

FILE COPY



**CERTIFICATE OF INCORPORATION
OF A
PRIVATE LIMITED COMPANY**

Company Number 11717912

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

GODALMING LEARNING PARTNERSHIP

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 7th December 2018



* N11717912G *



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Application to register a company



Received for filing in Electronic Format on the: **06/12/2018**

X7K7YP0Q

Company Name in full: **GODALMING LEARNING PARTNERSHIP**

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: **HAMBLEDON ROAD
GODALMING
UNITED KINGDOM GU7 1PJ**

Sic Codes: **85590**

Proposed Officers

Company Director 1

Type: **Person**

Full Forename(s): **MR JON CONSTANT WING**

Surname: **O'CONNOR**

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

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

Date of Birth: ****/08/1953** *Nationality:* **BRITISH**

Occupation: **EDUCATION
CONSULTANT**

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: **BUSBRIDGE INFANT SCHOOL**

Address **HAMBLEDON ROAD
GODALMING
GU7 1PJ**

Amount Guaranteed **GBP1**

Name: **GODALMING JUNIOR SCHOOL**

Address **HALLAM ROAD
GODALMING
GU7 3HW**

Amount Guaranteed **GBP1**

Name: **MILFORD SCHOOL**

Address **CHURCH ROAD MILFORD
GODALMING
GU8 5JA**

Amount Guaranteed **GBP1**

Name: **MOSS LANE SCHOOL**

Address **MOSS LANE
GODALMING
GU7 1EF**

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

GODALMING LEARNING PARTNERSHIP

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
Milford School	Milford School
Moss Lane School	Moss Lane School
Godalming Junior School	Godalming Junior School
Busbridge Infant School	Busbridge Infant School

Dated 6/12/2018

ARTICLES OF ASSOCIATION

Godalming Learning Partnership

Incorporated on

COMPANIES ACT 2006
COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION
OF
GODALMING LEARNING PARTNERSHIP

1. Name

The name of the company is Godalming Learning Partnership ("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 education for the benefit of the public, in particular but without limitation:

- 3.1. to advance the education of the learners at any School which is a Qualifying School, or at any other school in respect of which the Trust acts or has acted as a foundation, 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; and
- 3.2. to advance education generally in the areas in which the Schools are situated; and
- 3.3. to advance the education of the learners at any Partnership School and any other school which works in partnership or collaboration (whether formally or not) with a school in respect of which the Trust acts as a foundation.

4. It is intended that:

- 4.1. The Schools which are members or partners in the Trust will be members of The Co-operative Schools Network;
- 4.2. the Schools will actively participate in the work of The Co-operative Schools Network in order to provide and receive support;
- 4.3. the curriculum and ethos of the Schools will place an emphasis on, and include a commitment to learners learning about Co-operative Values and Principles, with the aim of encouraging all learners to become better citizens, not only while they are learners but during the rest of their lives; and
- 4.4. the Trust will support and strengthen the existing individual ethos of each School and Partnership School and for the avoidance of doubt in respect of a Partnership School the Trust will recognise and support the school in respecting 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 which has jurisdiction over the relevant Partnership School.

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 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 promote or carry out research;
- 5.11. to provide advice;
- 5.12. to publish or distribute information;
- 5.13. to co-operate with other bodies;
- 5.14. to support, administer or set up other charities;
- 5.15. to make grants or loans of money and to give guarantees;
- 5.16. to set aside funds for special purposes or as reserves against future expenditure;
- 5.17. to deposit or invest in funds in any manner (but to invest only after obtaining such advice from a Financial Expert as the Trustees consider necessary and having regard to the suitability of investments and the need for diversification) provided that the Trust shall have power to retain any investments donated to it;
- 5.18. to delegate the management of investments to a Financial Expert, but only on terms that:
 - 5.18.1. the investment policy is set down in writing for the Financial Expert by the Trustees;

