of the Trust is not transferable.

11 General Meetings

11.1 Members are entitled to attend general meetings either personally or (in the case of a member organisation) by an authorised representative. General meetings are called on at least 21 clear days' written notice specifying the time, date and place of the meeting and the business to be discussed and in the case of an AGM shall specify the meeting as such. The accidental omission to give notice of a meeting to, or the non receipt of notice by, any person entitled to receive it shall not invalidate the proceedings at that meeting.

11.2 No business shall be transacted at any meeting unless a quorum is present. There is a quorum at a general meeting if the number of members or authorised representatives present is:

11.2.1 at least 10 members or one tenth of the members, whichever is the lesser; and

11.2.2 represents not less than two-thirds of the constituencies.

11.3 The Chair or (if the Chair is unable or unwilling to do so) some other member elected by those present presides at a general meeting.

11.4 Except where otherwise provided by the Companies Act or the Education Acts, every issue is decided by a majority of the votes cast.

11.5 Every member present in person or through an authorised representative has one vote on each issue.

11.6 A written resolution signed by a simple majority (or in the case of a special resolution by a majority of not less than 75%) of those entitled to vote at a general meeting is as valid as a resolution actually passed at a general meeting provided that:

11.6.1 a copy of the proposed resolution has been sent to every eligible member;

11.6.2 a simple majority (or in the case of a special resolution a majority of not less than 75%) of members has signified its agreement to the resolution; and

11.6.3 it is contained in an authenticated document which has been received at the registered office within the period of 28 days beginning with the circulation date.

For this purpose the written resolution may be set out in more than one document and in the case of a member that is an organisation, its authorised representative may signify its agreement.

11.7 The Trust shall hold its first AGM within 18 months of its incorporation. Thereafter the Trust must hold an AGM in every year and not more than fifteen months shall elapse between the date of one AGM of the Trust and that of the next.

- 11.8 At an AGM the members:
- 11.8.1 receive the accounts of the Trust for the previous financial year;
 - 11.8.2 receive the Trustees' report on the Trust's activities since the previous AGM;
 - 11.8.3 accept the retirement of those Trustees who wish to retire;
 - 11.8.4 elect Trustees to fill the vacancies arising;
 - 11.8.5 elect members of the Forum;
 - 11.8.6 appoint auditors for the Trust (if the Trust's accounts are required to be audited); and
 - 11.8.7 may discuss and determine any issues of policy or deal with any other business put before them by the Trustees.
- 11.9 Any general meeting which is not specified as an AGM in the notice convening it is a general meeting.
- 11.10 A general meeting may be called at any time by the Trustees and must be called within 14 clear days on a written request from at least 1 members.

12 The Forum

- 12.1 The Trust shall have a Forum, the composition of which shall be determined from time to time by the Trustees in consultation with the Forum, subject to the following;
- 12.1.1 the members of each constituency shall elect one or more of their number to the Forum;
 - 12.1.2 no constituency's representatives shall comprise more than one third of the members of the Forum, and the staff constituency shall not comprise more than one quarter of the members of the Forum;
 - 12.1.3 a majority of the members of the Forum shall comprise elected representatives of the membership constituencies;
 - 12.1.4 the Trustees may designate one or more other organisations, which are members of the community organisations constituency, to be partner organisations, and any such partner organisation shall be entitled to appoint a member of the Forum. The Trustees shall also be entitled to terminate the designation as a partner organisation.
- 12.2 A person shall cease to be a member of the Forum (or shall not be eligible to be a member of the Forum, as appropriate) if:
- 12.2.1 they resign from office;
 - 12.2.2 they fail to attend three consecutive meetings of the Forum and, in the opinion of the other members of the Forum, should cease to be a member of the Forum;

- 12.2.3 they cease to be a member of the constituency which elected them, or in the case of a member of the Forum appointed by a partner organisation, that organisation ceases to be a partner organisation;
 - 12.2.4 they are removed from office by a resolution of two-thirds of the remaining members of the Forum for serious breach of any code of conduct which the Forum has adopted. No such resolution may be passed unless the Forum has invited the views of the person concerned and considered the matter in the light of any such views;
 - 12.2.5 are removed as, or disqualified from acting as, a charity trustee under the Charities Act or the Education Acts;
 - 12.2.6 are incapable, whether mentally or physically, of managing their own affairs; or
 - 12.2.7 are a governor of any of the Schools and are removed from that office.
- 12.3 In relation to members of the Forum:
- 12.3.1 their term of office shall be three years, following which they shall be eligible to be re-elected or re-appointed (as appropriate). After serving three consecutive terms of office (whether or not any such term was less than three full years), a person shall not be eligible to be re-elected or re-appointed for a period of one calendar year;
 - 12.3.2 matters such as:
 - 12.3.2.1 any arrangements for retirement of members of the Forum by rotation; and
 - 12.3.2.2 the means of filling of casual vacancies on the Forum

