

MORLEY COLLEGE LIMITED

a company limited by guarantee registered in England
and Wales no 2829836

ARTICLES OF ASSOCIATION

Adopted by Special Resolution dated 26 March 2018

TABLE OF CONTENTS

1	PRELIMINARIES	3
2	INTERPRETATION	3
3	NAME AND REGISTERED OFFICE.....	6
4	OBJECTS AND POWERS	6
5	CONFLICTS OF INTERESTS	9
6	INTERESTS OF GOVERNORS	10
7	MEMBERS AND WINDING UP	12
8	MEMBERS AND GOVERNORS	12
9	THE GOVERNING BODY	13
10	APPOINTMENTS AND OCCURRENCES OF VACANCIES	14
11	TERMS OF OFFICE OF GOVERNORS	14
12	PERSONS INELIGIBLE TO BE GOVERNORS	14
13	CESSATION OF GOVERNORSHIP.....	14
14	THE CHAIR AND THE VICE CHAIR	15
15	POWERS AND DUTIES OF THE GOVERNING BODY AND DELEGATION OF THE RESPONSIBILITIES OF THE GOVERNING BODY AND ESTABLISHMENT OF COMMITTEES	16
16	GENERAL MEETINGS	18
17	NOTICE OF GENERAL MEETINGS.....	18
18	PROCEEDINGS AT GENERAL MEETINGS	19
19	VOTES OF MEMBERS	21
20	MEETINGS OF THE GOVERNING BODY.....	21
21	NOTICE OF MEETINGS OF THE GOVERNING BODY	21
22	PROCEEDINGS AT MEETINGS OF THE GOVERNING BODY	22
23	VOTES OF GOVERNORS	23
24	INDEMNITY AND INSURANCE	23
25	APPOINTMENT AND RESPONSIBILITIES OF THE PRINCIPAL, DEPUTY PRINCIPAL AND VICE-PRINCIPAL	23
26	STUDENTS	24
27	CLERK TO THE GOVERNING BODY	24
28	MINUTES	24
29	PATRONS.....	24
30	SEAL	25
31	RULES OR BYE LAWS	25
32	GRIEVANCE, SUSPENSION AND DISCIPLINARY PROCEDURES	25
33	COPIES OF ARTICLES, RULES AND BYE LAWS	26
34	DOCUMENTS SENT IN ELECTRONIC FORM OR BY MEANS OF A WEBSITE	26
35	ALTERATIONS TO ARTICLES OF ASSOCIATION	26

The Companies Act 2006
Company limited by guarantee
and not having a Share Capital

ARTICLES OF ASSOCIATION
OF
MORLEY COLLEGE LIMITED

Adopted by Special Resolution dated 26 March 2018

1. PRELIMINARIES

The model articles of association for private companies limited by guarantee contained in Schedule 2 to The Companies (Model Articles) Regulations 2008 in force on the date when these Articles become binding on the Company ('Model Articles') apply to the Company except in so far as they are excluded or varied by these Articles.

2. INTERPRETATION

2.1 In these Articles, the Schedule hereto and in any by-laws or regulations made hereunder, unless the context otherwise requires, the following expressions have the following meanings:

'the Academic Year'	means 1st August to 31st July
'the Auditors'	means the auditors of the Company as defined in the Companies Act 2006
'the Chair'	means the Chair of the Governing Body or in his or her absence the Vice-Chair or in the absence of both Chair and Vice-Chair the person elected to fulfil the functions of the Chair except in Article 18 where 'Chair' means the Chair at a general meeting of the College
'the Clerk'	means the Clerk to the Governing Body
'clear days'	in relation to a period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect
'the College'	means the Company

'the Companies Act 1985'	means the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force
'the Companies Act 2006'	means the Companies Act 2006 (as amended from time to time)
'the Company'	means Morley College Limited registered in England & Wales under registration number 02829836
'Co-opted Governor'	is defined at Article 9.2.4
'Deputy Principal'	means a Deputy Principal of the College
'Director'	means a member of the Governing Body and a Governor of the College
'EFA'	means the Education Funding Agency
'the Governing Body'	means the Governing Body of the College appointed pursuant to the provisions of Article 9
'Governor'	means a member of the Governing Body and a Director of the College
'the holders of senior posts'	means the Principal and the holders of such other posts as the Governing Body may determine from time to time. 'Holder of a senior post' shall be construed accordingly
'Member'	when used without qualification means a person who has been admitted to membership in accordance with these Articles
'member of family'	means a parent, spouse, partner as recognised in law from time to time, brother, sister, child or partner's child
'the Memorandum of Association'	means the Memorandum of Association of the Company
'the Principal'	means the Principal and Chief Executive of the College appointed pursuant to the provisions of Article 25
'the Secretary'	means the secretary for the purposes of the Companies Act 2006 who shall also act as Clerk
'seal'	means the common seal of the College (if any)
'SFA'	means the Skills Funding Agency
'Staff Governor'	is defined at Article 9.2.2

'the Statutes'	means the Companies Acts as defined in section 2 of the Companies Act 2006 and every other statute, order, regulation, instrument or other subordinate legislation for the time being in force relating to companies and affecting the College
'Student'	means any person who is for the time being enrolled as such at the College and shall also include a person who has previously been enrolled as a student at the College but has been granted leave of absence for the purposes of study or travel or for carrying out the duties of any office held by him or her in any student representative body at the College
'Student Governor'	is defined at Article 9.2.3
'the United Kingdom'	means the United Kingdom of Great Britain and Northern Ireland
'the Vice-Chair'	means the Vice-Chair of the Governing Body
'Vice-Principal'	means a Vice-Principal of the College

- 2.2 Whilst in these Articles the word 'College' is used to mean 'Company' and 'Governors' is used to mean 'Directors' it is recognised that the College is an incorporated company limited by guarantee with charitable status subject to the terms of the Statutes and that the Governors are directors of a company and subject to all the responsibilities and obligations of a director under the Statutes. It is also recognised that the Governors are also charity trustees under charity law for as long as the Company maintains its charitable status.
- 2.3 Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, electronic communication, lithography, photography and other modes of representing or reproducing words in a visible form of whatsoever kind.
- 2.4 Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Companies Act 2006 or any statutory modification of the Companies Act 2006 in force at the date at which these Articles become binding on the College.
- 2.5 All words importing the singular number shall include the plural and vice versa and words denoting any gender shall include all genders.
- 2.6 Words importing the masculine gender only shall include the feminine gender and the neuter (as appropriate).
- 2.7 References to any Statute or statutory provision include, unless the context otherwise requires, a reference to that Statute or statutory provision as modified, replaced, re-enacted or consolidated and in force from time to time and any subordinate legislation made under the relevant Statute or statutory provision.
- 2.8 References to a person include a natural person, body corporate or unincorporated body, association, organisation, society, agency, office or department (whether or not having a separate legal personality) and any successor body/bodies.

2.9 Where the word 'address' appears in these Articles it is deemed to include postal address and, where applicable, electronic address.