- 5.18.2. timely reports of all transactions are provided to the Trustees;
- 5.18.3. the performance of the investments is reviewed regularly with the Trustees;
- 5.18.4. the Trustees are entitled to cancel the delegation arrangement at any time;
- 5.18.5. the investment policy and the delegation arrangement are reviewed at least once a year;
- 5.18.6. all payments due to the Financial Expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt; and
- 5.18.7. the Financial Expert must not do anything outside the powers of the Trustees;
- 5.19. to arrange for investments or other property of the Trust to be held in the name of a nominee company acting under the direction of the Trustees or controlled by a Financial Expert acting under their instructions and to pay any reasonable fee required;
- 5.20. to deposit documents and physical assets with a company registered or having a place of business in England or Wales as custodian, and to pay any reasonable fee required;
- 5.21. to insure the property of the Trust against any foreseeable risk and take out other insurance policies to protect the Trust when required;
- 5.22. to pay for indemnity insurance for the Trustees in accordance with, and subject to the conditions in, section 189 of the Charities Act;
- 5.23. subject to Article 6, to employ paid or unpaid agents, staff or advisers;
- 5.24. to enter into contracts to provide services to or on behalf of other bodies;
- 5.25. to establish or acquire subsidiary companies to assist or act as agents for the Trust;
- 5.26. to pay the costs of forming the Trust; and
- 5.27. to do anything else within the law which promotes, helps to promote or is conducive or incidental to the promotion of the Objects.

6. Benefits to Trust Members and Trustees

- 6.1. The property and funds of the Trust must be used only for promoting the Objects and cannot be distributed to the Trust Members but:
 - 6.1.1. Trust Members who are not Trustees may be employed by or enter into contracts with the Trust and receive reasonable payment for goods or services supplied;
 - 6.1.2. Trust Members (including Trustees) may be paid interest at a reasonable rate on money lent to the Trust; and
 - 6.1.3. Trust Members (including Trustees) may be paid a reasonable rent or hiring fee for property or equipment let or hired to the Trust;
- 6.2. A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Trust except:

- 6.2.1. as mentioned in Articles 5.22 (indemnity insurance), 6.1.2 (interest), 6.1.3 (rent) or 6.3 (contractual payments);
 - 6.2.2. reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in the administration of the Trust;
 - 6.2.3. an indemnity permitted by sections 232 to 234 inclusive of the Companies Act;
 - 6.2.4. the benefit of any payment to any company in which a Trustee has no more than a 1 per cent shareholding; and
 - 6.2.5. in exceptional cases, other payments or benefits but only with:
 - 6.2.5.1. the written consent of the Commission in advance where required under the Charities Act; and
 - 6.2.5.2. the approval or affirmation of the Trust Members where required under the Companies Act.
- 6.3. No Trustee, or Connected Person, may be employed by the Trust except in accordance with Article 6.2.5, but any Trustee or Connected Person may enter into a contract with the Trust, as permitted by the Charities Act to supply goods or services to the Trust in return for a payment or other material benefit but only if:
- 6.3.1. the contract is in writing and states the maximum to be paid by the Trust;
 - 6.3.2. the goods or services are actually required by the Trust, and the Trustees decide that it is in the best interests of the Trust to enter into such a contract;
 - 6.3.3. the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services;
 - 6.3.4. no more than one third of the Trustees are subject to such a contract in any financial year; and
 - 6.3.5. the Trustee has complied with the procedure set out in Article 6.4.
- 6.4. Subject to Article 6.5, any Trustee who becomes a Conflicted Trustee in relation to any matter must:
- 6.4.1. declare the nature and extent of his or her interest at or before discussion begins on the matter;
 - 6.4.2. withdraw from the meeting for that item after providing any information requested by the Trustees;
 - 6.4.3. not be counted in the quorum for that part of the meeting; and
 - 6.4.4. be absent during the vote and have no vote on the matter.
- 6.5. When any Trustee is a Conflicted Trustee, the Trustees who are not Conflicted Trustees, if they form a quorum and are satisfied that it is in the best interests of the Trust to do so, may by resolution passed in the absence of the Conflicted Trustee authorise the Conflicted Trustee, notwithstanding any conflict of interest or duty which has arisen or may arise for the Conflicted Trustee:

- 6.5.1. to continue to participate in discussions leading to the making of a decision and to vote, except where a Conflicted Trustee or a Connected Person is to receive any payment or material benefit; or
 - 6.5.2. to disclose information confidential to the Trust to a third party; or
 - 6.5.3. to take any other action not otherwise authorised, or to refrain from taking any step required to remove the conflict which, in either case, does not involve the receipt by the Conflicted Trustee or a Connected Person of any payment or material benefit.
- 6.6. A Conflicted Trustee who obtains (other than through his or her position as Trustee) information that is confidential to a third party, shall not be in breach of his or her duties to the Trust if he or she declares the conflict in accordance with Article 6.4 and then withholds such confidential information from the Trust.
- 6.7. For any transaction or arrangement authorised under Articles 5.22, 6.1, 6.2 or 6.3 the Trustee's duty under the Companies Act to avoid a conflict of interest with the Trust shall be disapplied provided the relevant provisions of Article 6.4 and 6.6 have been followed.
- 6.8. This Article 6 may be amended by special resolution provided that where the result would be to authorise a benefit to a Trustee, Trust Member or Connected Person which was not previously authorised under the Articles, it may only be amended with the prior written consent of the Commission.

