

## Meeting of the Board of Governors

4.00 - 6.00 pm on Thursday, 18 October 2018  
in 1B27 - Technopark, SE1 6LN

### Agenda

<i>No.</i>	<i>Item</i>	<i>Pages</i>	<i>Presenter</i>
19.	Supplementary information for items 10 and 13	149 - 220	

**Date of next meeting**  
**4.00 pm on Thursday, 22 November 2018**

**Members:** Jerry Cope (Chair), Douglas Denham St Pinnock (Vice-Chair), David Phoenix, Steve Balmont, Shachi Blakemore, Duncan Brown, Julie Chappell, Michael Cutbill, Nelly Kibirige, Kevin McGrath, Peter Fidler, Mee Ling Ng, Hilary McCallion, Jenny Owen, Jeremy Parr, Tony Roberts and Nazene Smout

**Apologies:**

**In attendance:** Pat Bailey, Richard Flatman, James Stevenson, Michael Broadway and Shân Wareing

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	CONFIDENTIAL
Paper title:	Supplementary information
Board/Committee:	Board of Governors
Date of meeting:	18 October 2018
Author(s):	Governance Team
Sponsor(s):	James Stevenson, University Secretary
Purpose:	For Information
Recommendation:	The attached supplements are additional information relating to item 10: Larch transaction update, and item 13: Annual declaration of interests.

## **Executive Summary**

The attached supplements are additional information relating to item 10: Larch transaction update, and item 13: Annual declaration of interests.

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## **South Bank Colleges**

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### **Articles of Association**

Company Number 11495376

1 August 2018

**The Companies Act 2006**  
**Company not having a share capital**  
**Articles of Association**  
**of**  
**South Bank Colleges**

**1. Name**

1.1. The name of the company is South Bank Colleges (**Charity**)

**2. Registered office**

2.1. The registered office of the Charity is in England and Wales.

**3. Objects**

3.1. The objects of the Charity (**Objects**) are:

3.1.1. The advancement of education for the public benefit by providing full time and part time courses of education at all levels including:

- (a) further education (as defined in section 2(3) of the Education Act 1996);
- (b) higher education (as defined in Schedule 6 of the Education Reform Act 1988); and
- (c) secondary education (as defined in sections 18(1)(aa) and 18(1)(ab) Further and Higher Education Act 1992).

**4. Powers**

4.1. The Charity has the power to do anything within the law which may promote or may help to promote the Objects or any of them including (but without limitation) the power:

- 4.1.1. to supply goods or services in connection with their provision of education;
- 4.1.2. to conduct educational institutions for the purpose of carrying on activities undertaken in the provision of secondary, further or higher education;
- 4.1.3. provide facilities of any description appearing to the Trustees to be necessary or desirable for the purposes of or in connection with carrying on any activities undertaken in the exercise of the Objects (including boarding accommodation and recreational facilities for students and staff and facilities to meet the needs of students having learning difficulties and the welfare of all students);
- 4.1.4. to enter into contracts, including in particular contracts for the employment of teachers and other staff for the purposes of or in connection with carrying on any activities undertaken in advancing the Objects and contracts with respect to the carrying on by the Charity of any such activities;
- 4.1.5. to form, participate in forming or invest in a company;
- 4.1.6. to award qualifications and other awards and to withdraw such qualifications or awards;

- 4.1.7. to provide vocational, technical, professional and adult education and apprenticeships;
- 4.1.8. to educate students in and encourage students to take part in enterprise and innovation;
- 4.1.9. to make rules and regulations for the conduct of students;
- 4.1.10. to hold seminars, conferences, lectures, tours and courses;
- 4.1.11. to promote or carry out research and to disseminate such research;
- 4.1.12. to provide advice;
- 4.1.13. to publish or distribute information in any form;
- 4.1.14. to co-operate with other institutions and to enter into joint ventures, collaborations and partnerships with charitable and non-charitable bodies and to award joint qualifications and awards;
- 4.1.15. to support, administer or set up charities (including a charitable incorporated organisation (within the meaning of Part 11 of the Charities Act 2011) and to act as trustee of any charitable funds, endowments or trusts;
- 4.1.16. to affiliate with and where appropriate merge with any charity having similar objects to the Objects, including to incorporate into the Charity any other institution and take over its property, rights, liabilities and staff;
- 4.1.17. to raise funds;
- 4.1.18. to borrow money, including entering into any derivative arrangement relating to that borrowing provided that the derivative arrangement is an integral part of managing the Charity's debt and not a speculative venture;
- 4.1.19. to give security for loans, grants and other obligations over the assets of the Charity including granting any mortgage, charge or other security in respect of any land or other property of the Charity (but only in accordance with any applicable restrictions imposed by the Charities Act 2011);
- 4.1.20. to acquire, rent or hire property of any kind;
- 4.1.21. to sell, let, license, mortgage or dispose of property of any kind (but only in accordance with any applicable restrictions imposed by the Charities Act 2011);
- 4.1.22. to make grants, awards, prizes or donations;
- 4.1.23. to make loans of money and give credit and to give guarantees or security for the performance of any obligations by any person or company;
- 4.1.24. to set aside funds for special purposes or as reserves against future expenditure, but only in accordance with a written policy on reserves;
- 4.1.25. to deposit or invest funds in any manner (but to invest only after taking such advice as the trustees consider is reasonably necessary from such person as is reasonably believed by the trustee to be qualified to give it by his or her ability in and practical experience of financial and other relevant matters);
- 4.1.26. to enter into any derivative arrangement in connection with any investment provided that the derivative arrangement is ancillary to the investment (being

entered into in order to manage the risk and / or transaction costs associated with the investment) and is not a speculative venture;