3. **NAME AND REGISTERED OFFICE**

3.1 The name of the Company is Morley College Limited ('the College').

3.2 The registered office of the College will be situated in England.

4. **OBJECTS AND POWERS**

4.1 The objects for which the College is established (the '**Objects**') are to advance for the public benefit education by the provision to persons ('**Students**') of courses and such other educational and other facilities as shall be determined by the Governing Body of the College to meet the needs of its Students.

4.2 In furtherance of the **Objects** but not further or otherwise the College shall have the following powers (the '**Powers**'):

4.2.1 To do anything which is calculated to further its **Objects** or is conducive or incidental to doing so.

4.2.2 To maintain and develop the College at 61 Westminster Bridge Road, London, SE1 7HT (or such other locations as the Governing Body of the College may decide) for the education of its Students.

4.2.3 To provide educational facilities and services to its Students for the public benefit.

4.2.4 To provide, without discrimination on any grounds (including for instance but without limitation on the grounds of gender, ethnic origin, age, disability, race, religion or belief, sex, sexual orientation, gender reassignment, marriage or civil partnership, pregnancy or maternity) such facilities for the recreational needs and general welfare of Students as shall be determined by the Governing Body.

4.2.5 To provide and assist in the provision of facilities for recreation and other leisure time occupation which will improve the Students' conditions of life and well-being to include provision of catering and refreshment facilities with or without charge.

4.2.6 To accept subscriptions, donations (whether of real or personal estate), devises, bequests and grants for any of the **Objects**.

4.2.7 To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges and to construct and alter any buildings or erections which the Governing Body of the College may think necessary for the promotion of its **Objects**.

4.2.8 To sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the College with a view to the furtherance of its **Objects**.

4.2.9 Subject to such consents as may be required by law to acquire, sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the College to borrow or raise or secure the payment of money for the furtherance of the **Objects** in such manner and on such security as the Governing Body may think fit.

4.2.10 To borrow and raise money in such manner and on such security as the Governing Body may think fit.

- 4.2.11 To raise funds and to invite and receive contributions from any person or persons whatsoever by way of subscription, donation or otherwise and whether subject to terms and conditions specified by the relevant contributor or not, provided that this shall be without prejudice to the ability of the College to disclaim any gift in whole or in part in such circumstances as the Governing Body may think fit and to undertake such trading activities as the Governing Body thinks fit to further the Objects and which in the view of the Governing Body do not involve significant risk to the solvency of the College, its assets, property, estate, charitable status and educational mission.
- 4.2.12 To purchase and maintain, for the benefit of any Governor or officer of the College, indemnity insurance to cover their liability:
- 4.2.12.1 which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust, or breach of duty of which they may be guilty in relation to the College; and/or
- 4.2.12.2 to make contributions to the assets of the College in accordance with the provisions of section 214 of the Insolvency Act 1986;
- save that any such insurance in the case of Clause 4.2.12.1 shall not extend to any liability of a Governor:
- 4.2.12.3 resulting from conduct which the Governor knew, or must be assumed to have known, was not in the best interests of the College, or where the Governor did not care whether such conduct was in the best interests of the College or not;
- 4.2.12.4 to pay the costs of unsuccessfully defending criminal prosecutions for offences arising out of fraud or dishonesty or wilful or reckless misconduct;
- 4.2.12.5 to pay a fine; or
- 4.2.12.6 to make such a contribution where the basis of the Governor's liability is his or her knowledge prior to the insolvent liquidation of the College (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the College would avoid going into insolvent liquidation.
- 4.2.13 Subject to the provisions of, and to the extent permitted by sections 232 to 234 of the Companies Act 2006, to indemnify every current or former Governor or other officer of the College against any liability incurred in that capacity.
- 4.2.14 To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants and other negotiable, transferable, or mercantile instruments.
- 4.2.15 To offer prizes and awards to Students and former Students and otherwise to encourage and assist Students and former Students.
- 4.2.16 To invest the monies of the College not immediately required for the furtherance of its Objects in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law.
- 4.2.17 Subject to Article 6, to engage, employ and pay such teachers, administrators, architects, surveyors, solicitors, accountants and other

professional persons, workmen, clerks and other staff as the Governing Body of the College considers necessary. The College may employ or remunerate a Governor only to the extent that it is permitted to do so by Article 6 and provided that it complies with the conditions in that article.

- 4.2.18 To make all reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees and their widows and other dependants.
- 4.2.19 To establish and support or aid the establishment and support of any charitable trusts, associations, or institutions and to subscribe or guarantee money for charitable purposes in any way connected with or calculated to further any of the Objects.
- 4.2.20 To act as trustee or manager of any property, endowment, legacy, bequest or gift for charitable educational purposes only.
- 4.2.21 To establish, to subscribe for either absolutely or conditionally or otherwise acquire and hold shares, stocks, debentures, debenture stock or other securities or obligations of any other company; to become a member of, or amalgamate or co-operate or promote any other company having objects similar, wholly or partially, to those of the College, or the promotion of which shall be in any manner calculated to advance directly or indirectly the Objects.
- 4.2.22 To establish subsidiary undertakings, companies and trusts, and to accept appointment as trustee, and to enter into joint ventures and partnerships, to subscribe, underwrite, purchase or otherwise acquire, and to hold, dispose of and deal with, any shares or other securities in subsidiary undertakings of the College, joint ventures or partnerships or other companies for any purpose which may directly or indirectly further all or any of the Objects.
- 4.2.23 To give indemnity for, or to guarantee, support or secure whether by personal covenant or by any such mortgage, charge, or lien, or by all such methods, the performance of all or any of the obligations (including the repayment or payment of the principal and premium of, and interest on, any securities) undertaken on behalf of the College or by any of the College's subsidiary undertakings, joint ventures, partnerships and other companies, organisations and associations whether incorporated or not for any purpose which may directly or indirectly further all or any of the Objects and Powers.
- 4.2.24 To delegate the management of investments to a financial expert but only on terms that the investment policy is set down in writing for the financial expert by the Governing Body; that the performance of the investments is reviewed regularly with the Governing Body; that the Governing Body shall be entitled to cancel the delegation arrangement at any time; that the investment policy and the delegation arrangement are reviewed at least once a year; that 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 Governing Body on receipt; and that the financial expert must not do anything outside the Powers of the College.
- 4.2.25 To arrange for investments or other property of the College to be held in the name of a nominee (being a corporate body registered or having an established place of business in the United Kingdom) under the control of the Governing Body or of a financial expert acting under their instructions and to pay any reasonable fee required.
- 4.2.26 To enter into arrangements with any body of persons whether corporate or unincorporated formed for all or any of the Objects of the College or for any purpose analogous thereto with a view to the promotion of the Objects and to contribute to or receive contributions from the funds of any such body upon

such terms and conditions as the Governing Body may think proper, subject nevertheless to the provisions of these Articles.