7. Limited Liability

The liability of Trust Members is limited.

8. Guarantee

Every Trust Member promises, if the Trust is wound up while they remain a Trust Member, or within 12 months afterwards, 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 Trust 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.
- 9.2. A final report and statement of account must be sent to the Commission.

10. Trust Membership

- 10.1. The Trust must maintain a register of Trust Members.
- 10.2. The subscribers to the Memorandum are the first Trust Members.

- 10.3. Subject to any restrictions imposed by the Education Acts, Trust Membership 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. are approved by the Trustees; and
 - 10.3.3. consent in writing to become a Trust 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 Trust Member in a form to be specified by the Trustees.
- 10.4. The Trust will have the following Constituencies:
 - 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 registered carer 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 who lives or works within five miles of any of the Schools or within the county of Surrey and, in the absolute discretion of the Trustees, has a legitimate interest in any of the Schools; and
 - 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.
- 10.5. In addition, the Trust may have an Alumni constituency, open to anyone who was at any time a learner registered at any of the Schools.
- 10.6. In relation to Constituencies:
 - 10.6.1. no person may be a member of more than one Constituency;
 - 10.6.2. a person eligible to be a member of the staff constituency may not be a member of any other Constituency;
 - 10.6.3. 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;
 - 10.6.4. the Trustees may sub-divide any of the Constituencies into two or more constituencies, on such basis as they consider to be appropriate.
- 10.7. Trust Membership is terminated if the Trust Member concerned:
 - 10.7.1. gives written notice of resignation to the Trust;
 - 10.7.2. dies or (in the case of an organisation) ceases to exist;
 - 10.7.3. ceases to be entitled to be a Trust Member under these Articles of Association; or

10.7.4. is removed from Trust Membership by resolution of the Trustees on the ground that in their reasonable opinion the Trust Member's continued Trust Membership is harmful to the Trust. The Trustees may only pass such a resolution after notifying the Trust Member in writing and considering the matter in the light of any written representations which the Trust Member concerned puts forward within 14 clear days after receiving notice.

10.8. Trust Membership is not transferable.

11. General Meetings

11.1. Trust Members are entitled to attend general meetings either personally or (in the case of a Trust Member which is an organisation) by an authorised representative. General meetings are called on at least 14 clear days' written notice specifying the time 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 Trust Members or authorised representatives present is at least 25 Trust Members or 25% of the total number of Trust Members, whichever is the lower representing 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 Trust 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 Trust Member present in person or through an authorised representative has one vote on each issue.

11.6. A resolution in writing agreed by such number of Trust Members as required if it had been proposed at a general meeting shall be as effectual as if it had been passed at a general meeting duly convened and held provided that a copy of the proposed resolution has been sent to every Trust Member. The resolution may consist of several instruments in the like form each agreed by one or more Trust Members.

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 Trust 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. note the appointment of Trustees to fill vacancies arising;

11.8.5. appoint auditors for the Trust (if the Trust's accounts are required to be audited); and

- 11.8.6. 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 on a request from at least five percent of the Trust Members having the right to vote at general meetings of the Trust if the request is issued in accordance with the Companies Act.

