

**Articles of Association**  
of  
**Ruskin College**

A Private Company Limited by Guarantee

## **The College and Model Articles**

1. The name of the College is Ruskin College.
2. The registered office is in England.
3. The relevant model Articles for a company limited by guarantee are hereby expressly excluded.

## **Liability of members**

4. In the event of the College being wound up, the liability of each Member is limited to £1.00; this being the amount that each Member undertakes to contribute to the assets of the College. This applies while they are a Member and up to one year after they cease to be a Member.

## **The Objects of the College**

5. The College's objects are, for the public benefit, to advance education.

## **Powers**

6. The College shall have powers to undertake all activities within the law in pursuit of the objects. These powers shall include without limitation:
  - 6.1 The provision of education which may include but is not limited to the adult, voluntary, trades union and community sectors, save that any higher education, as defined in the Education Reform Act 1988, offered by the College must be approved by the Board of Trustees and be consistent with UWL's higher education mission;
  - 6.2 the provision of facilities for learning and the assessment of student performance;
  - 6.3 acquiring, merging with or entering into any partnership or joint venture with any other body in furtherance of the objects of the College;
  - 6.4 to sell, lease or otherwise dispose of all or any part of the property belonging to the College. In exercising this power, the College must comply with sections 117 and 122 of the Charities Act 2011; and
  - 6.5 to borrow money and to charge the whole or any part of the property belonging to the College as security for repayment of the money borrowed or as security for a grant or the discharge of an obligation. The College must comply with sections 124 to 126 inclusive of the Charities Act 2011 if it wishes to mortgage land.

## **The responsibilities of the Board of Trustees**

7. The Board of Trustees shall be the governing body of the College and shall, subject to the Articles and the Reserved Matters, be responsible for the exercise of the College's powers. The functions of the Board of Trustees shall include, without limitation:
  - 7.1 the determination and periodic review of the educational character and mission of the institution and the oversight of its activities;
  - 7.2 publishing arrangements for obtaining the views of staff and students on the matters set out in Article 7.1
  - 7.3 the effective and efficient use of resources, the solvency of the College and the safeguarding of the College's assets;

- 7.4 ensuring that there are in place policies and procedures for the governance and conduct of the College, for dealing with staff performance, discipline, dismissal and grievance, and for dealing with student disciplines, complaints and academic appeals
- 7.5 oversight of the conduct of the affairs of the College.
8. For so long as UWL is a member, the Board of Trustees shall not adopt any strategy, policy or procedure which is incompatible with or contrary to the strategy or operational plans adopted by UWL at the material time.
9. Where a decision is or includes a Reserved Matter, the Trustees must refer it to UWL, for so long as it is a Member, for approval before being actioned by the College.

### **Delegation**

10. The Board of Trustees may make committees and may delegate all or any of its functions to a committee or any person provided that the Board of Trustees shall not delegate any of the following:
  - 10.1 the determination of the character and mission of the College;
  - 10.2 the responsibility for ensuring the solvency of the College and for safeguarding its assets;
  - 10.3 the approval of procedures for the suspension and dismissal of staff and procedures for the suspension and expulsion of students.
11. For so long as UWL is a Member, no committee or person to whom the Board of Trustees has delegated functions shall adopt any strategy, policy or procedure which is incompatible with or contrary to the strategy or operational plans adopted by UWL at the material time.

### **Trustees' Benefits and Conflicts of Interest**

12. The income and property of the College shall be applied solely towards the promotion of the Objects.
13. A Trustee may enter into a contract for the supply of goods or services to the College where that is permitted in accordance with, and subject to the conditions in section 185 and 186 of the Charities Act 2011.
14. A Trustee may receive a benefit from the College in the capacity of a beneficiary of the College.
15. Up to two Trustees including the Principal may be employed by the College other than for acting as a Trustee.
16. A company or other legal entity of which a Trustee is a member may receive fees, remuneration or other benefit in money or money's worth provided that the Trustee holds no more than 1% of the issued capital or equivalent of that company or other legal entity.
17. The College and its Trustees may only rely upon the authority provided by Articles 13 – 16 inclusive if each of the following conditions is satisfied:
  - 17.1 The remuneration or other sums paid to the Trustee do not exceed an amount that is reasonable in all the circumstances.
  - 17.2 The conflicted Trustees are absent from the part of any meeting at which there is discussion of:
    - 17.2.1 their employment or remuneration, or any matter concerning the contract or arrangement; or