4.2.27 To enter into any arrangements with any government or authority (supreme, municipal, local, or otherwise) that may to the Governing Body seem conducive to the attainment of the Objects or any of them, and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions which the Governing Body may think desirable and to carry out, exercise, and comply with any such charters, decrees, rights, privileges and concessions.

4.2.28 To obtain any act of Parliament or other order or authority which will assist the College to carry its Objects into effect or to promote support or oppose legislative or other measures or proceedings or to petition the Crown, Parliament or other public persons or bodies in the United Kingdom in respect of any matter affecting the interests or Objects of the College.

4.2.29 To do all such other lawful things as are incidental or necessary to the attainment of the Objects or any of them,

provided that:

4.2.29.1 In case the College shall take or hold any property which may be subject to any trusts, the College shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts.

4.2.29.2 None of the Objects or Powers shall be restrictively construed but the widest interpretation shall be given to each such Object or Power, and none of such Objects or Powers shall, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other Objects or Powers or by inference from the name of the College.

4.2.29.3 None of the Objects herein specified shall be deemed subsidiary or ancillary to any of the other Objects specified, and the College shall have full power to exercise each and every one of the Objects.

4.2.29.4 The College shall not do anything which would be incompatible with any conditions attached to any grant paid to it from public funds.

5. **CONFLICTS OF INTERESTS**

5.1 A Governor must declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the College or in any transaction or arrangement entered into by the College which has not previously been declared. A Governor must absent himself or herself from any discussions of the Governors in which it is possible that a conflict will arise between his or her duty to act solely in the interests of the College and any personal interest (including but not limited to any pecuniary or other personal interest in any matter under discussion or any such interest of a member of the Governor's family).

5.2 If a conflict of interests arises for a Governor because of a duty of loyalty owed to another organisation or person and the conflict is not authorised by virtue of any other provision in the Articles, the unconflicted Governors may authorise such a conflict of interests where the following conditions apply:

- 5.2.1 the conflicted Governor is absent from the part of the meeting at which there is discussion of any arrangement or transaction affecting that other organisation or person;
- 5.2.2 the conflicted Governor does not vote on any such matter and is not to be counted when considering whether a quorum of Governors is present at the meeting; and
- 5.2.3 the unconflicted Governors consider that it is in the interests of the College to authorise the conflict of interest in the circumstances applying.

In this Article a conflict of interests arising because of a duty of loyalty owed to another organisation or person only refers to such a conflict which does not involve a direct or indirect benefit of any nature to a Governor or to a connected person.

For the purposes of this Article 5, no one shall be treated as having an interest in a matter by reason only of his being a member of staff or a Student if his or her interest is no greater than that of the members of the staff or Students, as the case may be, in general.

- 5.3 Unless invited by the Chair to remain:
 - 5.3.1 Staff Governors and Student Governors shall withdraw when the affairs of named or identifiable current or prospective or former members of staff of the College are being discussed; and
 - 5.3.2 Student Governors shall withdraw when the affairs of named or identifiable current or prospective or former Students are being discussed.
- 5.4 There shall be a register of Governors' interests maintained by the Clerk. The Governing Body shall make procedures for the declaration of interests from time to time.

6. **INTERESTS OF GOVERNORS**

- 6.1 The income and property of the College shall be applied solely towards the promotion of its Objects and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to Members of the College, and no Governor shall be appointed to any office of the College paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the College PROVIDED THAT nothing herein shall prevent any payment by the College in the best interests of the College if the Governors follow the procedure and observe the conditions set out in Article 6.2 and if one of the following conditions applies:
 - 6.1.1 the Governors obtain the prior written approval of the Charity Commission;
 - 6.1.2 the payment is of reasonable and proper remuneration to any Governor for any services rendered to the College;
 - 6.1.3 the payment is of interest on money lent by any Governor at a reasonable and proper rate per annum not exceeding two per cent less than the published base lending rate of a clearing bank to be selected by the Governing Body;
 - 6.1.4 the payment is of reasonable and proper rent for premises demised or let by any member of the College or of its Governors;
 - 6.1.5 the payment is of fees, remuneration or other benefit in money or money's worth to any company of which a Governor may also be a member holding not more than 1% (one per cent) of the capital of that company;
 - 6.1.6 the payment is to any Governor of reasonable out-of-pocket expenses;

- 6.1.7 the payment is to any Governor in his or her capacity of a beneficiary of the College;
 - 6.1.8 the payment is to a Governor under a contract for the supply of goods or services to the College, other than for acting as a Governor; or
 - 6.1.9 the payment is of a premium in respect of any indemnity insurance to cover the liability of a Governor which by virtue of any rule of law would otherwise attach to him or her in respect of any negligence, default, breach of trust or breach of duty of which he or she might be guilty in relation to the College: provided that any such insurance shall not extend to any claim arising from liability resulting from conduct which the Governor knew, or must be assumed to have known, was not in the best interests of the College, or where the Governor did not care whether such conduct was in the best interests of the College or not and provided also that any such insurance shall not extend to any claim arising from liability for the costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud or dishonesty or wilful or reckless misconduct of the Governor.
- 6.2 The College and its Governors may only rely upon the authority provided by Article 6.1 if each of the following conditions is satisfied:
- 6.2.1 the remuneration or other sums paid to the Governor do not exceed an amount that is reasonable in all the circumstances;
 - 6.2.2 the Governor is absent from the part of any meeting at which there is discussion of:
 - 6.2.2.1 his or her employment or remuneration, or any matter concerning the contract; or
 - 6.2.2.2 his or her performance in the employment, or his or her performance of the contract; or
 - 6.2.2.3 any proposal to enter into any other contract or arrangement with him or her or to confer any benefit upon him or her that would be permitted under Article 6.3; or
 - 6.2.2.4 any other matter relating to a payment or the conferring of any benefit permitted by Article 6.3;
 - 6.2.3 the Governor does not vote on any such matter and is not to be counted when calculating whether a quorum of Governors is present at the meeting;
 - 6.2.4 the other Governors are satisfied that it is in the interests of the College to employ or to contract with that Governor rather than with someone who is not a Governor. In reaching that decision the Governors must balance the advantage of employing or contracting with a Governor against the disadvantages of doing so (especially where dealing with the Governor's conflict of interest might result in the loss of the Governor's services);
 - 6.2.5 the reason for their decision is recorded by the Governors in the minute book; and
 - 6.2.6 a majority of the Governors then in office have received no such payments.
- 6.3 The employment or remuneration of a Governor includes the engagement or remuneration of any firm or company in which the Governor is:
- 6.3.1 a partner;

- 6.3.2 an employee;
- 6.3.3 a consultant;
- 6.3.4 a director; or
- 6.3.5 a shareholder, unless the shares of the company are listed on a recognised stock exchange and the Governor holds less than 1% of the issued capital.