- 4.1.27. to delegate the management of investments to any person provided that:
- (a) the delegate is authorised to carry on investment business under the provisions of the Financial Services and Markets Act 2000;
  - (b) the investment policy is set out in writing by the Trustees;
  - (c) the performance of the investments is reviewed regularly with the Trustees;
  - (d) the investment policy and the delegation arrangements are reviewed at least once a year;
  - (e) all payments due to the delegate are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt by the delegate; and
  - (f) the delegate must not do anything outside the powers of the Trustees;
- 4.1.28. to arrange for the investments or other property of the Charity to be held in the name of a nominee (being a corporate body registered or having an established place of business in England and Wales) under the control of the Trustees or of any person to whom the management of investments is delegated and to pay any reasonable fee required;
- 4.1.29. to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;
- 4.1.30. to take out indemnity insurance to insure the Trustees against the costs of a successful defence to criminal proceedings brought against them as charity trustees or against personal liability incurred in respect of any act or omission which is or is alleged to be in breach of trust or breach of duty, unless the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;
- 4.1.31. subject to Article 16, to employ paid or unpaid agents, staff or advisers;
- 4.1.32. to enter into contracts to provide services to or on behalf of other bodies;
- 4.1.33. to establish, support or acquire subsidiary companies;
- 4.1.34. to pay the costs of forming the Charity;
- 4.1.35. to open and operate bank accounts and banking facilities;
- 4.1.36. to solicit and accept fees, grants, donations, endowments, gifts, legacies and bequests of assets on any terms;
- 4.1.37. to enter into any licence or sponsorship agreement;
- 4.1.38. to enter into any contract or agreement (including any finance lease);
- 4.1.39. to carry on any trade in so far as the trade is;
- (a) exercised in the course of the actual carrying out of the Objects of the Charity; or
  - (b) ancillary to the carrying out of the Objects; or



(c) not taxable trading; and

4.1.40. to do anything incidental to the conduct of an educational institution providing secondary, further or higher education

## **5. Limited liability**

5.1. The liability of the Member is limited to £1, being the amount the Member undertakes to contribute to the Charity's assets if the Charity shall be wound up while it is a Member, or within one year after it ceases to be a Member, for payment of the Charity's debts and liabilities contracted before it 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 amongst themselves.

## **6. Membership**

6.1. The Charity must maintain a register of Members.

6.2. London South Bank University ("**LSBU**") shall be the sole Member of the Charity.

6.3. The Member shall sign a written consent to become a Member.

6.4. Membership is terminated if the Member:

6.4.1. ceases to exist; or

6.4.2. makes an arrangement or composition with its creditors; and

in such circumstances (each of which is referred to in this article as "a relevant event"), the individuals then holding office as Trustees shall automatically become Members of the Charity immediately before the occurrence of the relevant event (and all references in these Articles to "the Member" shall be taken to be references to "the Members" or any one of them).

6.5. Membership of the Charity is not transferable.

## **7. General meetings**

7.1. The Member is entitled to attend general meetings either by its authorised representative or by proxy in accordance with the provisions of the Act. General meetings are called on at least 14 clear days' written notice specifying the business to be discussed.

7.2. A general meeting may be called at any time by the Trustees and must be called in accordance with the terms of the Act within 21 days of a written request from the Member made in accordance with the provisions of the Act.

### **7.3. Quorum**

7.3.1. Subject to Article 7.3.2 below, the Member present through its authorised representative shall constitute a quorum.

7.3.2. In the event that LSBU ceases to be the Member of the Charity in accordance with Article 6.4, the quorum shall be three.

### **7.4. Chair**

7.4.1. The Chair or (if the Chair is unable or unwilling to do so) some other Trustee elected by those present shall preside as chair at a general meeting. The Chair may, with the consent of a meeting at which a quorum is present, and shall if so directed by the meeting, adjourn any meeting from time to time and from place to place as the Chair shall determine.

## 7.5. **Voting**

- 7.5.1. A resolution put to the vote of a meeting will be decided on a show of hands.
- 7.5.2. The Member present through its authorised representative or by proxy shall have one vote.
- 7.5.3. 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.

## 7.6. **Proxy notices**

- 7.6.1. Proxies may only validly be appointed by a notice in writing (a **proxy notice**) which:
  - (a) states the name and address of the Member;
  - (b) identifies the person appointed to be the Member's proxy and the general meeting in relation to which that person is appointed;
  - (c) is authenticated by or on behalf of the Member; and
  - (d) is delivered to the Charity in accordance with these Articles and any instructions contained in the notice of the relevant general meeting.
- 7.6.2. Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 7.6.3. Unless a proxy notice indicates otherwise, it must be treated as:
  - (a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
  - (b) by appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates, as well as to the meeting itself.
- 7.6.4. The Member remains entitled to speak, attend or vote at a general meeting, even though a valid proxy notice has been delivered to the Charity by it or on its behalf.
- 7.6.5. An appointment under a proxy notice may be revoked by delivering to the Charity a notice in writing.
- 7.6.6. A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 7.6.7. If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

## 7.7. **Written resolutions**

- 7.7.1. A written resolution passed in accordance with the Act is as valid as a resolution actually passed at a general meeting (and for this purpose the written resolution may be set out in more than one document). A written resolution passed under this Article will lapse if not passed before the end of six calendar months beginning with the circulation date (as defined in section 290 of the Companies Act 2006).

## 7.8. **Authorised representatives**

7.8.1. The Member may by resolution of its Board of Governors authorise such person as it thinks fit to act as its authorised representative at any meeting of the Charity and the person so authorised shall be entitled to exercise the same powers on behalf of the Member as the Member would exercise if it were an individual member of the Charity.

