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Company No. 08124820

ARTICLES OF ASSOCIATION

The Rowley Learning Trust

Incorporated on 29th June 2012

(Articles of Association adopted by Special Resolution dated 03/07/ 2017)

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COMPANIES ACT 2006

COMPANY LIMITED BY GUARANTEE WITHOUT SHARE CAPITAL

ARTICLES OF ASSOCIATION

OF

THE ROWLEY LEARNING TRUST

1 Name

The name of the Trust is The Rowley Learning Trust ("**the Trust**").

2 Registered Office

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

3 Objects

The Objects of the Trust are to advance the education of the 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 must (where applicable) have regard to its obligation to promote community cohesion under the Education Acts.

- 4** It is intended that the curriculum and ethos of the Schools will place an emphasis on, and include a commitment to students learning about, the Co-operative values of self-help, self responsibility, democracy, equality, equity, solidarity, honesty, openness, social responsibility and caring for others with the aim of encouraging all students to become better citizens, not only while they are students but during the rest of their lives.

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 any of 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 nominate one or more governors for appointment to the governing body of any other school;
- 5.7 to exercise its rights as the foundation of the Schools under the Education Acts;
- 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 Principal Regulator in advance).
- 6.3 A Trustee, other than the head teacher any 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:
 - 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 Principal Regulator approve in writing in advance.

9.2 A final report and statement of account must be sent to the Principal Regulator, as required.

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 pupils 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 carer of a pupil currently registered at any of the Schools with parental responsibility; and
 - 11.4.3 a staff constituency, open to any person employed by or whose normal place of work is at any of the Schools.
- 11.5 In relation to constituencies:
- 11.5.1 no person may be a member of more than one constituency;
 - 11.5.2 a person eligible to be a member of the staff constituency may not be a member of any other constituency;
 - 11.5.3 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; and
 - 11.5.4 the Trustees may sub-divide any of the constituencies into two or more constituencies, on such basis as they consider to be appropriate.
- 11.6 Membership is terminated if the member concerned:
- 11.6.1 gives written notice of resignation to the Trust;
 - 11.6.2 dies or (in the case of an organisation) ceases to exist;
 - 11.6.3 ceases to be entitled to be a member under these Articles of Association; or
 - 11.6.4 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.
- 11.7 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 business to be discussed.
- 12.2 There is a quorum at a general meeting if the number of members or authorised representatives present is at least 6 representing at least 2 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.
- The Trust must hold an AGM in every year.
- 12.7 At an AGM the members:
 - 12.7.1 receive the accounts of the Trust for the previous financial year;
 - 12.7.2 receive the Trustees' report on the Trust's activities since the previous AGM;
 - 12.7.3 appoint auditors for the Trust (if the Trust's accounts are required to be audited); and
 - 12.7.4 may discuss and determine any issues of policy or deal with any other business put before them by the Trustees.
- 12.8 Any general meeting which is not an AGM is a GM.
- 12.9 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.

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 taking account of any guidance issues by the Schools Co-operative Society (or any successor body).
- 13.2 The Trustees shall publish a written scheme for the Forum outlining how it will be set up and how it will operate.
- 13.3 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:
 - 13.3.1 they resign from office;
 - 13.3.2 they fail to attend three consecutive meetings of the Forum;
 - 13.3.3 they cease to qualify within the criteria upon which they were appointed or elected;
 - 13.3.4 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.
 - 13.3.5 they are convicted of an imprisonable offence.
- 13.4 In relation to members of the Forum:
 - 13.4.1 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 may be

required by the Trustees to stand down for a period of one calendar year (following which that member shall be eligible to represent the Forum once again);

13.4.2 elections and appointments to the Forum shall be in accordance with rules to be determined by the Trustees;

13.4.3 casual vacancies arising amongst elected members of the Forum shall remain vacant unless the Trustees decide that a process of election or appointment shall be held in accordance with the rules of the Forum established by the Trustees from time to time.

13.5 The role of the Forum is:

13.5.1 to appoint and remove that Trustee who is appointed and removed by the Forum;

13.5.2 to make recommendations to the Trustees;

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

The procedures for the Forum including the arrangements for meetings shall be determined from time to time by the Trustees.

13.6 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.

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 five and shall not be subject to any maximum.

14.3 The appointment and removal of Trustees shall be subject to any restrictions imposed by the Education Acts.

14.4 There may be the following Trustees:

14.4.1 1 Trustee appointed by each partnership organisation (should that particular partnership organisation wish to appoint a Trustee);

14.4.2 1 Trustee appointed by the Forum from amongst their number;

14.4.3 1 Trustee appointed by the Schools Co-operative Society Ltd (or its successor body).

14.4.4 the Head Teacher from time to time of each of the Schools; and

14.4.5 a representative from each of the Schools appointed from the respective School's Board of Governors and who shall not be a foundation governor.

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 be appointed as a Trustee and vote at any meeting of the Trustees.

- 14.6 Each partnership organisation 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 partnership organisation 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 partnership organisation 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 willing to act as an additional Trustee provided:
- 14.8.1 the appointment 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 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 after serving two consecutive terms of office (whether or not any such term was less than five full years), a Trustee (subject to Article 14.9.4) shall ordinarily (but shall not be obliged to) stand down for at least 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; and
- 14.9.4 where the Trustee is also a head teacher of a School, then he or she shall be entitled to remain a Trustee for so long as he or she holds the position of head teacher within that School.
- 14.10 A Trustee's term of office automatically terminates if they:
- 14.10.1 are removed as, or disqualified from acting as, a charity trustee under the Charities Act, Education Acts or are otherwise prohibited by law from being a charity trustee or a Trustee;

- 14.10.2 are incapable, whether mentally or physically, of managing their own affairs;
 - 14.10.3 are absent from three consecutive meetings of the Trustees and are asked by a majority of the other Trustees to resign;
 - 14.10.4 are a member appointed as a Trustee by the Forum and cease to be a member;
 - 14.10.5 are a person or body corporate appointed as a Trustee by a partnership organisation, and that organisation ceases to be a partnership 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; and
 - 14.10.9 are a head teacher of any of the Schools and cease to hold such position.
- 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 one meeting 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 two 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.

- 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 Annual General Meeting 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 Principal Regulator 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 member (or, in the case of a member organisation, its authorised representative) personally; or, if earlier,
 - 18.3.6 as soon as the member 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 Trust 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 Interpretation

- 20.1 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 117 of the Charities Act;

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

'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' has the meaning prescribed by the Charities Act;

'material benefit' means a benefit, direct or indirect, 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 Article 3 of the Articles;

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

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

'the Principal Regulator' means the Department of Education or such successor body as is appointed as principal regulator of the Trust, as an exempt charity;

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

'Trustee' means a director of the Trust and a charity trustee and 'Trustees' means the Trustees (but where a trustee is a body corporate 'Trustee' means where appropriate the named representative of the Trustee);

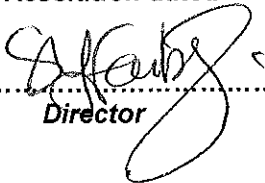
'written' or 'in writing' refers to a legible document on paper including a fax message;

'year' means calendar year.

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

20.3 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.

***I certify these Articles of Association as a true copy of the Articles of Association
adopted by the Company by Special Resolution dated 09/07/2017.***

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Director