7. **MEMBERS AND WINDING UP**

- 7.1 The liability of the Members of the College is limited.
- 7.2 Every Member of the College undertakes to contribute such amount as may be required (not exceeding one pound sterling) to the College's assets if it should be wound up while he or she is a Member or within one year after he or she ceases to be a Member, for payment of the Company's debts and liabilities contracted before he or she ceases to be a Member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.
- 7.3 If upon the winding-up or dissolution of the College there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the Members of the College, but shall be given or transferred to some other charitable institution or institutions having objects similar to the Objects of the College and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the College under or by virtue of Article 7, such institution or institutions to be determined by the Members of the College at or before the time of dissolution, and in so far as effect cannot be given to such provision, then to some other educational charitable object approved in writing by the Charity Commission.

8. **MEMBERS AND GOVERNORS**

- 8.1 Such persons admitted to membership in accordance with these Articles and being Governors shall be Members of the College.
- 8.2 Any person who is for the time being a Governor shall *ipso facto* be a Member of the College and vice versa. Such person shall have the rights and be subject to the obligations provided for by all the law and regulations which apply from time to time to a director of a company incorporated in the United Kingdom.
- 8.3 Any person who is for the time being a Governor shall *ipso facto* be a Director of the College.
- 8.4 Any Member who ceases to be a Governor shall *ipso facto* cease to be a Member of the College and vice versa.
- 8.5 Any Member who ceases to be a Governor shall *ipso facto* cease to be a Director of the College and vice versa.
- 8.6 The names of Members shall be entered in the register of Members.
- 8.7 Membership shall not be transferable and shall cease on death, bankruptcy or insanity.
- 8.8 No person shall be admitted as a Member unless he or she is approved by the Governing Body. Every person who wishes to become a Governor shall deliver to the College an application for membership in such form as the Governing Body may require from time to time signed by him or her.

9. THE GOVERNING BODY

- 9.1 The College and the property and affairs thereof shall be under the control and management of the Governing Body. The Governing Body shall maintain and develop the College in accordance with any relevant statutory provisions and any statutory amendment or re-enactment thereof for the time being in force, and any relevant orders or regulations made thereunder and in accordance with these Articles, and may exercise all the powers of the College, whatsoever, save only such powers as under these Articles or under the Statutes are required to be exercised by the College in general meeting, and in particular but without restriction on the generality of the foregoing shall be responsible for:
- 9.1.1 the determination of the corporate strategy, educational character and mission of the College and the oversight of its activities;
 - 9.1.2 the effective and efficient use of resources, the solvency of the College and the safeguarding of its assets;
 - 9.1.3 the appointment, grading, supervision, dismissal and determination of the pay and conditions of service of the holders of senior posts and the Clerk (including, where the Clerk is, or is to be appointed as, a member of staff, his or her appointment, grading, supervision, dismissal and determination of pay in his or her capacity as member of staff);
 - 9.1.4 setting a framework for the pay and conditions of service of all other staff;
 - 9.1.5 approving the financial strategy of the College;
 - 9.1.6 being the principal financial and business authority of the College, ensuring that proper books of account are kept and approving the annual budget and audited financial statements;
 - 9.1.7 examining and evaluating (or arranging for the examination and evaluation of) the College's systems of internal financial control;
 - 9.1.8 setting the policy by which tuition and other fees payable to the College are determined (subject to any terms and conditions attached to grants, loans or other payments paid or made by the EFA or SFA); and
 - 9.1.9 appointing the Auditors and determining their remuneration.
- 9.2 The Governing Body shall comprise not fewer than ten and not more than twenty four Governors who appear to have the necessary skills to ensure that the Governing Body carries out its functions under Article 9.1 of these Articles of Association, including:
- 9.2.1 the Principal ;
 - 9.2.2 at least one and not more than two members who are members of the College's staff and have a contract of employment with the College ('**Staff Governors**');
 - 9.2.3 at least one and not more than two members who are Students at the College ('**Student Governors**'); and
 - 9.2.4 up to three persons with specific experience such as the College may need from time to time co-opted by the Governing Body to serve for a period of one year ('**Co-opted Governors**').
- 9.3 Subject to Articles 9.2, 22.2 and 22.3, the Governing Body may continue to act, notwithstanding that there may exist any vacancy. If the number falls below ten and/or it is not possible to convene a meeting of the Governing Body in circumstances where the quorum provided by Article 22.3 shall exist, the Governing Body may act only

for the purpose of convening a meeting of the Members of the College and appointing Governors pursuant to the provisions hereof.

10. APPOINTMENTS AND OCCURRENCES OF VACANCIES

10.1 Upon the occurrence of a vacancy or expected vacancy amongst the Governors, the Governing Body shall consider the appointment or co-option of a new Governor or Governors in accordance with the provisions of these Articles and any relevant regulations.

10.2 Subject to the approval of the Governing Body, a member of staff may be required to act as Principal and Chief Executive or in any other senior post in the event of a vacancy or the temporary absence of the holder of that senior post, and shall have all the duties and responsibilities of the Principal or the holder of that other senior post (as the case may be) during the period of the vacancy or temporary absence. Accordingly, any reference in these Articles to the Principal or to the holder of a senior post shall include a person acting as Principal or holder of a senior post in accordance with this Article.

11. TERMS OF OFFICE OF GOVERNORS

11.1 Co-opted Governors shall be appointed to serve for a term of office not exceeding one year.

11.2 Student Governors shall be appointed to serve for a term of office not exceeding two years.

11.3 The Principal shall be appointed to serve as a Governor for so long as he or she holds that office and shall cease to be a member of the Governing Body upon ceasing to be Principal.

11.4 All other Governors shall be appointed to serve for a term of office not exceeding four years.

11.5 A Governor retiring at the end of his or her term of office shall be eligible for reappointment, provided that no Governor shall be re-appointed for a term of office ending after the eighth anniversary (or, if the Governor is a Student Governor, the fourth anniversary) of his or her initial appointment.

11.6 Notwithstanding Article 11.5, a Governor who has been elected as Chair or Vice-chair may be re-appointed for a further term or terms of office ending after the eighth anniversary but not later than the twelfth anniversary of his or her initial appointment, provided that any such appointment will terminate if at any time after the eighth anniversary of his or her initial appointment the Governor ceases to hold office as either Chair or Vice-chair.

12. PERSONS INELIGIBLE TO BE GOVERNORS

12.1 A person who is or becomes ineligible to serve as a charity trustee shall be ineligible to become or to continue as a Governor.

12.2 A person who is or becomes a member of staff of the College shall be ineligible to be appointed or to continue as a Governor unless appointed as a staff member or as the Principal.

12.3 The Clerk shall be ineligible to be a Governor.

12.4 Upon a Governor becoming disqualified from continuing to hold office by virtue of this Article 12, he or she shall forthwith give notice of the fact to the Clerk.