shall be determined by the Trustees unless appropriate guidance has been produced by The Schools Co-operative Society, in which case such guidance shall be followed.
- 12.4 The role of the Forum is:
- 12.4.1 to appoint and remove those Trustees who are appointed and removed by the Forum;
 - 12.4.2 to make recommendations to the Trustees, including in relation to the role of the Trust in the community;
 - 12.4.3 to perform such other functions as the Forum may be requested from time to time by the Trustees.
- 12.5 The procedures for the Forum shall be as follows.
- 12.5.1 The Forum shall meet not less than two times each academic year.
 - 12.5.2 A quorum shall be half of the members of the Forum, and representatives from not less than half of the constituencies.

- 12.5.3 Each year, the Forum shall elect one of its number to be its chair of the Forum. The chair of the Forum, or in their absence another member of the Forum chosen by those present, shall chair a meeting. A member of the staff constituency cannot chair the Forum.
- 12.5.4 Each member of the Forum shall have one vote on any matter to be decided by the Forum, and in the event of an equality of votes, the chair of the meeting shall have a second or casting vote.
- 12.5.5 If any member of the Forum has a material involvement in a matter being considered by the Forum (other than by virtue of being a member of a constituency), they shall declare it, and may take part in the discussion of the matter unless the remaining members of the Forum decide otherwise, but they may not vote on the matter.
- 12.5.6 The Forum may establish its own standing orders for meetings, and a code of conduct to be followed by all members of the Forum.

13 The Trustees

- 13.1 The Trustees as charity trustees have control of the Trust and its property and funds.
- 13.2 The number of Trustees shall not be less than two but unless determined by ordinary resolution, shall not be subject to any maximum.
- 13.3 The appointment and removal of Trustees shall be subject to any restrictions imposed by the Education Acts.
- 13.4 There shall be the following Trustees:
 - 13.4.1 the Headteacher and the Chair of Governors (or an individual nominated by the Chair of Governors) of each School;
 - 13.4.2 1 Trustee appointed by each organisation designated as a partner organisation under Article 13.1.4;
 - 13.4.3 2 Trustees appointed by the Forum from amongst their number; and
 - 13.4.4 1 Trustee who will represent the Co-operative Movement, appointed by or with the approval of The Schools Co-operative Society.
- 13.5 Every Trustee must sign:
 - 13.5.1 a declaration of willingness to act as a Trustee of the Trust; and
 - 13.5.2 a declaration confirming that they are not disqualified from acting as a charity trustee under the Education Acts;

before they may vote at any meeting of the Trustees.
- 13.6 Each body entitled to appoint a Trustee may at any time remove its appointed Trustee from office. If a Trustee shall die or be removed from or vacate office for any cause, then the body which appointed or removed that Trustee shall be entitled to appoint another person as a Trustee.

13.7 Any removal or appointment of a Trustee pursuant to Article 13.6 shall be in writing, signed by or on behalf of the relevant body and sent to the Trust at its registered office, marked for the attention of the Secretary or delivered to a duly constituted meeting of the Trustees of the Trust. Any such appointment or removal shall take effect as at the time of such lodgement or delivery or at such later time as shall be specified in such notice.

13.8 The Trust may by ordinary resolution appoint any person who is willing to act as an additional Trustee provided:

13.8.1 he or she is recommended by not less than two thirds of the Trustees; and

13.8.2 if appointed they would not be disqualified from acting under Article 13.10.

A decision exercising the power of appointment or removal will be communicated by notice in writing to the Trustee concerned signed by or on behalf of the Trustees.

13.9 In relation to terms of office for Trustees,

13.9.1 subject to Article 20.3, the normal term of office for a Trustee shall be three years, at the end of which a Trustee shall retire and may stand for reappointment, if otherwise eligible;

13.9.2 terms of office shall begin (or be deemed to begin) and end at the conclusion of the AGM each year.

13.9.3 with the exception of Trustees who are the head teacher or Chair of Governors at any of the Schools, no Trustee may serve for more than two consecutive terms of office (whether or not any such term was less than five full years), after which they must stand down for a year. Any time served by a Trustee before the Trust's first AGM shall not be counted as a term of office or part of a term of office.

13.10 A Trustee's term of office automatically terminates if they:

13.10.1 are disqualified under the Charities Act from acting as a charity trustee;

13.10.2 are removed as, or disqualified from acting as, a charity trustee under the Education Acts or are otherwise prohibited by law from being a charity trustee or a Trustee;

13.10.3 are incapable, whether mentally or physically, of managing their own affairs;

13.10.4 are absent from three consecutive meetings of the Trustees and are asked by a majority of the other Trustees to resign;

13.10.5 are a member appointed as a Trustee by the Forum and cease to be a member or, in the case of a Trustee appointed by a partner organisation, that organisation ceases to be a partner organisation;

13.10.6 resign by written notice to the Trustees (but only if at least two Trustees will remain in office);

13.10.7 are removed by resolution of the members present and voting at a general meeting after the meeting has invited the views of the Trustee concerned and considered the matter in the light of any such views;

13.10.8 are a governor of any of the Schools and are removed from that office.