## 8. **Accounting officer**

8.1. The Vice Chancellor of LSBU shall be the accounting officer.

## 9. **Trustees**

9.1. The Trustees are the charity trustees of the Charity and have control of the Charity and its property and funds, including in particular ensuring the effective and efficient use of resources, the solvency of the Charity and the safeguarding of its assets.

9.2. The Member may, by special resolution, direct the Trustees to take, or refrain from taking, specified action. No such special resolution invalidates anything which the Trustees have done before the passing of the resolution.

9.3. Subject to Article 9.6, the Board shall be composed of no fewer than five and no more than ten Trustees being:

9.3.1. the Vice Chancellor of LSBU from time to time (the "**LSBU Vice-Chancellor**");

9.3.2. up to four individuals who are not employees of LSBU (the "**LSBU Trustees**") nominated in writing by LSBU and appointed by the Board;

9.3.3. up to three individuals who are neither Governors nor staff of LSBU and are not staff or students of the Charity or any of the institutions operated by the Charity (the "**Independent Trustees**") appointed by the Board.

9.3.4. one student of the Charity or any institution operated by the Charity (the "**Student Trustee**") appointed or elected in accordance with standing orders made by the Trustees from time to time; and

9.3.5. one employee of the Charity or any institution operated by the Charity (the "**Staff Trustee**") appointed or elected in accordance with standing orders made by the Trustees from time to time.

9.4. The Board shall not unreasonably refuse to appoint a person nominated by the Member pursuant to Article 9.3.2 but for the avoidance of doubt may refuse to appoint such a person if any of the circumstances set out in Articles 9.13.1; 9.13.2; 9.13.6; or 9.13.7 apply. If the Board refuses to appoint a person nominated by the Member then the Member shall have the right to nominate an alternative nominee.

9.5. Subject to Article 9.6, the number of Trustees appointed pursuant to Articles 9.3.1 and 9.3.2 together shall at no time exceed the number of Trustees appointed pursuant to Articles 9.3.3, 9.3.4 and 9.3.5 together.

9.6. The first LSBU Trustees ("**First LSBU Trustees**") shall be appointed by the Member on the incorporation of the Charity. As soon as practicable following this appointment:

9.6.1. the Board (then comprising the Vice Chancellor and the First LSBU Trustees) shall appoint the first Independent Trustees ("**First Independent Trustees**"); and then

9.6.2. the Board (then comprising the Vice Chancellor, the First LSBU Trustees and the First

Independent Trustees) shall make provision for the appointment or election of the first Student Trustee and the first Staff Trustee.

- 9.7. Every Trustee shall sign a written consent to become a Trustee.
- 9.8. Subject to Article 9.10, the term of office for Trustees shall be four years and a Trustee shall be eligible for re-appointment by the Member for one further term of four years.
- 9.9. Subject to Article 9.10, after a Trustee has served two consecutive terms in office, he or she shall be eligible for reelection only after a year has elapsed since he or she retired as Trustee, unless the Board considers it would be in the best interests of the Charity for a Trustee to be eligible for reelection on his or her retirement for such number of further terms as the Trustees shall resolve.
- 9.10. Articles 9.8 and 9.9 shall not apply to the LSBU Vice-Chancellor, who may continue in office as a Trustee for so long as he or she remains Vice-Chancellor of LSBU.
- 9.11. The Board may at any time:
  - 9.11.1. remove an Independent Trustee; or
  - 9.11.2. remove a LSBU Trustee (with the prior written consent of LSBU, such consent not to be unreasonably withheld);provided that in doing so the Board acts in what it considers to be the best interests of the Charity.
- 9.12. Every Trustee will hold office until his or her term of office comes to an end or he or she vacates office in accordance with Article 9.13 or he or she is removed in accordance with Article 9.11.
- 9.13. A Trustee's term of office automatically terminates if he or she:
  - 9.13.1. is disqualified under the Charities Act 2011 from acting as a charity trustee;
  - 9.13.2. a registered medical practitioner who is treating that person gives a written opinion to the Trustees stating that that person has become physically or mentally incapable of acting as a Trustee and may remain so for more than three months;
  - 9.13.3. is absent from two consecutive meetings of the Board without the consent of the Trustees and the Trustees resolve that his or her office is vacated;
  - 9.13.4. is removed as a Trustee by the Member under the Act;
  - 9.13.5. resigns by written notice to the Trustees (but only if at least five Trustees will remain in office);
  - 9.13.6. becomes bankrupt, has an interim receiving order made against him or her, makes any arrangement or compounds with his or her creditors generally or applies to the court for an interim order in respect of a voluntary arrangement. or
  - 9.13.7. is convicted of an offence and the Trustees shall resolve that it is undesirable in the interests of the Charity that he or she remains a Trustee of the Charity;
- 9.14. A person who is disqualified from acting as charity trustee (in accordance with Article 9.13.1) shall be ineligible to be a Trustee, as shall a person who becomes an employee of the Charity (except for the Staff Trustee who may be an employee of the Charity).
- 9.15. A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting of the Board.

## 9.16. Chair

9.16.1. Subject to Article 9.16.3, the Member and the Board shall jointly appoint the Chair and Vice Chair of Trustees ("**Chair**" and "**Vice-Chair**") from among the Trustees (excluding the LSBU Vice Chancellor and the Student and Staff Trustees).

9.16.2. In acting jointly in accordance with Article 9.16.1, either the Board or the Member may propose a Chair and Vice Chair provided that both the Member and the Board must vote for their appointment.

9.16.3. The Chair shall not be an employee or Governor of the Member.

9.16.4. The Board may determine the term of office of the Chair and Vice-Chair and if the term is not determined it shall be one year.