13. CESSATION OF GOVERNORSHIP

13.1 A Governor may at any time by notice in writing to the Clerk resign his or her office.

- 13.2 If at any time the Governing Body is satisfied that any Governor:
- 13.2.1 is absent from three consecutive meetings of the Governing Body unless the reason for his or her absence is approved by the Governing Body;
 - 13.2.2 has ceased to be a Member;
 - 13.2.3 is incapacitated by physical or mental illness or is otherwise unfit to discharge the functions, duties and responsibilities of a Governor;
 - 13.2.4 has been guilty of any fraud or dishonesty or acted in any manner which, in the opinion of the Governing Body, brings or is likely to bring the College into disrepute or is materially adverse to the College's interests; or
 - 13.2.5 has breached the code of conduct applying to members of the Governing Body from time to time;

the Governing Body may resolve to remove that Governor from office and upon the Governing Body giving him or her notice in writing the office shall become vacant.

- 13.3 A Student Governor who has been appointed on the nomination of a student representative body under the terms of a constitution approved by the Governing Body under Article 26.2 shall cease to be a Governor if that nominating body by notice in writing requests his or her removal from that office.
- 13.4 Any Governor who is a Governor by virtue of being a member of the staff (including the Principal) or a Student of the College shall cease to be a Governor if he or she ceases to be a member of the staff or a Student of the College.

14. **THE CHAIR AND THE VICE CHAIR**

- 14.1 The Governors shall appoint a Chair and a Vice-Chair from amongst their number. Any Governor appointed as Principal or as a Staff Governor or Student Governor shall not be eligible to be appointed Chair or Vice-Chair.
- 14.2 The terms of office of the Chair and Vice-Chair shall be four years or such shorter period as may be determined by the Governing Body, subject to Article 11.6 and Article 14.6.
- 14.3 The Chair and Vice-Chair may at any time by notice in writing to the Clerk resign their offices.
- 14.4 If at any time the Governing Body is satisfied that the Chair or Vice-Chair is unable or unfit to discharge the functions of Chair or Vice-Chair (as the case may be) the Governing Body may by notice in writing to the Chair or Vice-Chair remove either or both of them from office and thereupon the office(s) shall be vacant. Such removal in itself shall not affect membership or office as Governor of that person(s). The Governors shall then appoint a replacement Chair or Vice-Chair (as the case may be) from amongst their number in accordance with the provisions of Articles 14.1 and 14.5. For the avoidance of doubt, nothing in this Article will automatically remove either or both of them from the Governing Body unless a resolution has been passed and notice given in accordance with Article 13.2.
- 14.5 At the last meeting before the expiry of the term of office of the Chair or Vice-Chair, or following the resignation or removal from office of the Chair or Vice-Chair or upon the Chair or Vice-Chair ceasing to be a Governor, the Governors shall appoint a new Chair or Vice-Chair (as the case may be) from amongst their number.
- 14.6 The Chair and Vice-Chair retiring at the end of their respective terms of office shall be eligible for reappointment, subject to Article 14.2, provided that neither the Chair or Vice-Chair shall hold that office for a period of more than eight consecutive years.

15. **POWERS AND DUTIES OF THE GOVERNING BODY AND DELEGATION OF THE RESPONSIBILITIES OF THE GOVERNING BODY AND ESTABLISHMENT OF COMMITTEES**

Powers and Duties

- 15.1 The Governing Body and the property and affairs thereof shall be governed in accordance with the provisions of Article 9.1 and in accordance with a code of conduct approved from time to time by the Governing Body. It shall review its effectiveness on a regular basis.
- 15.2 Without restriction to the generality of Article 9.1, the Governing Body shall have the following powers, namely:
- 15.2.1 power to make such arrangements as the Governing Body shall deem necessary to establish and maintain machinery for consultation with other educational establishments, local communities in the areas served by the College, communities of interest in the curriculum areas of the College and representatives of fields of employment relevant to the work of the College;
 - 15.2.2 power to provide, maintain and regulate the building, premises, furniture and equipment and all other means required for carrying on the work of the College including appropriate amenities for Students and staff;
 - 15.2.3 power to acquire or dispose of any property real or personal on behalf of the College in any manner authorised by the Memorandum of Association;
 - 15.2.4 power to comply with any legal and/or regulatory requirements, and power to exercise all the powers of the College to borrow money and to mortgage or charge its undertaking and property or any part thereof;
 - 15.2.5 power to enter into, vary, carry out and cancel contracts on behalf of the College;
 - 15.2.6 power to administer all property, securities and monies held by the College and to carry out, administer and execute any trust or discretion undertaken by the College;
 - 15.2.7 power to apply for funding in furtherance of the Objects;
 - 15.2.8 power to incur expenditure within the limits of the total resources available to the College;
 - 15.2.9 power to appoint staff and to prescribe conditions of service and remuneration and to issue contracts of employment;
 - 15.2.10 power to suspend or terminate the employment of any employee of the College provided that such power shall be exercised subject to regulations made under these Articles relating thereto and for the time being in force and to conditions of service applicable to such employee from time to time approved by the Governing Body;
 - 15.2.11 power subject to regulations made under these Articles for the time being in force to suspend or exclude a Student from a course of study or refuse re-admission to any Student of the College whether on academic or other grounds;
 - 15.2.12 power to make and from time to time to repeal or amend byelaws or regulations for the management and conduct of the College and the affairs thereof and as to the conduct and duties of any officers and staff of the College and as to the conduct of business by the Governing Body or any committee, including procedures as to the appointment of Governors, and

generally as to any of the matters or things within the powers or under control of the Governing Body;

- 15.2.13 power to make and from time to time repeal or amend byelaws, regulations and policy statements as to the selection, appointment, promotion, discipline, suspension and dismissal of the staff of the College and complaint and grievance procedures relating thereto;
- 15.2.14 power to make and from time to time repeal or amend byelaws, regulations and policy statements as to the participation of and consultation with Students, and the admission, conduct, suspension and exclusion of Students of the College and complaint and grievance procedures relating thereto;
- 15.2.15 power to make and from time to time repeal or amend byelaws, regulations and policy statements as to the election of members of the staff and Students to the Governing Body; and
- 15.2.16 Power generally to do all things that are expedient for the due conduct of the affairs both academic and administrative of the College not herein otherwise provided for.

Academic Freedom

- 15.3 In making byelaws or regulations as to the conduct and duties of staff under Article 15.2.12, the Governing Body shall have regard to the need to ensure that academic staff at the College have the freedom within the law and subject to any statutory obligations placed on the College to question and test received wisdom, and to put forward new ideas and controversial or unpopular opinions, without placing themselves in jeopardy of losing their jobs or any privileges which they may enjoy at the College.

