

ARTICLES OF ASSOCIATION

TRUST FOR INNOVATIVE LEARNING AND TRAINING

Incorporated on 1st January 2010

COMPANIES ACT 2006
COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION
OF
TRUST FOR INNOVATIVE LEARNING AND TRAINING

1 Name

The name of the Trust is Trust for Innovative Learning and Training (“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 pupils 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

- 3.1 must (where applicable) have regard to its obligation to promote community cohesion under the Education Acts;
- 3.2 shall promote education in a manner consistent with the values and principles established by the International Cooperative Alliance;
- 3.3 shall conduct its affairs in a manner consistent with the values and principles established by the International Cooperative Alliance.

4 Powers

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

- 4.1 To act as the foundation of the Schools for the purpose of the School Standards and Framework Act 1998;
- 4.2 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;
- 4.3 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);
- 4.4 in relation to the Schools, to appoint and remove foundation governors in compliance with the provisions of the Education Acts;
- 4.5 to act as the trustee of any trust relating to the Schools;

- 4.6 to nominate one or more governors for appointment to the governing body of any other school;
- 4.7 to exercise its rights as the foundation of the Schools under the Education Acts;
- 4.8 to raise funds (but not by means of taxable trading);
- 4.9 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);
- 4.10 to employ staff;
- 4.11 to pay remuneration and allowances to any person, and 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);
- 4.12 to promote or carry out research;
- 4.13 to provide advice;
- 4.14 to publish or distribute information;
- 4.15 to co-operate with other bodies;
- 4.16 to support, administer or set up other charities;
- 4.17 to make grants or loans of money and to give guarantees;
- 4.18 to set aside funds for special purposes or as reserves against future expenditure;
- 4.19 to pay for indemnity insurance for the Trustees;
- 4.20 subject to clause 5, to employ paid or unpaid agents, staff or advisers;
- 4.21 to enter into contracts to provide services to or on behalf of other bodies;
- 4.22 to establish or acquire subsidiary companies to assist or act as agents for the Trust;
- 4.23 to pay the costs of forming the Trust; and
- 4.24 to do anything else within the law which promotes or helps to promote the Objects.

5 Benefits to Members and Trustees

- 5.1 The property and funds of the Trust must be used only for promoting the Objects and cannot be distributed to the members but:
 - 5.1.1 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;
 - 5.1.2 members (including Trustees) may be paid interest at a reasonable rate on money lent to the Trust; and

- 5.1.3 members (including Trustees) may be paid a reasonable rent or hiring fee for property or equipment let or hired to the Trust.
- 5.2 A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Trust except:
 - 5.2.1 as mentioned in clauses 4.19 (indemnity insurance), 5.1.2 (interest), 5.1.3 (rent) or 5.3 (contractual payments);
 - 5.2.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in the administration of the Trust;
 - 5.2.3 an indemnity permitted by section 309A of the Companies Act;
 - 5.2.4 the benefit of any payment to any Trust in which a Trustee has no more than a 1 per cent shareholding; and
 - 5.2.5 in exceptional cases, other payments or benefits (but only with the written approval of the Commission in advance).
- 5.3 A Trustee, other than head teachers of the Schools, may not be an employee of the Trust, but a Trustee or a connected person may enter into a contract with the Trust to supply goods or services in return for a payment or other material benefit if:
 - 5.3.1 the goods or services are actually required by the Trust;
 - 5.3.2 the nature and level of the benefit is no more than reasonable in relation to the value of the goods or services and is set at a meeting of the Trustees in accordance with the procedure in clause 5.4; and
 - 5.3.3 provided that the Trust may not enter into such a contract at any time when the effect of such contract would be that more than one third of the Trustees are or have been interested in such a contract in that financial year.
- 5.4 Whenever a Trustee has a personal interest in a matter to be discussed at a meeting of the Trustees or a committee, they must:
 - 5.4.1 declare an interest before the meeting or at the meeting before discussion begins on the matter;
 - 5.4.2 be absent from the meeting for that item unless expressly invited to remain in order to provide information;
 - 5.4.3 not be counted in the quorum for that part of the meeting; and
 - 5.4.4 be absent during the vote and have no vote on the matter.