## 10. Committees

10.1. The Board may appoint any committee consisting of two or more individuals appointed by the Board.

10.2. The Board may delegate to any committee any of its functions (including any powers or discretions) for such time and on such terms of reference as it thinks fit (including any requirement that a resolution of the committee shall not be effective unless a majority of those present when it is passed are Trustees or it is ratified by the Board) provided that:

10.2.1. all proceedings of every committee must be reported promptly to the Trustees; and

10.2.2. every committee must act in accordance with the terms of reference on which any function is delegated to it (but, subject to that, the proceedings of the committee will be governed by such of these Articles as regulate the proceedings of the Board so far as they are capable of applying).

10.3. The Board may at any time revoke any delegation in whole or part or alter its terms.

## 11. Delegation

11.1. Subject to these Articles and in addition to the ability to delegate under Article 10, the Board may delegate any of the powers conferred on it by these Articles to such person, by such means, to such an extent, in relation to such matters and on such terms of reference as the Trustees think fit and, if the Board so specifies, any such delegation may authorise future delegation of the Trustees' powers by any person to whom they are delegated.

## 12. Proceedings of the Board

12.1. The Trustees must hold at least one meeting of the Board each year. Any Trustee may call a meeting of the Board by giving notice of the meeting to the Trustees or by authorising the Clerk to give such notice provided that:

12.1.1. such notice must indicate the proposed date, time and location of the meeting and, if it is anticipated that Trustees participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting;

12.1.2. such notice must be given to each Trustee, but need not be in writing; and

12.1.3. such notice need not be given to Trustees who waive their entitlement to notice of that meeting by giving notice to that effect to the Charity not more than seven days after the date on which the meeting is held (and where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any

business conducted at it).

## 12.2. Quorum

12.2.1. The quorum necessary at a meeting of the Board shall be three (of which at least one shall be an Independent Trustee).

12.2.2. If the total number of Trustees for the time being is less than the minimum number required by Article 9.3 or the quorum required, the Trustees must not take any decision other than a decision to:

- (a) call a general meeting to enable the Member to appoint further Trustees;
- (b) appoint an administrator, administrative or other receiver or a licensed insolvency practitioner in any other role relating to the Charity recognised by the relevant insolvency, company, property or charity legislation as from time to time in force;

provided always that in all other respects, the provisions of these Articles in relation to the calling of meetings of the Board shall be complied with.

12.3. A meeting of the Board may be held either in person or by suitable electronic means agreed by the Trustees in which all Trustees participating in the meeting may communicate with all the other participants. 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.

12.4. The Chair or (if the Chair is unable or unwilling to do so) the Vice-Chair (if able and willing or, if not,) some other Trustee chosen by the Trustees present will preside as chair at each meeting.

12.5. Subject to Article 12.7.1, every decision of the Trustees shall be by a simple majority of the votes cast at a meeting.

12.6. Every Trustee has one vote on each issue except for the Chair of the meeting, who in the event of an equality of votes has a second or casting vote (unless the Chair of the meeting is in accordance with these Articles not to be counted as participating in the decision-making process for quorum or voting purposes).

## 12.7. Decisions without a meeting

12.7.1. The Trustees may take a decision without holding a Trustees' meeting by a 75% majority of the Trustees indicating to each other by any means, including without limitation by electronic means, that they share a common view on a matter. Such decisions may, but need not, take the form of a resolution in writing, copies of which have been signed by at least 75% of the Trustees or to which at least 75% of the Trustees have otherwise indicated agreement in writing. For the avoidance of doubt, references in this Article 12.7.1 to a 75% majority of Trustees shall exclude any Trustee who is ineligible to vote as a result of a Conflict of Interest in accordance with Articles 18 to 21. A decision made in accordance with this Article 12.7.1 shall be as valid and effectual as if it has been passed at a meeting duly convened and held, provided the following conditions are complied with:

- (a) approval from at least 75% of the Trustees must be received by the Chair, or if the Chair is unable or unwilling to do so, some other Trustee nominated in advance by the Trustees for that purpose (**Recipient**);
- (b) following receipt of the response from 75% of the Trustees, the Recipient

shall communicate to all of the Trustees by any means whether the resolution has been formally approved by the Trustees in accordance with this Article 12.7.1;

- (c) the date of the decision shall be the date of the communication from the Recipient confirming formal approval; and
- (d) the Recipient prepares a minute of the decision and circulates it to the Trustees and the Clerk.

12.8. A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

### **13. Powers of Trustees**

13.1. The Trustees have the following powers in the administration of the Charity:

13.1.1. to appoint a treasurer, patron and other honorary offices;

13.1.2. to make standing orders, rules and regulations consistent with these Articles and the Act to govern:

- (a) proceedings at general meetings;
- (b) proceedings at meetings of the Board and of committees; and
- (c) the administration of the Charity;

13.1.3. to exercise any powers of the Charity which are not reserved to a general meeting.

### **14. Clerk**

14.1. The Trustees shall appoint a competent person to act as Clerk.

14.2. A Trustee is ineligible to serve as Clerk.

14.3. The Trustees may in their absolute discretion remove the Clerk, in which case they shall appoint another competent person.

14.4. The Clerk shall be company secretary of the Charity for the purposes of the Act.

14.5. The Clerk shall be responsible for the following functions:

14.5.1. advising the Charity with regard to the operation of its powers;

14.5.2. advising the Charity with regard to procedural matters;

14.5.3. advising the Charity with regard to the conduct of its business;

14.5.4. advising the Charity with regard to matters of governance practice; and

14.5.5. any other functions delegated by the Board from time to time.