Delegation and Establishment of Committees

- 15.4 The Governing Body may delegate, as it thinks fit, any of its responsibilities to the Principal or the Chair.
- 15.5 The Governing Body may establish a committee to determine or advise the Governing Body on such financial matters as the Governing Body may remit to it provided always that the members of any such committee with delegated powers to determine financial matters shall include the Principal.
- 15.6 The Governing Body may establish committees and/or sub-committees and delegate any of its powers to any such committees upon such terms and conditions as the Governing Body sees fit other than those delegated to the Principal provided always that all acts and proceedings of any such committee shall be reported to the Governing Body as soon as reasonably possible. A committee established by the Governing Body (other than a committee established to consider the case for dismissal of the holder of a senior post or an appeal against such dismissal) may include persons who are not Members or Governors.
- 15.7 Notwithstanding Articles 15.4, 15.5 and 15.6, the Governing Body shall not delegate any of the following matters:
 - 15.7.1 the determination of the educational character and mission of the College;
 - 15.7.2 the approval of the annual estimates of income and expenditure;
 - 15.7.3 the responsibility for ensuring the solvency of the College and for safeguarding its assets;
 - 15.7.4 the appointment of the Principal;

- 15.7.5 the appointment of the Clerk, (including, where the Clerk is, or is to be, appointed as a member of staff, the Clerk's appointment in the capacity of a member of staff);
 - 15.7.6 the modification or revocation of these Articles;
 - 15.7.7 the making, amendment or repeal of or addition to any bye-laws, regulations and policy statements which are the non-delegable responsibility of the Governing Body under these Articles;
 - 15.7.8 the appointment of the Auditors; or
 - 15.7.9 the determination of the appointment of any Governor.
- 15.8 Notwithstanding Articles 15.4, 15.5 and 15.6, the Governing Body shall not delegate any of the following matters:
- 15.8.1 the appointment of the holder of a senior post (other than the post of Principal or Clerk);
 - 15.8.2 the consideration of the case for dismissal of the Principal, the Clerk or the holder of a senior post; or
 - 15.8.3 the power to determine an appeal in connection with the dismissal of the Principal, the Clerk or the holder of a senior post
- other than to a committee of members of the Governing Body.
- 15.9 The Governing Body shall make rules specifying the way in which a committee having functions under Article 15.8 shall be established and conducted.

16. GENERAL MEETINGS

- 16.1 The College may in each year hold a general meeting as its annual general meeting in addition to any other general meetings in that year, and shall specify the meeting as such in the notices calling it. Any annual general meeting shall be held at such time and place, as the Governing Body shall appoint.
- 16.2 All general meetings other than annual general meetings shall be extraordinary general meetings. The Governing Body may convene an extraordinary general meeting at any time. Extraordinary general meetings shall also be convened on such requisition or, in default, may be convened by such requisitionists as is provided for by the Statutes.
- 16.3 The Governing Body shall lay before the annual general meeting (if held) of the College in each year copies of an income and expenditure account of the College for the year ending on the previous 31 July and a balance sheet as at that date. Such account and balance sheet shall be accompanied by a report of the Governing Body as to the state of affairs of the College and a report of the Auditors and the accounts, balance sheet and reports shall comply with the provision of the Statutes. A copy of the accounts and the balance sheet together with copies of the said reports shall be sent, not less than twenty-one clear days before the date of the meeting before which the said accounts and reports are to be laid, to all persons entitled to receive notices of general meetings of the College.

17. NOTICE OF GENERAL MEETINGS

- 17.1 An annual general meeting and extraordinary general meeting called for the passing of a special resolution shall be called with at least twenty-one clear days' notice. All other extraordinary general meetings shall be called by at least fourteen clear days' notice but may be called by shorter notice if it is so agreed:

17.1.1 in the case of an annual general meeting, by all the Members entitled to attend and vote thereat; and

17.1.2 in the case of any extraordinary general meeting by a majority together representing not less than ninety-five per cent of the total voting rights of all the Members;

provided that a meeting called by shorter notice shall not include as business the winding up of the College, or the removal from office of a Member or of the Principal.

17.2 The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an annual general meeting, shall specify the meeting as such.

17.3 The notice shall be given to all the Members and to the Auditors.

17.4 The notice shall be in writing, given personally or in accordance with section 308 of the Companies Act 2006, that is in hard copy form, in electronic form or by means of a website.

17.5 The notice may be given to a Member by sending it by post in a prepaid envelope addressed to a Member at his or her registered address or by leaving it at that address. A Member whose registered address is not within the United Kingdom and who gives to the College an address within the United Kingdom at which notices may be given to him or her shall be entitled to have notices given to him or her at that address, but otherwise no such Member shall be entitled to receive any notice from the College.

17.6 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. Proof that a notice contained in an electronic communication was sent in accordance with the guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of 48 hours after the envelope containing it was posted or in the case of electronic communication, at the expiration of 48 hours after the time it was sent.

17.7 A Member present at any meeting of the College shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.

17.8 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

18. **PROCEEDINGS AT GENERAL MEETINGS**

18.1 The business to be transacted at an annual general meeting shall include the consideration of the accounts, the balance sheets and the report of the Auditors.

18.2 The Chair of the Governing Body (or, in his or her absence, the Vice-Chair) shall chair any general meeting. In the absence of the Chair and Vice-Chair of the Governing Body, the Members shall appoint a Chair from amongst their number. Any Governor appointed as Principal or as a Staff Governor or Student Governor shall not be eligible to be appointed Chair of a general meeting.

18.3 A resolution put to the vote of a meeting shall be decided on a show of hands. Subject to the Statutes, every resolution to be decided at a general meeting shall be determined by a simple majority of the votes of the Members present and voting. In the case of an equality of votes, the Chair shall have a second or casting vote.

18.4 No business shall be transacted at any meeting unless a quorum is present at the commencement of the meeting and at the time the business in question is transacted.

- 18.5 General meetings shall be quorate if the number of Members present is at least 40% of the aggregate number of Members, of whom no more than half shall be from the aggregate of the Staff Governors, the Student Governors and the Principal.
- 18.6 If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to such time and place as the Members present may determine.
- 18.7 If at any meeting, at the time when any business is or is due to be transacted or when a resolution is proposed or passed, the aggregate of the Staff Governors, the Student Governors and the Principal are in a majority, a majority of the remaining Members present shall have the right to require that:
- 18.7.1 any such business be deferred or, if a decision thereon has already been taken, not implemented; or
- 18.7.2 Any proposal for a resolution be deferred or, if such resolution shall already have been passed, be treated as of no effect and not implemented;
- until in either case the said business or the said resolution, as the case may be, shall have been considered or proposed at the next meeting convened for the purpose. In the case of any dispute as to the operation of the provisions of this Article the decision of the Chair shall be final.
- 18.8 Any Member who has a pecuniary or other personal interest in any matter under discussion or who has a member of family with such an interest, if known, shall declare it, shall withdraw from the relevant discussions, and shall take no part in the consideration or determination of that matter and shall not form part of the quorum. No one shall be treated as having an interest in a matter by reason only of his being a member of staff or a Student if his or her interest is no greater than that of the members of the staff or Students, as the case may be, in general.
- 18.9 The Chair may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.
- 18.10 A declaration by the Chair that a resolution has been carried or carried nem con, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
- 18.11 A resolution in writing executed by or on behalf of each Member who would have been entitled to vote upon it if it had been proposed at a general meeting at which he or she was present shall be as effectual as if it had been passed at a general meeting duly convened and held and may consist of several instruments in the like form each executed by or on behalf of one or more Members.
- 18.12 Unless the Members otherwise provide, where a named member of staff or a prospective member of staff, or a named Student, is to be considered at a meeting, Staff Governors and Student Governors shall withdraw from that part of the meeting if the Chair so decides and such decision may be made in advance of the relevant meeting.
- 18.13 The validity of any proceedings shall not be affected by a vacancy among the Members or by any defect later discovered in the appointment or nomination or election of a Member.