13.11 The Trustees may at any time co-opt any individual who is qualified to be appointed as a Trustee to fill a vacancy in their number or as an additional Trustee, but a co-opted Trustee holds office only until the next AGM.

14 **Trustees' proceedings**

14.1 The Trustees must hold at least three meetings each year.

14.2 A quorum at a meeting of the Trustees is three or half of the total number of Trustees, whichever is the greater.

14.3 A meeting of the Trustees may be held either in person or by suitable electronic means agreed by the Trustees in which all participants may communicate with all the other participants.

14.4 The Chair or (if the Chair is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting.

14.5 Every issue may be determined by a simple majority of the votes cast at a meeting, but a written resolution signed by a simple majority of Trustees is as valid as a resolution passed at a meeting. For this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature.

14.6 Except for the chair of the meeting, who has a casting vote, every Trustee has one vote on each issue.

14.7 The chair of the Forum, if not themselves a Trustee, may attend meetings of the Trustees as an observer but for the avoidance of doubt shall not be entitled to vote on any matter or count for the purposes of quorum.

15 **Trustees' powers**

In exercising their powers, subject to their duties, the Trustees shall have regard to the views of the Forum, and ensure that the affairs of the Trust are conducted to deliver the Objects in accordance with the spirit and intention of Articles 4 above. The Trustees have the following powers in the administration of the Trust:

15.1 To manage the business of the Trust and exercise all the powers of the Trust unless they are subject to any restriction imposed by the Companies Acts, the Articles or any special resolution;

15.2 To appoint (and remove) any person (who may be a Trustee) to act as Secretary in accordance with the Companies Act.

15.3 Each year at the first meeting after the AGM to appoint a chair from among their number.

15.4 To make rules consistent with the Articles and the Companies Act to govern their proceedings, the proceedings of the Forum and proceedings at general meetings.

- 15.5 To make regulations consistent with the Articles and the Companies Act to govern the administration of the Trust and the use of its seal (if any).
- 15.6 To establish procedures to assist the resolution of disputes or differences within the Trust.

Declaration of Trustees' interests

- 16 A Trustee must declare the nature and extent of any interest, direct or indirect, which he or she has in any proposed transaction or arrangement with the Trust or in any transaction or arrangement entered into by the Trust which has not previously been declared. A Trustee must absent himself or herself from any discussions of the Trustees in which it is possible that a conflict will arise between his or her duty to act solely in the interests of the Trust and any personal interest (including but not limited to any personal financial interest).

17 Conflicts of interest and conflicts of loyalties

- 17.1 If a conflict of interests arises for a Trustee 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 these Articles, the unconflicted Trustees may authorise such a conflict of interests where the following conditions apply:
 - 17.1.1 The conflicted Trustee is absent from any part of the meeting at which there is a discussion of any arrangement or transaction affecting that other organisation or person;
 - 17.1.2 The conflicted Trustee does not vote on any such matter and is not to be counted when considering whether a quorum of Trustees is present at the meeting; and
 - 17.1.3 The unconflicted Trustees consider it is in the best interests of the Trust to authorise the conflict of interests in the circumstances applying.
- 17.2 In this Article a conflict of interest 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 Trustee or to a connected person.

18 Records and Accounts

- 18.1 The Trustees must comply with the requirements of the Companies Act and of the Charities Act as to keeping financial records, the audit or other scrutiny of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:
 - 18.1.1 annual returns;
 - 18.1.2 annual reports; and
 - 18.1.3 annual statements of account.
- 18.2 The Trustees must keep proper records of:
 - 18.2.1 all proceedings at general meetings;
 - 18.2.2 all proceedings at meetings of the Trustees;
 - 18.2.3 all reports of committees; and

18.2.4 all professional advice obtained.

18.3 Accounting records relating to the Trust must be made available for inspection by any Trustee at any time during normal office hours and may be made available for inspection by members who are not Trustees if the Trustees so decide.

18.4 A copy of the Trust's latest available statement of account must be supplied on request to any Trustee or member. A copy must also be supplied, within two months, to any other person who makes a written request and pays the Trust's reasonable costs.

19 Notices

19.1 Notices under the Articles may be sent by hand, by post or by suitable electronic means.

19.2 The only address at which a member is entitled to receive notices sent by post is an address shown in the register of members.