### **15. Executive Principal**

15.1. The Accounting Officer shall have delegated authority from the Board to appoint, appraise, suspend and dismiss an Executive Principal who shall be the chief executive and (subject to the responsibilities of the Board) shall be responsible for the following functions:

15.1.1. making proposals to the Board about the strategic vision and academic strategy;

- 15.1.2. the determination of the institution's (or institutions') academic and other activities;
- 15.1.3. leadership of the staff of the institutions;
- 15.1.4. maintaining student discipline and, within the rules and procedures provided for within these Articles or in standing orders, suspending or expelling students on disciplinary grounds or expelling students for academic reasons; and
- 15.1.5. any other functions delegated by the Board from time to time.

**16. Benefits to the Member and Trustees**

- 16.1. Subject to Articles 16.2 and 16.3, the income and property of the Charity must only be applied to promote the Objects and no part of that income or property may be paid, transferred or applied by way of Benefit to the Member or any Trustee (and any reference to the Member or a Trustee in this Article includes references to any person who is Connected to that Member or Trustee).
- 16.2. In relation to the Member:
  - 16.2.1. the Member may enter into contracts with the Charity and receive reasonable payment for goods or services supplied;
  - 16.2.2. the Member may be paid interest at a reasonable rate on money lent to the Charity;
  - 16.2.3. the Member may be paid a reasonable rent or hiring fee for property let or hired to the Charity; and
  - 16.2.4. the Member may receive any Benefit in its capacity as a beneficiary of the Charity;
- 16.3. A Trustee may receive the following Benefits from the Charity:
  - 16.3.1. reasonable and proper premiums in respect of indemnity insurance provided in accordance with these Articles;
  - 16.3.2. reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) properly incurred in the management and administration of the Charity;
  - 16.3.3. an indemnity in accordance with these Articles;
  - 16.3.4. payment to any company in which a Trustee has no more than a 2% shareholding; and
  - 16.3.5. other payments or benefits permitted by charity law or with the prior consent of the Commission;
  - 16.3.6. interest at a reasonable rate on money lent to the Charity;
  - 16.3.7. a reasonable rent or hiring fee for property let or hired to the Charity;
  - 16.3.8. any Benefit provided to a Trustee in his or her capacity as a beneficiary of the Charity;
  - 16.3.9. in respect of the provision of goods or services in accordance with Article 16.5; and
  - 16.3.10.a Staff Trustee only may receive a benefit pursuant to a contract of employment with the Charity

provided that where any Benefit is provided by the Charity to any Trustee under Article 16.3, the Trustees must comply with the provisions of Article 18 (Declaration of Interests) to



Article 21 (Participation in decision-making).

- 16.4. For the avoidance of doubt, nothing in this Article 16 shall prevent the Charity, in furtherance of the Objects, from conferring a Benefit on another charity of which a Trustee or the Member is a charity trustee or member, provided that it does not confer any Benefit on that Trustee or Member.
- 16.5. Any Trustee may enter into a written contract with the Charity to supply goods or services to the Charity in return for a Benefit but only if:
- 16.5.1. the goods or services are actually required by the Charity;
  - 16.5.2. the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services supplied;
  - 16.5.3. the Trustee has declared his or her Interest in accordance with Article 17 and the Trustees have complied with the procedure in Article 20;
  - 16.5.4. fewer than half of the Trustees are subject to or affected by such a contract in any financial year (and this provision will apply to a Trustee if this Article 16.5 applies to a person who is Connected to that Trustee); and
  - 16.5.5. the services supplied are not services supplied by the Trustee in his / her capacity as a Trustee;
  - 16.5.6. the services supplied are not services supplied by the Trustee under a contract of employment; and
  - 16.5.7. the prior written consent of the Member has been obtained.
- 16.6. A Trustee or Member shall not receive a Benefit from any Subsidiary Company except in accordance with Article 16.2 for the Member or Article 16.3 for a Trustee (all of which apply as if references to the Charity were references to the Subsidiary Company and references to the Articles were to the articles of association of the Subsidiary Company).
- 16.7. Any change to this Article which is or would be a regulated alteration for the purposes of section 198 of the Charities Act 2011 must only be made with the prior written consent of the Commission.

## **17. Declaration of Interests**

- 17.1. Every Trustee has a duty to declare to the Trustees the nature and extent of any Interest which he or she (or any Connected Person) has in any proposed or existing transaction or arrangement with the Charity or any situation or matter in relation to the Charity that is, or possibly may be, a Conflict of Interest.
- 17.2. In the case of any proposed transaction or arrangement with the Charity in which a Trustee (or any Connected Person) is Interested, he or she must declare the nature and extent of the Interest to the Trustees before the Charity enters into the transaction or arrangement.
- 17.3. In the case of any existing transaction or arrangement that has been entered into by the Charity or any situation or matter in relation to the Charity in which a Trustee (or any Connected Person) is Interested, he or she must declare the nature and extent of the Interest to the Trustees as soon as is reasonably practicable.
- 17.4. Any declaration must be made in accordance with the provisions of the Act:
- 17.4.1. at a meeting of the Board; or

- 17.4.2. by notice in writing to the Trustees; or
- 17.4.3. by general notice to the Trustees.
- 17.5. A Trustee is not required to declare an Interest:
  - 17.5.1. where the Trustee is not aware of the Interest (but the Trustee is treated as being aware of matters of which he ought reasonably to be aware); or
  - 17.5.2. where the Trustee is not aware of the transaction or arrangement or situation or matter (but the Trustee is treated as being aware of matters of which he ought reasonably to be aware); or
  - 17.5.3. if, or to the extent that, the other Trustees are already aware of the Interest (or ought reasonably to be aware of the Interest).
- 17.6. The Charity shall maintain a register of all of the Interests declared by the Trustees in accordance with this Article. The Trustees may prepare (and from time to time review) a policy in relation to the declaration and management of Conflicts of Interest.
- 17.7. All Interests declared by the Trustees shall be promptly reported to the Member.