19. **VOTES OF MEMBERS**

Every Member shall have one vote at general meetings. Votes shall be given in person, in videoconference or by telephone link and not by proxy nor by way of postal vote.

20. **MEETINGS OF THE GOVERNING BODY**

20.1 Ordinary meetings of the Governing Body shall be held at such times as may from time to time be thought fit by the Governing Body provided that in each Academic Year not fewer than three ordinary meetings shall be held.

20.2 A special meeting of the Governing Body may at any time be summoned by direction of the Governing Body or the Chair or Vice-Chair in his or her absence for the time being, or shall be summoned at the request in writing to the Clerk from any five Governors. No business shall be transacted at any special meeting other than any business specified in the notice summoning the meeting and any business incidental thereto. Any such meetings shall be convened by the Clerk within twenty one clear days of receiving the direction or the request.

21. **NOTICE OF MEETINGS OF THE GOVERNING BODY**

21.1 Every ordinary or special meeting of the Governing Body shall be summoned by notice in writing delivered or addressed and posted to each Governor. Save as provided in Article 21.2, (i) in the case of an ordinary meeting such notice and a copy of the proposed agenda shall be delivered by the Clerk seven clear days before the date of the meeting; (ii) in the case of a special meeting summoned by the Chair (or in his absence the Vice-Chair) such notice and a copy of the proposed agenda shall be delivered two clear days before the date of the meeting.

21.2 If it is proposed to consider at any meeting the remuneration, conditions of service, conduct, suspension, dismissal or retirement of the Clerk, the Chair shall at least seven clear days before the date of the meeting, send to the Governors a copy of the agenda item concerned together with any relevant papers.

21.3 The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an annual general meeting, shall specify the meeting as such.

21.4 The notice shall be given to all the Governors for the time being of the College and any third parties so entitled.

21.5 The notice shall be in writing, given personally or in accordance with section 308 of the Companies Act 2006, that is in hard copy form, in electronic form or by means of a website.

21.6 The notice may be given to a Governor by sending it by post in a prepaid envelope addressed to a Governor at his or her registered address or by leaving it at that address. A Governor whose registered address is not within the United Kingdom and who gives to the College an address within the United Kingdom at which notices may be given to him or her shall be entitled to have notices given to him or her at that address, but otherwise no such Governor shall be entitled to receive any notice from the College.

21.7 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. Proof that a notice contained in an electronic communication was sent in accordance with the guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of 48 hours after the envelope containing it was posted or in the case of electronic communication, at the expiration of 48 hours after the time it was sent.

21.8 A Governor present at any meeting of the Governing Body shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.

21.9 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

22. **PROCEEDINGS AT MEETINGS OF THE GOVERNING BODY**

22.1 No business shall be transacted at any meeting unless a quorum is present at the commencement of the meeting and at the time the business in question is transacted.

22.2 Meetings of the Governing Body shall be quorate if the number of Governors present is at least 40% of the aggregate number of Governors, of whom no more than half shall be from the aggregate of the Staff Governors, the Student Governors and the Principal.

22.3 If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to such time and place as the Members may determine.

22.4 If at any meeting, at the time when any business is or is due to be transacted or when a resolution is proposed or passed, the aggregate of the Staff Governors, the Student Governors and the Principal are in a majority, a majority of the remaining Governors present shall have the right to require that:

22.4.1 any such business be deferred or, if a decision thereon has already been taken, not implemented; or

22.4.2 any proposal for a resolution be deferred or, if such resolution shall already have been passed, be treated as of no effect and not implemented;

until in either case the said business or the said resolution, as the case may be, shall have been considered or proposed at the next meeting convened for the purpose. In the case of any dispute as to the operation of the provisions of this Article the decision of the Chair of the meeting shall be final.

22.5 The Chair may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.

22.6 A declaration by the Chair that a resolution has been carried or carried nem con, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

22.7 A resolution in writing executed by or on behalf of each Governor who would have been entitled to vote upon it if it had been proposed at a Governing Body meeting at which he or she was present shall be as effectual as if it had been passed at a Governing Body meeting duly convened and held and may consist of several instruments in the like form each executed by or on behalf of one or more Governors.

22.8 At their discretion the Governing Body may hold a meeting of the Governing Body or any committee of the Governing Body or any committee appointed by the Governing Body by telephone, videoconference or any other electronic means, provided that all those participating in the meeting can hear and communicate with each other throughout the entire meeting.

22.9 The validity of any proceedings shall not be affected by a vacancy among the Governors or by any defect later discovered in the appointment or nomination or election of a Governor.

23. **VOTES OF GOVERNORS**

23.1 Every Governor shall have one vote at meetings of the Governing Body. Votes shall be given in person, in videoconference or by telephone link and not by proxy or by postal vote.

23.2 A resolution put to the vote of a meeting shall be decided on a show of hands. Every resolution to be decided at a meeting of the Governing Body shall be determined by a simple majority of the votes of the Governors present and voting.

23.3 In the case of an equality of votes, the Chair shall have a second or casting vote.

24. **INDEMNITY AND INSURANCE**

24.1 Subject to the provisions of the Statutes and to Articles 4.2.12 and 24.2 but without prejudice to any indemnity to which any person may otherwise be entitled:

24.1.1 in the execution of his or her duties and the exercise of his or her rights in relation to the affairs of the College every Governor, officer and secretary of the College shall be entitled to be indemnified out of the assets of the College against costs, losses, claims, actions, or other liabilities suffered or incurred by him or her and arising by reason of any improper investment made by or for the College in good faith (so long as he or she shall have sought professional advice before making or procuring the making of such investment) or by reason of any negligence or fraud of any agent engaged or employed by him or her in good faith (provided reasonable supervision shall have been exercised) notwithstanding the fact that the engagement was strictly not necessary or by reason of any mistake or omission made in good faith by him or her or by reason of any other matter or thing other than deliberate fraud, wrongdoing or wrongful omission on the part of the Governor, officer or secretary who is sought to be made liable; and

24.1.2 the College may purchase and maintain for any Governor, officer or secretary insurance against any liability, which would otherwise attach to him or her in respect of any negligence, default, breach of duty or breach of trust in relation to the affairs of the College.

24.2 The indemnity and insurance referred to in Article 24.1 above shall not extend to any claim arising from any act or omission which any Governor, officer or secretary of the College knew to be a breach of trust or breach of duty or which was committed by any Governor, officer or secretary of the College in reckless disregard of whether it was a breach of trust or breach of duty or not.