6 **Limited Liability**

The liability of members is limited.

7 **Guarantee**

Every member promises, if the Trust is wound up while they remain a 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 member.

8 **Dissolution**

8.1 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:

8.1.1 by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects;

8.1.2 directly for the Objects or for charitable purposes which are within or similar to the Objects;

8.1.3 in such other manner consistent with charitable status as the Commission approve in writing in advance.

8.2 A final report and statement of account must be sent to the Commission.

9 **Interpretation**

9.1 Words and expressions defined in the **Articles** have the same meanings in the **Memorandum**.

9.2 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.

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 are approved by the Trustees; and

10.3.3 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.

10.4 The Trust will have the following constituencies of members:

10.4.1 a learners constituency, open to pupils currently registered at the Schools, or to any other person currently registered for the purposes of learning at the Schools;

- 10.4.2 a parents and carers constituency, open to any parent or registered carer of a pupil currently registered at the Schools;
 - 10.4.3 a staff constituency, open to any person employed by or whose normal place of work is at the Schools;
 - 10.4.4 a local community constituency, open to any person who lives or works within the traditional catchment area of any of the Schools and who, in the absolute discretion of the Trustees, has a legitimate interest in 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 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 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 14 clear days' written notice specifying the business to be discussed.
- 11.2 There is a quorum at a general meeting if the number of members or authorised representatives present is at least 4 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 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 Except at first, the Trust must hold an AGM in every year. The first AGM must be held within 18 months after the Trust's incorporation.
- 11.7 At an AGM the members:
 - 11.7.1 receive the accounts of the Trust for the previous financial year;
 - 11.7.2 receive the Trustees' report on the Trust's activities since the previous AGM;
 - 11.7.3 accept the retirement of those Trustees who wish to retire;
 - 11.7.4 elect Trustees to fill the vacancies arising;
 - 11.7.5 appoint auditors for the Trust (if the Trust's accounts are required to be audited); and
 - 11.7.6 may discuss and determine any issues of policy or deal with any other business put before them by the Trustees.
- 11.8 Any general meeting which is not an AGM is a GM.
- 11.9 A GM may be called at any time by the Trustees and must be called within 14 clear days on a written request from at least two 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 up to 4 of their number to the Forum ;
 - 12.1.2 a majority of the members of the Forum shall comprise elected representatives of the membership constituencies;
 - 12.1.3 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;
 - 12.1.4 each Partnership Organisation shall be entitled (but not obliged) to appoint a member of the Forum.
- 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;

- 12.2.3 they cease to be a member of the constituency which elected them;
 - 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 they are convicted of an imprisonable offence.
- 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 elections shall be held in accordance with rules to be determined by the Trustees;
 - 12.3.3 one third of the elected members of the Forum shall retire at the end of each year. Not less than one third of the first members of the Forum, to be chosen by lot, shall retire at the end of the first AGM; not less than one third of the first members of the Forum, to be chosen by lot, shall retire at the end of the second AGM; the remaining first members of the Forum shall retire at the end of the third AGM;
 - 12.3.4 casual vacancies arising amongst elected members of the Forum shall remain vacant unless the Trustees decide:
 - 12.3.4.1 that an election shall be held; or
 - 12.3.4.2 that the next highest polling candidate at the most recent election, who is willing to take office, shall do so.
- 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;
 - 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 at least three times each 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.

