

# ARTICLES OF ASSOCIATION

THE ACORN CO-OPERATIVE LEARNING ALLIANCE

Incorporated on [ September 1st ] 2014

**COMPANIES ACT 2006**  
**COMPANY LIMITED BY GUARANTEE**

**ARTICLES OF ASSOCIATION**  
**OF**  
**THE ACORN CO-OPERATIVE LEARNING ALLIANCE**

**1 Name**

The name of the Trust is The Acorn Co-operative Learning Alliance (“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.

**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 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; and
- 4.3 the Trust will be a member of 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 staff;
- 5.11 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);
- 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;
- 5.20 subject to Article 6, to employ paid or unpaid agents, staff or advisers;
- 5.21 to enter into contracts to provide services to or on behalf of other bodies;
- 5.22 to establish or acquire subsidiary companies to assist or act as agents for the Trust;
- 5.23 to pay the costs of forming the Trust; and
- 5.24 to do anything else within the law which promotes or helps to promote the Objects.

## 6 **Benefits to 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 members but:
- 6.1.1 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;
  - 6.1.2 members (including Trustees) may be paid interest at a reasonable rate on money lent to the Trust; and
  - 6.1.3 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 5.19 (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 Trust 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 the written approval of the Commission in advance).
- 6.3 A Trustee 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:
- 6.3.1 the goods or services are actually required by the Trust;
  - 6.3.2 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 Article 6.4; and
  - 6.3.3 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.
- 6.4 Whenever a Trustee has a personal interest in a matter to be discussed at a meeting of the Trustees or a committee, they must:
- 6.4.1 declare an interest before the meeting or at the meeting before discussion begins on the matter;
  - 6.4.2 be absent from the meeting for that item unless expressly invited to remain in order to provide information;
  - 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.

## 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 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.

## 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 **Interpretation**

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.

## 11 **Membership**

11.1 The Trust must maintain a register of members.

11.2 The subscribers to the Memorandum are the first members of the Trust.

11.3 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:

- 11.3.1 qualify for membership of one of the constituencies specified below;
- 11.3.2 are approved by the Trustees; and
- 11.3.3 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.

11.4 The Trust will have the following constituencies of members:

- 11.4.1 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;
  - 11.4.2 a parents and carers constituency, open to any parent or registered carer of a learner currently registered at any of the Schools;
  - 11.4.3 a staff constituency, open to any person employed by or whose normal place of work is at any of the Schools;
  - 11.4.4 a local community constituency, open to any person [who lives or works within [ ] miles of any of the Schools and,] in the absolute discretion of the Trustees, has a legitimate interest in any of the Schools; and
  - 11.4.5 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
- 11.5 In addition, the Trust ~~will~~ ~~may~~ have an Alumni constituency, open to anyone who was at any time a learner registered at any of the Schools.
- 11.6 In relation to constituencies:
- 11.6.1 no person may be a member of more than one constituency;
  - 11.6.2 a person eligible to be a member of the staff constituency may not be a member of any other constituency;
  - 11.6.3 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;
  - 11.6.4 the Trustees may sub-divide any of the constituencies into two or more constituencies, on such basis as they consider to be appropriate.
- 11.7 Membership of the Trust is terminated if the member concerned:
- 11.7.1 gives written notice of resignation to the Trust;
  - 11.7.2 dies or (in the case of an organisation) ceases to exist;
  - 11.7.3 ceases to be entitled to be a member under these Articles of Association; or
  - 11.7.4 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.
- 11.8 Membership of the Trust is not transferable.

## 12 General Meetings

- 12.1 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 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.
- 12.2 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 at least ~~5[-]~~ members ~~{or [-]}% of the Trust's total number of members, whichever is the [lower]}~~ representing not less than two-thirds of the constituencies.
- 12.3 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.
- 12.4 Except where otherwise provided by the Companies Act or the Education Acts, every issue is decided by a majority of the votes cast.
- 12.5 Every member present in person or through an authorised representative has one vote on each issue.
- 12.6 A written resolution signed by all those entitled to vote at a general meeting is as valid as a resolution actually passed at a general meeting. For this purpose the written resolution may be set out in more than one document and will be treated as passed on the date of the last signature.
- 12.7 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.
- 12.8 At an AGM the members:
- 12.8.1 receive the accounts of the Trust for the previous financial year;
  - 12.8.2 receive the Trustees' report on the Trust's activities since the previous AGM;
  - 12.8.3 accept the retirement of those Trustees who wish to retire;
  - 12.8.4 elect Trustees to fill the vacancies arising;
  - 12.8.5 elect members of the Forum;
  - 12.8.6 appoint auditors for the Trust (if the Trust's accounts are required to be audited); and
  - 12.8.7 may discuss and determine any issues of policy or deal with any other business put before them by the Trustees.
- 12.9 Any general meeting which is not specified as an AGM in the notice convening it is a general meeting.
- 12.10 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 ~~5[-]~~ members.