25. **APPOINTMENT AND RESPONSIBILITIES OF THE PRINCIPAL, DEPUTY PRINCIPAL AND VICE-PRINCIPAL**

25.1 Subject to the responsibilities of the Governing Body, the Principal and Chief Executive shall be the Chief Executive of the College, and shall be responsible for the academic and executive direction and management of the College, including financial management, organisation, structure, conduct and discipline.

25.1 The Governing Body shall appoint one or more deputies to the Principal. A Deputy Principal shall be responsible under the general direction of the Principal for such aspects of the organisation, management and conduct of the College as may be delegated to him or her or them from time to time by the Principal. Notwithstanding anything to the contrary in these Articles, a Deputy Principal shall be authorised to act for the Principal in the absence of the Principal and in the absence of the Principal and the Deputy

Principal(s), a Vice-Principal may be authorised by the Governing Body to act for the Principal.

26. STUDENTS

26.1 Provisions as to the participation of and consultation with Students and the admission, conduct, suspension and exclusion of Students and complaints procedures and appeals relating thereto shall be contained in bye-laws or regulations made by the Governing Body. The said bye-laws or regulations shall be made after consultation and a reasonable attempt to reach agreement with representatives of the Students.

26.2 There shall be student representative bodies at the College. The constitution of the student representative bodies shall be subject to the approval of the Governing Body. The student representative bodies shall be permitted to conduct and manage their own affairs in accordance with the constitution as so approved. The Governing Body will encourage and support constructive consultation between the College and the student representative bodies.

27. CLERK TO THE GOVERNING BODY

27.1 The Governing Body shall appoint a Clerk to act as secretary to the Governing Body for such term at such remuneration and on such conditions as the Governing Body may think fit; and any Clerk so appointed may be removed by it.

27.2 The Clerk shall maintain a register of interests of the Members, the Governors and of such holders of senior posts as the Governing Body shall determine and the registers shall be made available during normal office hours at the College to any person wishing to inspect them.

27.3 In the temporary absence of the Clerk, the Governing Body shall appoint a person to serve as temporary Clerk, provided that the Principal may not be appointed as temporary Clerk.

28. MINUTES

28.1 The Governing Body shall cause minutes to be made and records to be kept of:

28.1.1 all appointments of officers made by the College;

28.1.2 all proceedings at general meetings of the College and meetings of the Governing Body and its committees and the same, when agreed by the next meeting and signed by the Chair of that meeting, shall be conclusive evidence of the matters stated therein; and

28.1.3 the names of those present at each meeting.

29. PATRONS

29.1 The Governing Body may from time to time appoint any person whether or not a member of the Governing Body to be an honorary patron of the College or to hold such honorary office as the Governing Body may decide.

29.2 The Governing Body may from time to time make rules or bye laws in accordance with Article 31 regarding the selection, appointment, rights, duties and responsibilities of honorary patrons.

29.3 Unless an honorary patron expressly agrees to become a director and trustee of the Company in accordance with these Articles and the Statutes, an honorary patron shall not have the rights or the duties of a company director or charity trustee as set out in these Articles, the Statutes and applicable charity law.

30. **SEAL**

30.1 The College may have a common seal for the purposes of the College. If so it shall be kept under such custody and control as the Governing Body shall from time to time determine. The seal of the College shall not be affixed to any instrument except pursuant to a resolution of the Governing Body and in the presence of the Principal and one other Governor (other than a Student Governor or Staff Governor) who shall sign every instrument to which the seal is affixed in their presence and every such instrument shall be countersigned by the Clerk or a person authorised by the Clerk to act in his or her absence.

31. **RULES OR BYE LAWS**

31.1 The Governing Body may from time to time make such rules or bye laws as it may deem necessary or expedient or convenient for the proper conduct and management of the College and for the purposes of prescribing classes of and conditions of membership, and in particular but without prejudice to the generality of the foregoing, it may by such rules or bye-laws regulate:

31.1.1 the admission and classification of Members of the College, and the rights and privileges of such Members, and the conditions of membership and the terms on which Members may resign or have their membership terminated and the entrance fees, subscriptions and other fees or payments to be made by Members;

31.1.2 the conduct of Members of the College in relation to one another, and to the College's servants;

31.1.3 the setting aside of the whole or any part or parts of the College's premises at any particular time or times or for any particular purpose or purposes;

31.1.4 the procedure at general meetings and meetings of the Governing Body and committees constituted pursuant to Article 15 in so far as such procedure is not regulated by these Articles;

31.1.5 the criteria for membership; and

31.1.6 generally, all such matters as are commonly the subject matter of such rules, provided, nevertheless, that no rule or bye-law shall be inconsistent with, or shall affect or repeal anything contained in these Articles,

31.2 The Governing Body shall have power to alter or repeal the rules or bye-laws referred to in Article 31.1 and to make additions thereto. The Governing Body shall adopt such means as it deems sufficient to bring to the notice of Members all such rules or bye-laws made pursuant to this Article 31 which, so long as they shall be in force, shall be binding on all Members.

32. **GRIEVANCE, SUSPENSION AND DISCIPLINARY PROCEDURES**

32.1 After consultation with the staff, the Governing Body shall make rules setting out:

32.1.1 grievance procedures for all staff which the staff must follow if they wish to seek redress for any grievances relating to their employment; and

32.1.2 disciplinary and grievance procedures for senior post-holders and staff other than senior post-holders.

32.2 Any rules made under Article 32.1 shall include provision that where a person has been suspended without pay, any appeal against such suspension shall be heard and action taken in a timely manner.

32.3 Where the Clerk is also a member of the staff of the College, the Clerk is to be treated in that capacity as a senior post-holder for the purposes of procedures adopted under Article 32.1.

32.4 Where the Clerk is suspended or dismissed from his or her role as a member of staff under procedures adopted under Article 32.1, that suspension or dismissal does not affect the position of the Clerk in the separate role of Clerk to the College.

33. **COPIES OF ARTICLES, RULES AND BYE LAWS**

A copy of these Articles, and of any rules and bye-laws, shall be given free of charge to every Member of the College and, at a charge not exceeding the cost of copying or free of charge, to any other person who requests a copy and shall be available for inspection at the College upon request during normal office hours.

34. **DOCUMENTS SENT IN ELECTRONIC FORM OR BY MEANS OF A WEBSITE**

34.1 Where the Statutes permit the College to send documents or notices to its members in electronic form or by means of a website, the documents will be validly sent provided that the College complies with the requirements of the Statutes.

34.2 Subject to any requirement of the Statutes only such documents and notices as are specified by the College may be sent to the College in electronic form to the address specified by the College for that purpose and such documents or notices sent to the College are sufficiently authenticated if the identity of the sender is confirmed in the way that the College has specified.

35. **ALTERATIONS TO ARTICLES OF ASSOCIATION**

These Articles may be amended as provided in the Statutes, provided that (i) no alteration, addition or amendment shall be made that would result in the College ceasing to be a charity and (ii) the same shall have been previously submitted to and approved in writing by the Charity Commission provided and to the extent only that such approval is required under applicable charity laws.