## **18. Conflicts of Interest**

- 18.1. Subject to Articles 20 and 21, a Trustee has a duty under the Act to avoid a transaction or arrangement (including a transaction or arrangement with the Member), situation or matter in which he or she has, or may have, a Conflict of Interest. This duty applies to the exploitation of any property, information or opportunity (and it is immaterial whether the Charity could take advantage of the property, information or opportunity).

## **19. Disapplication in respect of Relevant Matters**

- 19.1. Pursuant to s.181(3) of the Companies Act, the duty referred to in Article 18.1 does not apply to a Conflict of Interest which relates to a Relevant Matter, where the Trustee concerned:
  - 19.1.1. is not a Governor of the Member or, where relevant, a governor, director or trustee of any entity Controlled by the Member; or
  - 19.1.2. has not voted in respect of the Relevant Matter as a Governor of the Member or, where relevant, a governor, director or trustee of any entity Controlled by the Member.

## **20. Authorisation in respect of Relevant Matters**

- 20.1. Where a Trustee of the Charity has or may have a Conflict of Interest in relation to a Relevant Matter which is not dis-applied by Article 19.1, the Relevant Matter Un-conflicted Trustees (and any of the Trustees who are able to act pursuant to Article 19.1) may authorise such Trustee to act, including by:
  - 20.1.1. participating in discussion in relation to the Relevant Matter at the relevant part of any meeting;
  - 20.1.2. receiving information in relation to the Relevant Matter;
  - 20.1.3. counting in the quorum for that part of any meeting during which the Relevant Matter is discussed; and
  - 20.1.4. voting on the Relevant Matter at the relevant part of any meeting;

provided that, in considering whether to give such authorisation, the Relevant Matter Un-

conflicted Trustees shall consider the matters referred to in Article 20.2.

- 20.2. The matters referred to in Article 20.1 are:
- 20.2.1. the nature and extent of the Conflict of Interest and whether it is a conflict of interest or a conflict of duties;
  - 20.2.2. the regulatory obligations in respect of accountability for public funds owed by the Member;
  - 20.2.3. the obligations of the Vice-Chancellor of the Member as Accountable Officer; and
  - 20.2.4. whether authorising the Trustee to act is in the best interests of the Charity.
- 20.3. Where a Trustee of the Charity has or may have a Conflict of Interest in relation to a Relevant Matter which is not authorised under Article 20.1 he or she must:
- 20.3.1. withdraw from that part of any meeting at which the relevant transaction, arrangement, situation or matter is to be discussed unless expressly invited to remain in order to provide information;
  - 20.3.2. not be counted in the quorum for that part of any meeting at which the relevant transaction, arrangement, situation or matter is discussed;
  - 20.3.3. withdraw during the vote and have no vote on the relevant transaction, arrangement, situation or matter; and
  - 20.3.4. not sign any written resolution in relation to the relevant transaction, arrangement, situation or matter (except where required to do so to confirm a resolution of the other Trustees).

## **21. Participation in decision-making in respect of other matters**

- 21.1. This Article 21 applies where the matter in question is not a Relevant Matter. Subject to Article 21.2, if a Trustee's Interest cannot reasonably be regarded as likely to give rise to a Conflict of Interest with or in respect of the Charity, he or she may participate in the decision-making process, be counted in the quorum and vote in relation to the matter.
- 21.2. Any uncertainty about whether a Trustee's Interest can or cannot reasonably be regarded as likely to give rise to a Conflict of Interest with or in respect of the Charity shall be determined by a majority decision of those Trustees who are not so subject to the same Conflict of Interest (the "**un-conflicted Trustees**") and the relevant Trustee shall withdraw from that part of the meeting at which the determination is to be made and shall not be counted in the quorum or vote on the determination.
- 21.3. If a Trustee's Interest gives rise (or could reasonably be regarded as likely to give rise) to a Conflict of Interest with or in respect of the Charity, he or she may not participate in the decision-making process, be counted in the quorum and vote in relation to the transaction, arrangement, situation or matter, unless:
- 21.3.1. the Trustee will or may receive a Benefit permitted by Articles 16.3.1 to 16.3.5; or
  - 21.3.2. a majority of the un-conflicted Trustees decide that it would be in the best interests of the Charity to allow the conflicted Trustee to participate in the decision-making process, be counted in the quorum or vote in relation to the transaction, arrangement, situation or matter, taking into account the matters listed in Article 20.2;
- and in all other circumstances he or she must comply with Article 21.4.
- 21.4. If a Trustee with a Conflict of Interest or duty is required to comply with this Article 21.4, he

or she must:

- 21.4.1. withdraw from that part of any meeting at which the relevant transaction, arrangement, situation or matter is to be discussed unless expressly invited to remain in order to provide information;
  - 21.4.2. not be counted in the quorum for that part of any meeting at which the relevant transaction, arrangement, situation or matter is discussed;
  - 21.4.3. withdraw during the vote and have no vote on the relevant transaction, arrangement, situation or matter; and
  - 21.4.4. not sign any written resolution in relation to the relevant transaction, arrangement, situation or matter (except where required to do so to confirm a resolution of the other Trustees).
- 21.5. The un-conflicted Trustees may also exclude the Trustee from the receipt of information in relation to the relevant transaction, arrangement, situation or matter.
- 21.6. In this Article, references to a Trustee include references to any person who is Connected to that Trustee.