19.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:

19.3.1 24 hours after being sent by electronic means or delivered by hand to the relevant address;

19.3.2 two clear days after being sent by first class post to that address;

19.3.3 three clear days after being sent by second class or overseas post to that address;

19.3.4 on the date of publication of a newspaper containing the notice;

19.3.5 on being handed to the recipient personally;

19.3.6 if sent or supplied by means of a website, when the material is first made available on the website or if later when the recipient receives or is deemed to have received notice of the act that the material is available on the website; or, if earlier,

19.3.7 as soon as the recipient acknowledges actual receipt.

19.4 An individual present in person at any meeting shall be deemed to have received notice of the meeting and the purposes for which it was called.

20 Indemnity

Subject to the provisions of the Education Acts, the Trust may indemnify any Trustee, Auditor, Reporting Accountant, Independent Examiner or other officer of the Charity against liability incurred by them in that capacity, in the case of a Trustee, to the extent permitted by section 232 of the Companies Act or, in the case of an Auditor, to the extent permitted by sections 532 and 533 of the Companies Act.

21 Start-up arrangements

21.1 The provisions of the Articles shall apply, except where they are varied by the start-up arrangements below.

21.2 The first Trustees shall be those persons notified to Companies House as the first Trustees of the Trust.

- 21.3 The first Trustees and any Trustees appointed before the first AGM shall all retire at the conclusion of the first AGM, and Trustees shall be appointed in the way provided in the Articles. Not less than a third of these Trustees (to be determined by drawing lots at the first AGM) shall retire after one year; not less than a third of them (to be determined likewise) shall retire after two years, and the remaining Trustees shall retire after three years.
- 21.4 The inaugural meeting of the first Trustees shall decide who shall comprise the first members of the Forum and their means of appointment.
- 21.5 At a time recommended by the first members of the Forum, or at the conclusion of the Trust's third AGM (whichever is the sooner) the first members of the Forum shall all retire and thereafter members of the Forum shall be elected or appointed as provided in the Articles.

22 Interpretation

- 22.1 In the Articles, unless the context indicates another meaning:

'AGM' means an annual general meeting of the Trust;

'the Articles' means the Trust's articles of association;

'authorised representative' means an individual who is authorised by a member organisation to act on its behalf at meetings of the Trust and whose name is given to the Secretary;

'Chair' means the chair of the Trustees;

'the Charities Act' means the Charities Act 2011;

'charity trustee' has the meaning prescribed by section 177 of the Charities Act;

'clear day' means 24 hours from midnight on the day of the relevant event;

'the Commission' means the Charity Commissioners for England and Wales;

'the Companies Act' means the Companies Act 2006;

'connected person' means any spouse, partner, parent, child, brother, sister, grandparent or grandchild of a Trustee, any firm of which a Trustee is a member or employee, and any Trust of which a Trustee is a Trustee, employee or shareholder having a beneficial interest in more than 1 per cent of the share capital;

'Education Acts' means the Education Acts as defined in Section 578 of the Education Act 1996 and includes any regulations made under the Education Acts;

'financial year' means the Trust's financial year;

'firm' includes a limited liability partnership;

'Forum' means the representative body established in accordance with article 12;

'indemnity insurance' means insurance against personal liability incurred by any Trustee for an act or omission which is or is alleged to be a breach of

trust or breach of duty, but subject to the limitations specified in section 189(2) of the Charities Act;

'material benefit' means a benefit which may not be financial but has a monetary value;

'member' and 'membership' refer to membership of the Trust;

'Memorandum' means the Trust's Memorandum of Association;

'month' means calendar month;

'the Objects' means the Objects of the Trust as defined in Article 3 of the Articles;

'ordinary resolution' means a resolution which is passed by a majority of the members;

'Schools' means any school in respect of which the Trust acts as a foundation for the purposes of the School Standards and Framework Act 1998;

'Secretary' means the secretary of the Trust;

'taxable trading' means carrying on a trade or business for the principal purpose of raising funds and not for the purpose of actually carrying out the Object, the profits of which are subject to corporation tax and do not qualify for charity exemption;

'The Schools Co-operative Society' means The Schools Co-operative Society Limited, industrial and provident society number 31278R;

'the Trust' means the Trust governed by the Articles;

'Trustee' means a Trustee of the Trust and 'Trustees' means the Trustees of the Trust;

'Values' means the Co-operative values of self-help, self responsibility, democracy, equality, equity, solidarity, honesty, openness, social responsibility and caring for others ;

'written' or 'in writing' refers to a legible document and includes a fax message and such forms of electronic message as the Trustees shall from time to time determine;

'year' means calendar year.

22.2 Expressions defined in the Companies Act have the same meaning.

22.3 References to an Act of Parliament are references to that Act as amended or re-enacted from time to time and to any subordinate legislation made under it.