- 17.2.2 their performance in the employment or office, or their performance of the contract; or
  - 17.2.3 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 these Articles; or
  - 17.2.4 any other matter relating to a payment or the conferring of any benefit permitted by these Articles.
- 17.3 The conflicted Trustees do not vote on any such matter and are not to be counted when calculating whether a quorum of Trustees is present at the meeting.
- 17.4 The reason for their decision is recorded by the non-conflicted Trustees.
- 17.5 A majority of the Trustees then in office are non-conflicted.
18. A Trustee must declare any interest that they may have in the business under discussion in a meeting. If there is a conflict of interest, the Trustee should discontinue any input to the discussion and withdraw from the meeting.
19. If a conflict of interests arises for a Trustee 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 Trustees may authorise such a conflict of interests provided that:
- 19.1 the conflicted Trustee is absent from the part of the meeting at which there is discussion of any arrangement or transaction affecting that other organisation or person;
  - 19.2 the conflicted Trustee does not vote on any such matter and is not to be counted when considering whether a quorum of Trustees is present at the meeting; and
  - 19.3 the unconflicted Trustees consider it is in the interests of the College to authorise the conflict of interests.
20. Trustees are indemnified against actions that they may take providing that:
- 20.1 they have not been negligent in their conduct of their duties; and
  - 20.2 to the extent permitted by sections 232 to 234 of the Companies Act 2006.

### **The composition of the Board of Trustees and periods of office**

21. The membership of the Board of Trustees shall comprise:
- 21.1 No more than nine members in total and shall include a majority of Independent Trustees, up to six, appointed by UWL from the members of the UWL FE Board as may change from time to time;
  - 21.2 The Principal, for as long as they hold office as the Principal;
  - 21.3 One member of staff of the College;
  - 21.4 One student of the College;
  - 21.5 Up to six Trustees, appointed from the members from time to time of the UWL FE Board, to be appointed and removed by UWL for so long as it as a Member;
22. Independent Trustees are appointed to serve for a term of up to four years. They may usually be re-appointed once leading to a normal maximum period of service of eight years. Exceptionally, an Independent Trustee may be appointed for a third term of four years,

should they be appointed as Chair, Vice-Chair or the chair of a committee of the Board of Trustees.

23. Staff Trustees and Student Trustees shall serve for a term of one year and may be reappointed but no more than two terms of office.
24. In order to be quorate a meeting of the Board of Trustees must be attended by at least six of the Trustees, of whom a majority must be Independent Trustees.
25. Trustees may not appoint deputies or alternates to attend meetings in their place.

### **Chair and Vice-Chair**

26. The Board of Trustees shall appoint an Independent Trustee to serve as Chair of the Board of Trustees. The Chair is appointed for a term of up to two years. They may be re-appointed, subject to Article 22 above.
27. The Board of Trustees shall appoint an Independent Trustee to serve as Vice-Chair of the Board of Trustees. The Vice-Chair is appointed for a term of up to two years. They may be re-appointed, subject to Article 22 above.

### **Principal**

28. The Board of Trustees shall appoint a Principal who shall be the chief executive of the College and shall be responsible for the leadership and management of the College.

### **The Clerk**

29. The Board of Trustees shall appoint a Clerk to the Board of Trustees who has responsibility for assisting the Chair with the organisation of Board of Trustee business, the recording of meetings and the appointment and induction of new Trustees. The Clerk shall not be a member of the Board of Trustees.

### **Participation in Board of Trustees meetings**

30. Subject to the Articles, Trustees participate in a Board of Trustees meeting, or part of a Board of Trustees meeting, when:
  - 30.1 the meeting has been called and takes place in accordance with the Articles; and
  - 30.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
31. In determining whether Trustees are participating in a Board of Trustees meeting, it is irrelevant where any Trustee is or how they communicate with each other.
32. If all the Trustees participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

### **Termination of Trustee's appointment**

33. A person ceases to be a Trustee as soon as:
  - 33.1 that person ceases to be a Trustee by virtue of any provision of the Companies Act 2006 or is prohibited from being a director or a trustee of the charity by law;
  - 33.2 a bankruptcy order is made against that person or a composition is made with that person's creditors generally in satisfaction of that person's debts;

- 33.3 a registered medical practitioner who is treating that person gives a written opinion to the College stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months;
- 33.4 by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have;
- 33.5 notification is received by the Board of Trustees from the Trustee that the Trustee is resigning from office, and such resignation has taken effect in accordance with its terms; or
- 33.6 UWL resolves that the Trustee in question should not continue to be a Trustee.
- 33.7 If at any point the Board of Trustees is satisfied that it is not in the best interests of the College for a Trustee to continue in active office, including pending the outcome of any internal or external investigation, for any reason, the Board of Trustees may suspend or remove the Trustee from office.