## **22. Records and accounts**

- 22.1. The Trustees must comply with all applicable requirements of the Act and Charities Act 2011) as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies (and if applicable the Commission) of:
- 22.1.1. annual reports;
  - 22.1.2. annual returns (if applicable);
  - 22.1.3. annual confirmation statements; and
  - 22.1.4. annual statements of account.
- 22.2. The Trustees must keep proper records of:
- 22.2.1. all proceedings at general meetings;
  - 22.2.2. all proceedings at meetings of the Board (including a record of all unanimous or majority decisions taken by the Board for at least ten years from the date of the decision recorded);
  - 22.2.3. all reports of committees; and
  - 22.2.4. all professional advice obtained.
- 22.3. Accounting records relating to the Charity must be made available for inspection by any Trustee at any reasonable time during normal office hours.
- 22.4. A copy of the Charity's latest available statement of account must be supplied on request to any Trustee or Member, or to any other person who makes a written request and pays the Charity's reasonable costs, within two months of such request.

## **23. Notices**

- 23.1. Notices, documents, resolutions or information under these Articles may be sent or supplied to Trustees by hand, or by post or by suitable electronic means.
- 23.2. A technical defect in the giving of notice of a meeting of which the Trustees are unaware at the time does not invalidate decisions taken at that meeting.

- 23.3. The Charity may deliver a notice or other document to the Member by:
- 23.3.1. delivering it personally to the Member;
  - 23.3.2. post or hand delivery to the Member's address shown in the register of Members;
  - 23.3.3. electronic mail to an address notified by the Member in writing; or
  - 23.3.4. by means of a website in accordance with Articles 23.4 and 23.5.
- 23.4. Notices, resolutions, documents or information may be sent or supplied to the Member by means of a website provided that the Member has consented to receive notices, resolutions, documents or information in that way. The Member will be deemed to have agreed to receive notices, resolutions, documents and information in this way where they have been asked individually by the Charity to agree to receive notices, resolutions, documents and information through a website and the Charity has not received a response within the period of 28 days beginning with the date on which the Charity's request was sent. The Member is not taken to have so agreed if the Charity's request did not state clearly what the effect of a failure to respond would be, or was sent less than 12 months after a previous request was made.
- 23.5. Where any notice, resolution, document or other information is to be sent or supplied by means of a website, the Member shall be notified in accordance with Articles 23.3.1, 23.3.2 or 23.3.3 of:
- 23.5.1. its presence on the website;
  - 23.5.2. the address of the website;
  - 23.5.3. the place on the website where it may be accessed; and
  - 23.5.4. how to access it.
- 23.6. Any notice, resolution, document or other information sent or supplied by means of a website shall be deemed to have been received by the Member when the notice, resolution, document or other information is first made available on the website or, if later, when the Member is deemed to have received the notification given under Article 23.5 in accordance with the relevant provisions of 23.7.
- 23.7. Subject to Article 23.6, any notice, resolution, document or other information sent or supplied to the Member in accordance with these Articles is to be treated for all purposes as having been received:
- 23.7.1. 24 hours after being sent by electronic means or delivered by hand to the relevant address;
  - 23.7.2. two clear days after being sent by first class post to that address;
  - 23.7.3. three clear days after being sent by second class or overseas post to that address;
  - 23.7.4. on being handed to the authorised representative of the Member personally; or, if earlier
  - 23.7.5. as soon as the Member acknowledges actual receipt.

## **24. Seal**

- 24.1. The Charity may have a common seal and if it has such a seal the seal shall only be affixed pursuant to a resolution of the Board of Trustees and in the presence of one Trustee and the Clerk.

## **25. Indemnity**

- 25.1. The Charity may indemnify any Trustee against any liability incurred by him or her in that capacity, to the extent permitted by the Act.

## **26. Dissolution**

- 26.1. If the Charity is dissolved the assets (if any) remaining after provision has been made for all its liabilities must be applied by the Trustees in the following ways:
- 26.1.1. by transfer to one or more other bodies established for exclusively charitable purposes which the Member in its absolute discretion considers are within, the same as or similar to the Objects; and (subject thereto)
  - 26.1.2. directly for the Objects or charitable purposes within or similar to the Objects; and (subject thereto) at the discretion of the Member;
  - 26.1.3. in such other manner consistent with charitable status as the Commission may approve in writing in advance.
- 26.2. Nothing in these Articles shall authorise an application of the property of the Charity for purposes which are not charitable in accordance with section 7 of the Charities and Trustees Investment (Scotland) Act 2005 and / or section 2 of the Charities Act (Northern Ireland) 2008.
- 26.3. If the Charity is a registered charity, a final report and statement of account must be sent to the Commission.

## **27. Model articles**

- 27.1. The model articles for private companies limited by guarantee contained in schedule 2 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) shall not apply to the Charity.

## **28. Copies of Articles**

- 28.1. A copy of these Articles shall be given free of charge to every Trustee, and at a cost not exceeding the copying or free of charge to anyone else who requests them and a copy shall be available on request at the institution(s) during normal office hours.

## **29. Amendment of Articles**

- 29.1. The Member may amend or replace these Articles by special resolution in accordance with the provisions of the Act, provided that no amendment, addition or alteration shall be made that would result in the Charity ceasing to be a charity and that the consent of the Charity Commission has been obtained where required by charity law.

## **30. Change of name**

- 30.1. The Member may change the name of the Charity with the approval of the Secretary of State for Education.