12. The Representative Council

- 12.1. The Trust shall have a Representative Council, the composition of which shall be determined from time to time by the Trustees in consultation with the Representative Council's members, subject to the following;
- 12.1.1. the members of each Constituency shall elect one or more of their number to the **Representative Council**;
- 12.1.2. no Constituency's representatives shall comprise more than one third of the members of the **Representative Council**, and the staff constituency shall not comprise more than one quarter of the members of the **Representative Council**;
- 12.1.3. a majority of the members of the **Representative Council** shall comprise elected representatives of the 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 **Representative Council**. 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 **Representative Council** (or shall not be eligible to be a member of the Representative Council as appropriate) if:
- 12.2.1. they resign from office;
- 12.2.2. they fail to attend three consecutive meetings of the **Representative Council**;
- 12.2.3. they cease to be a member of the Constituency which elected them, or in the case of a member of the **Representative Council** 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 **Representative Council** for serious breach of any code of conduct which the **Representative Council** has adopted. No such resolution may be passed unless the **Representative Council** 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 **Representative Council**:
- 12.3.1. their term of office shall be two 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 two 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 **Representative Council** by rotation; and
- 12.3.2.2. the means of filling of casual vacancies on the **Representative Council**,
- shall be determined by the Trustees.
- 12.4. The role of the **Representative Council** is:
- 12.4.1. to appoint and remove those Trustees who are appointed and removed by the **Representative Council**;
- 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 **Representative Council** may be requested from time to time by the Trustees.
- 12.5. The procedures for the **Representative Council** shall be as follows.
- 12.5.1. The **Representative Council** shall meet not less than two times each academic year.
- 12.5.2. A quorum shall be half of the members of the **Representative Council**, and representatives from not less than half of the Constituencies.
- 12.5.3. Each year, the **Representative Council** shall elect one of its number to be its chair of the **Representative Council**. The chair of the **Representative Council**, or in their absence another member of the **Representative Council** chosen by those present shall chair a meeting.
- 12.5.4. Each member of the **Representative Council** shall have one vote on any matter to be decided by the **Representative Council**, 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 **Representative Council** has a material involvement in a matter being considered by the **Representative Council** (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 **Representative Council** decide otherwise, but they may not vote on the matter.
- 12.5.6. The **Representative Council** may establish its own standing orders for meetings, and a code of conduct to be followed by all members of the **Representative Council**.

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 otherwise 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. 2 Trustees appointed by each of the Schools;
 - 13.4.2. 1 Trustee appointed by each organisation designated as a partner organisation under Article 12.1.4;
 - 13.4.3. 2 Trustees appointed by the Representative Council from amongst their number;
 - 13.4.4. 1 Trustee appointed by The Co-operative Schools Network; and
 - 13.4.5. 2 Trustees appointed by each of the Partnership Schools.
- 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 Charities Act or 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 19.3, the normal term of office for a Trustee shall be five consecutive AGMs, at the end of which a Trustee shall retire and may be reappointed, if otherwise eligible;
 - 13.9.2. with the exception of Trustees who are the head teacher or chair of governors at any of the Schools or Partnership School, no Trustee may serve for more than two consecutive terms of office, after which they must stand down for a year, unless the Trustees consider there are exceptional circumstances and resolve to approve a further term of office.
- 13.10. A Trustee's term of office automatically terminates if they:
- 13.10.1. are removed as, or disqualified from acting as, a charity trustee under the Charities Act or the Education Acts or are otherwise prohibited by law from being a charity trustee or a Trustee;
 - 13.10.2. are incapable, whether mentally or physically, of managing their own affairs;
 - 13.10.3. are absent from three consecutive meetings of the Trustees and are asked by a majority of the other Trustees to resign;
 - 13.10.4. are a member of the Representative Council appointed as a Trustee by the Representative Council and cease to be a member thereof or, in the case of a Trustee appointed by a partner organisation, that organisation ceases to be a partner organisation;
 - 13.10.5. resign by written notice to the Trustees (but only if at least two Trustees will remain in office);
 - 13.10.6. are removed by resolution of the Trust 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;
 - 13.10.7. 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.
- 13.12. A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

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 not less than half of the total number of Trustees, subject to a minimum of two Trustees.
- 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 at least 75% of the 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 **Representative Council**, if not themselves a Trustee, may attend meetings of the Trustees as an observer by invitation of the Trustees, but for the avoidance of doubt shall not be entitled to vote on any matter.
- 14.8. A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

15. Trustees' powers

In exercising their powers, subject to their duties, the Trustees shall have regard to (but shall not be bound by) the views of the Representative Council, and shall ensure that the affairs of the Trust are conducted in accordance with its Objects and in the spirit and intention of Article 4. The Trustees have the following powers in the administration of the Trust:

- 15.1. To appoint (and remove) any person (who may be a Trustee) to act as Secretary in accordance with the Companies Act.
- 15.2. Each year at the first meeting after the AGM to appoint a chair from among their number.
- 15.3. To make rules consistent with the Articles and the Companies Act to govern their proceedings, the proceedings of the Representative Council and proceedings at general meetings.
- 15.4. 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).
- 15.5. To establish procedures to assist the resolution of disputes or differences within the Trust.
- 15.6. To exercise any powers of the Trust which are not reserved to a general meeting.