### **General Meetings**

- 34. No business other than the appointment of the chair of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.
- 35. The Chair shall chair general meetings if present and willing to do so.
- 36. If the Board of Trustees has not appointed a Chair, or if the Chair is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start the members present must appoint a member to chair the meeting, and the appointment of a chair of the meeting must be the first business of the meeting.
- 37. No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid. Any such objection must be referred to the chair of the meeting whose decision is final.

### **Means of communication to be used**

- 38. Subject to the Articles, anything sent or supplied by or to the College under the Articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the College.
- 39. Subject to the Articles, any notice or document to be sent or supplied to a Trustee in connection with the taking of decisions by Trustees may also be sent or supplied by the means by which that Trustee has asked to be sent or supplied with such notices or documents for the time being.
- 40. A Trustee may agree with the College that notices or documents sent to that Trustee in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

### **Changes to the Articles and College Name**

- 41. The Members may amend these Articles in accordance with the Companies Act 2006 and the Charities Act 2011. No change may be made to these Articles that would result in the College ceasing to be a charity.

42. The Members may change the name of the College in accordance with the Companies Act 2006 and with the consent of the Secretary of State for Education.

### **The Seal**

43. The use of the Seal of the College may, with the approval of the Board of Trustees, be authenticated by any two Independent Trustees.

### **Copies of the Articles**

44. A copy of these Articles will be given free of charge to every Member.
45. A copy of these Articles will be given free of charge, or at a charge not exceeding the cost of copying, to anyone else who requests it.
46. A copy of these Articles will be available for inspection at the College on request, during normal office hours, to every member of staff of, and student at, the College.

### **Dissolution**

47. In the event of the Board of Trustees resolving to dissolve the College, the residual assets of the College shall be passed to another charity or charities with similar objects to those of the College.

### **Members**

48. As at the date of adoption of these Articles, UWL and such other persons, if any, as are admitted to membership in accordance with these Articles shall be the Members.
49. No person shall be admitted as a member of the College unless it is approved by the Members. Membership of the College is not transferable.
50. Any Member shall be entitled to resign from membership by giving one month's notice thereof as long as there shall be at least one Member left after such resignation takes effect.
51. Membership will terminate automatically if a Member ceases to exist and is not replaced by a successor institution or a Member who is an individual dies.

### **52. Definitions**

Articles:	These Articles of Association, which also comprise the Instrument and Articles of Government of the College
Board of Trustees:	the board of directors of the College
Chair:	The Chair of the Board of Trustees
Clerk:	The Clerk to the Board of Trustees
College:	Ruskin College, being a company limited by guarantee with company number 00066196
Director:	A director for the time being of the College or (as the context shall require) any of them acting as the board of directors of the College

Independent:	A person who is neither a student of the College nor a member of staff of the College. For the avoidance of doubt, trustees appointed by UWL under Article 21.5 are independent for the purposes of these Articles.
Member:	Member of the College
Principal:	The chief executive of the college, who shall be the accounting officer
Reserved Matters	those matters set out in the Appendix to these Articles
Trustee:	a director
UWL	University of West London, being a higher education corporation
UWL FE Board	UWL's Further Education and Apprenticeships Board which provides UWL with oversight and assurance in respect of further education and apprenticeships

## **APPENDIX**

### **Reserved Matters**

1. Disposing, whether by sale lease or otherwise any of the assets of the College except to the extent provided in the annual operating plan.
2. Buying, leasing or licensing any assets outside the terms of the annual operating plan.
3. Giving or making any loans, borrowing or offering credit.
4. Giving any guarantee, suretyship or indemnity.
5. Creating any subsidiary, becoming a member of any legal entity, entering in to any joint venture or partnership, merger or material contract except as set out in the annual operating plan.
6. Creating any encumbrance, mortgage or charge over the whole or any part of the undertaking of assets of the College.
7. Commencing, settling or bringing any legal proceedings
8. Entering into any contracts or arrangements outside of the College's ordinary course of business otherwise than in accordance with the annual operating plan
9. Admitting any new Member of the College.
10. Embarking on any negotiations or conclude any negotiations for consolidation, merger or acquisition of any business or undertaking of any person.
11. Making any arrangement with any revenue authority or the Charity Commission
12. Attempting to secure funding otherwise than in accordance with an approved annual operating plan
13. Approving a deficit budget.