### 13 The Forum

- 13.1 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;
- 13.1.1 the members of each constituency shall elect one or more of their number to the Forum;
  - 13.1.2 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;
  - 13.1.3 a majority of the members of the Forum shall comprise elected representatives of the membership constituencies;
  - 13.1.4 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.
- 13.2 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:
- 13.2.1 they resign from office;
  - 13.2.2 they fail to attend three consecutive meetings of the Forum;
  - 13.2.3 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;
  - 13.2.4 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;
  - 13.2.5 are removed as, or disqualified from acting as, a charity trustee under the Charities Act or the Education Acts;
  - 13.2.6 are incapable, whether mentally or physically, of managing their own affairs; or
  - 13.2.7 are a governor of any of the Schools and are removed from that office.
- 13.3 In relation to members of the Forum:
- 13.3.1 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;
  - 13.3.2 matters such as:



13.3.2.1 any arrangements for retirement of members of the Forum by rotation; and

13.3.2.2 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.

13.4 The role of the Forum is:

13.4.1 to appoint and remove those Trustees who are appointed and removed by the Forum;

13.4.2 to make recommendations to the Trustees, including in relation to the role of the Trust in the community;

13.4.3 to perform such other functions as the Forum may be requested from time to time by the Trustees.

13.5 The procedures for the Forum shall be as follows.

13.5.1 The Forum shall meet not less than two times each academic year.

13.5.2 A quorum shall be half of the members of the Forum, and representatives from not less than half of the constituencies.

13.5.3 Each year, the Forum shall elect one of its number ~~[(who may not be a member of the staff constituency)]~~ 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.

13.5.4 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.

13.5.5 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.

13.5.6 The Forum may establish its own standing orders for meetings, and a code of conduct to be followed by all members of the Forum.

## 14 The Trustees

14.1 The Trustees as charity trustees have control of the Trust and its property and funds.

14.2 The number of Trustees shall not be less than two ~~[, but (unless otherwise determined by ordinary resolution) shall not be subject to any maximum].~~ but unless determined by ordinary resolution,

- 14.3 The appointment and removal of Trustees shall be subject to any restrictions imposed by the Education Acts.
- 14.4 There shall be the following Trustees:
- 14.4.1 2 Trustees appointed by each of the Schools;
  - 14.4.2 1 Trustee appointed by each organisation designated as a partner organisation under Article 13.1.4;
  - 14.4.3 ~~3~~ Trustees appointed by the Forum from amongst their number; and
  - 14.4.4 1 Trustee appointed by or with the approval of The Schools Co-operative Society.
- 14.5 Every Trustee must sign:
- 14.5.1 a declaration of willingness to act as a Trustee of the Trust; and
  - 14.5.2 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.
- 14.6 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.
- 14.7 Any removal or appointment of a Trustee pursuant to Article 14.6 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.
- 14.8 The Trust may by ordinary resolution appoint any person who is willing to act as an additional Trustee provided:
- 14.8.1 he or she is recommended by not less than two thirds of the Trustees; and
  - 14.8.2 if appointed they would not be disqualified from acting under Article 14.10.
- 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.
- 14.9 In relation to terms of office for Trustees,
- 14.9.1 subject to Article 20.3, the normal term of office for a Trustee shall be [five] years, at the end of which a Trustee shall retire and may stand for reappointment, if otherwise eligible;
  - 14.9.2 terms of office shall begin (or be deemed to begin) and end at the conclusion of the AGM each year.
  - 14.9.3 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.

- 14.10 A Trustee's term of office automatically terminates if they:
- 14.10.1 are disqualified under the Charities Act from acting as a charity trustee;
  - 14.10.2 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;
  - 14.10.3 are incapable, whether mentally or physically, of managing their own affairs;
  - 14.10.4 are absent from three consecutive meetings of the Trustees and are asked by a majority of the other Trustees to resign;
  - 14.10.5 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;
  - 14.10.6 resign by written notice to the Trustees (but only if at least two Trustees will remain in office);
  - 14.10.7 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;
  - 14.10.8 are a governor of any of the Schools and are removed from that office.
- 14.11 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.
- 14.12 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.

## 15 **Trustees' proceedings**

- 15.1 The Trustees must hold at least {two} meetings each year.
- 15.2 A quorum at a meeting of the Trustees is not less than half of the total number of Trustees, subject to a minimum of three Trustees.
- 15.3 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.
- 15.4 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.
- 15.5 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.

- 15.6 Except for the chair of the meeting, who has a casting vote, every Trustee has one vote on each issue.
- 15.7 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.
- 15.8 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

## 16 **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 object of the Trust in accordance with the spirit and intention of Articles 3 and 4 of these Articles and the Trust's obligations to promote community cohesion under the Education Acts (where applicable). The Trustees have the following powers in the administration of the Trust:

- 16.1 To appoint (and remove) any person (who may be a Trustee) to act as Secretary in accordance with the Companies Act.
- 16.2 Each year at the first meeting after the AGM to appoint a chair from among their number.
- 16.3 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.
- 16.4 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).
- 16.5 To establish procedures to assist the resolution of disputes or differences within the Trust.
- 16.6 To exercise any powers of the Trust which are not reserved to a general meeting.

## 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 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 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 member is entitled to receive notices sent by post is an address shown in the register of 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 act that the material is available on the website; or, if earlier,

18.3.7 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

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.

## 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 Forum and their means of appointment.
- 20.5 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.

## 21 Interpretation

21.1 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 13;

'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.

## 21.2 Expressions defined in the Companies Act have the same meaning.