- 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 three, 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 1 Trustee appointed by each Partnership Organisation;
 - 13.4.2 4 Trustees appointed by the Forum from amongst their number (although a member of the Forum appointed by a Partnership Organisation may not be one of the Trustees appointed by the Forum);
 - 13.4.3 1 Trustee appointed by the Governing Body of each of the Schools; and
 - 13.4.4 the Headteacher of each of the Schools.
- 13.5 The first Trustees shall be those persons notified to Companies House as the first Trustees of the Trust.
- 13.6 Every Trustee must sign:
 - 13.6.1 a declaration of willingness to act as a Trustee of the Trust; and
 - 13.6.2 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.
- 13.7 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.

- 13.8 Any removal or appointment of a Trustee pursuant to Article 13.7 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.
- 13.9 The Trust may by ordinary resolution appoint any person who is willing to act as an additional Trustee provided:
- 13.9.1 he or she is recommended by not less than two thirds of the Trustees; and
 - 13.9.2 if appointed they would not be disqualified from acting under the next Article.

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.

- 13.10 In relation to terms of office for Trustees,
- 13.10.1 the normal term of office for a Trustee shall be five years, at the end of which a Trustee may stand for reappointment, if otherwise eligible;
 - 13.10.2 terms of office shall begin (or be deemed to begin) and end at the conclusion of the AGM each year.
 - 13.10.3 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 may must stand down for a year;
- 13.11 A Trustee's term of office automatically terminates if they:
- 13.11.1 are disqualified under the Charities Act from acting as a charity trustee;
 - 13.11.2 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;
 - 13.11.3 are incapable, whether mentally or physically, of managing their own affairs;
 - 13.11.4 are absent from three consecutive meetings of the Trustees and are asked by a majority of the other Trustees to resign;
 - 13.11.5 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 Partnership Organisation, that organisation ceases to be a Partnership Organisation;
 - 13.11.6 resign by written notice to the Trustees (but only if at least two Trustees will remain in office);
 - 13.11.7 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;

13.11.8 are a governor of one of the Schools and are removed from that office.

13.12 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.

13.13 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 two 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 all 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 Forum, if not themselves a Trustee, may attend meetings of the Trustees and may speak but not vote.

14.8 Members of the Forum who are members of the staff or learners constituencies may attend meetings of the Trustees and may speak but not vote.

14.9 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 the views of the Forum. 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 Forum 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 **Records and Accounts**

- 16.1 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:
 - 16.1.1 annual returns;
 - 16.1.2 annual reports; and
 - 16.1.3 annual statements of account.
- 16.2 The Trustees must keep proper records of:
 - 16.2.1 all proceedings at general meetings;
 - 16.2.2 all proceedings at meetings of the Trustees;
 - 16.2.3 all reports of committees; and
 - 16.2.4 all professional advice obtained.
- 16.3 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.
- 16.4 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.

17 **Notices**

- 17.1 Notices under the Articles may be sent by hand, by post or by suitable electronic means.
- 17.2 The only address at which a member is entitled to receive notices sent by post is an address shown in the register of members.
- 17.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:
 - 17.3.1 24 hours after being sent by electronic means or delivered by hand to the relevant address;
 - 17.3.2 two clear days after being sent by first class post to that address;
 - 17.3.3 three clear days after being sent by second class or overseas post to that address;

- 17.3.4 on the date of publication of a newspaper containing the notice;
- 17.3.5 on being handed to the member (or, in the case of a member organisation, its authorised representative) personally; or, if earlier,
- 17.3.6 as soon as the member acknowledges actual receipt.

17.4 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.

18 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 2006 or, in the case of an Auditor, to the extent permitted by sections 532 and 533 of the Companies Act 2006.

19 Interpretation

19.1 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 1993;

‘charity trustee’ has the meaning prescribed by section 97(1) of the Charities Act;

‘clear day’ means 24 hours from midnight following 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;

‘GM’ means a general meeting of the Trust;

'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 73F(2) Charities Act;

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

'member' and 'membership' refer to Trust 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 clause 3 of the Articles;

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

"Partnership Organisation" means organisations designated by the Trustees as partner organisations of the Trust;

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

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

'written' or 'in writing' refers to a legible document on paper [not] including a fax message;

'year' means calendar year.

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

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