16. Partnership Schools

The Trustees may designate one or more schools which have a designated religious character as Partnership Faith Schools and the governing body or proprietor of any such Partnership Faith School shall be entitled to appoint two trustees in accordance with Article 13.4.5. The Trustees shall also be entitled to terminate any Partnership Faith School designation, following which any Trustees appointed by such former Partnership Faith School shall be deemed immediately to have resigned.

17. Records and Accounts

- 17.1. 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:
 - 17.1.1. annual returns;
 - 17.1.2. annual reports; and
 - 17.1.3. annual statements of account.

- 17.2. The Trustees must keep proper records of:
- 17.2.1. all proceedings at general meetings;
 - 17.2.2. all proceedings at meetings of the Trustees;
 - 17.2.3. all reports of committees; and
 - 17.2.4. all professional advice obtained.
- 17.3. 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 Trust Members who are not Trustees if the Trustees so decide.
- 17.4. A copy of the Trust's latest available statement of account must be supplied on request to any Trustee or Trust 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.

18. Notices

- 18.1. Notices under the Articles may be sent by hand, by post or by suitable electronic means.
- 18.2. The only address at which a Trust Member is entitled to receive notices sent by post is an address shown in the register of Trust Members.
- 18.3. Any notice given in accordance with these Articles is to be treated for all purposes as having been received:
- 18.3.1. 24 hours after being sent by electronic means or delivered by hand to the relevant address;
 - 18.3.2. two clear days after being sent by first class post to that address;
 - 18.3.3. three clear days after being sent by second class or overseas post to that address;
 - 18.3.4. on the date of publication of a newspaper containing the notice;
 - 18.3.5. on being handed to the recipient personally;
 - 18.3.6. 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 fact that the material is available on the website; or, if earlier, as soon as the recipient acknowledges actual receipt.
- 18.4. A technical defect in the giving of notice of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

19. Indemnity

- 19.1. Subject to the provisions of the Education Acts, the Trust shall indemnify every Trustee against any liability incurred in successfully defending legal proceedings in that capacity, or in connection with any application in which relief is granted by the Court from liability for negligence, default, or breach of duty or breach of trust in relation to the Trust.
- 19.2. In this Article a "Trustee" means any Trustee or former Trustee of the Trust.

19.3. The Trust may indemnify an auditor against any liability incurred by him or her:

19.3.1. in defending proceedings (whether civil or criminal) in which judgement is given in his or her favour or he or she is acquitted; or

19.3.2. in connection with an application under section 1157 of the Companies Act (power of Court to grant relief in case of honest and reasonable conduct) in which relief is granted to him or her or it by the Court.

20. Start-up arrangements

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

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

20.3. 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 three years; not less than a third of them (to be determined likewise) shall retire after four years, and the remaining Trustees shall retire after five years.

20.4. The inaugural meeting of the first Trustees shall decide who shall comprise the first members of the Representative Council and their means of appointment.

20.5. At a time recommended by the first members of the Representative Council, or at the conclusion of the Trust's third AGM (whichever is the sooner) the first members of the Representative Council shall all retire and thereafter members of the Representative Council shall be elected or appointed as provided in the Articles.

21. Interpretation

21.1. 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.

21.2. 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 Trust Member which is an 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;

'Conflicted Trustee' means a Trustee in respect of whom a conflict of interest arises or may reasonably arise because the Conflicted Trustee or a Connected Person stands to receive a benefit from the Trust, or has some separate interest or duty in a matter to be decided, or in relation to information which is confidential to the Trust;

'Connected Person' means, in relation to a Trustee, a person connected with a director within the meaning of the Companies Act or a person connected with a charity trustee or a trustee for a charity within the meaning of the Charities Act;

'Constituency' means the groups established by the Trustees and identified in Articles 10.4 and 10.5;

'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 Expert' means an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;

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

'firm' includes a limited liability partnership;

'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;

'learner' means, in the context of a school or other educational institution, a pupil or student;

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

'member' means a member of a Constituency or of the Representative Council, as the context requires;

'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;

"Partnership School" means a school which has been so designated in accordance with Article 16;

'Principles' means the co-operative principles as set out in the Statement on the Co-operative Identity of the International Co-operative Alliance;

'Qualifying School' means a foundation school within the meaning of Section 21(1)(a) of the Schools Standards and Framework Act 1998;

'Representative Council' means the representative body established in accordance with Article 12;

'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 Co-operative Schools Network' means the company limited by guarantee registered in England and Wales with registration number 9783705 under the name CS Network Ltd, and any successor organisation;

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

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

'Trust Member' and 'Trust Membership' refer to company law membership 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.

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