### 31. Interpretation

#### 31.1. In these Articles:

**the Act:** means the Companies Act 2006 and any provisions of the Companies Act 1985 for the time being in force

**these Articles:** means these articles of association

**authorised representative:** means an individual who is authorised in writing by the Member to act on its behalf at meetings of the Charity and whose name is given to the Clerk

**Benefit:** means any payment of money or the provision or other application of any other direct or indirect benefit in money or money's worth

**Board:** means the board of trustees of the Charity

**Chair:** means the Chair of the Board appointed in accordance with Article 9.16

**the Charity:** means the company governed by these Articles

**charity trustee:** has the meaning prescribed by section 177 of the Charities Act 2011

**clear day:** means 24 hours from midnight following the relevant event

**Clerk:** means the clerk of the Charity and company secretary of the Charity appointed under article 14

**the Commission:** means the Charity Commission for England and Wales

**Conflict of Interest:** means any Interest of a Trustee (or any person Connected to a Trustee) that conflicts, or may conflict, with the interests of the Charity and includes a conflict of interest and duty and a conflict of duties

**Connected Person:** means any person falling within one of the following categories:

- (a) any spouse or civil partner of a Trustee;
- (b) any parent, child, brother, sister, grandparent or grandchild of a Trustee who is financially dependent on such Trustee or Member or on whom the Trustee or Member is financially dependent;
- (c) the spouse or civil partner of any person in (b);
- (d) any other person in a relationship with a Trustee which may reasonably be regarded as equivalent to that of a spouse or civil partner; or
- (e) any company, LLP or partnership of which a Trustee or Member is a paid director, member, partner or employee or a holder of more than 2% of the share capital or capital; and

any person who is a Connected Person in relation to any Trustee or Member is referred to in these Articles as **Connected** to that Trustee or Member

**Controlled:** means:

- (f) a company which would meet the definition of a Subsidiary Company if the reference to the Charity in that definition is read as a reference to the Member; or

- (g) any other entity in which the Member has the right to exercise more than 50% of the voting rights; or
- (h) any other entity in which the Member has a right to nominate more than 50% of the trustees, governors or directors.

**Executive Principal:** means the individual acting as principal of the further education college operated by the Charity from time to time and appointed by the accounting officer for the Charity and who has primary responsibility for the college's academic delivery and academic outcomes

**Governor:** means a governor of LSBU

**Interest:** means any direct or indirect interest (and includes any interest a Trustee or any person Connected to a Trustee may have as a consequence of any duty he or she may owe to any other person) and where a Trustee (or any person Connected to a Trustee) has any such interest in any matter or situation or transaction or arrangement the Trustee is **Interested** in it

**LSBU:** has the meaning given in Article 6.2

**Member** means, subject to Article 6.4, LSBU and **Membership** refers to LSBU for the purposes of, and as defined by, the Act and its membership of the Charity

**month:** means calendar month

**Relevant Matter:** means a transaction or arrangement between the Charity and the Member or any entity Controlled by the Member or any other situation or matter which relates to the relationship between the Charity and the Member or any entity Controlled by the Member

**Relevant Matter Un-conflicted Trustee:** means a director who is not subject to a Conflict of Interest in respect of a Relevant Matter

**Subsidiary Company:** means any company in which the Charity holds:

- (i) more than 50% of the shares; or
- (j) more than 50% of the voting rights attached to the shares; or
- (k) the right to appoint one or more of the directors.

**taxable trading:** means carrying on a trade or business in such manner or on such a scale that some or all of the profits are subject to corporation tax

**Trustee:** means each of the directors of the Charity under the Act (and **Trustees** means all of the directors)

**written or in writing:** refers to a legible document on paper (including a fax message) or in electronic form (including an email)

**year:** means calendar year.

31.2. Expressions defined in the Act have the same meaning.

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



**Dated**

**2018**

## **Governance Agreement**

between

**South Bank Colleges**

and

**London South Bank University**

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## Parties

- (1) **South Bank Colleges**, a charitable company limited by guarantee registered with company number [ ], whose registered office is at [Clapham Common South Side, London, SW4 9BL] (**SBC**); and
- (2) **London South Bank University**, an exempt charitable company limited by guarantee registered with company number 00986761, whose registered office is at 103 Borough Road, London, SE1 0AA (**LSBU**).

## Background

- (A) LSBU operates a university in south London, as well as a number of other educational institutions.
- (B) SBC has been established by LSBU to operate a further education college which is to be designated by the Secretary of State for Education pursuant to section 28 Further and Higher Education Act 1992 and to which the assets and liabilities of Lambeth College Corporation are to be transferred.
- (C) LSBU is the sole member of SBC.
- (D) The parties have agreed that LSBU and SBC can each best achieve their educational objectives by cooperating with each other in order to:
  - (a) provide the best possible education outcomes and student experience for their respective students and the local community more generally, in particular by ensuring that there are clear learning pathways between SBC and LSBU and other educational institutes to allow students to progress their education; and
  - (b) make the best use of their respective resources.
- (E) The parties wish to set out the terms on which LSBU and the SBC Board will work together to operate SBC. In particular the parties wish to set out the matters which will be subject to the prior written consent of LSBU. The parties intend that this Agreement will allow LSBU to administer SBC for the purposes of the Charities Act 2011 so that SBC shall thereby be an exempt charity.
- (F) Whilst this Agreement is in force the provisions of the Articles will apply subject to the terms of this Agreement.

## 1 Interpretation

- 1.1 The definitions and rules of interpretation in this clause apply in this Agreement.

**Accounting Officer:** the accounting officer for SBC, who shall be the Vice Chancellor.

**Articles** the articles of association of SBC (or such other governing document as shall be in place from time to time).

**Business Day:** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

**Common Educational** the high level framework determined by LSBU and establishing the

<b>Framework:</b>	pedagogic approach across the LSBU group.
<b>Completion:</b>	means the completion of a transfer agreement to be made between Lambeth College Corporation and SBC documenting the transfer of the assets and liabilities of Lambeth College Corporation to SBC.
<b>ESFA</b>	The Education and Skills Funding Agency (and any successor body thereto).
<b>Encumbrance:</b>	any interest or equity of any person (including any right to acquire, option or right of pre-emption) or any mortgage, charge, pledge, lien, assignment, hypothecation, security interest, title retention or any other security agreement or arrangement.
<b>Executive Principal:</b>	the individual acting as principal of the further education college operated by SBC from time to time and appointed in accordance with clause 4 and who has primary responsibility for the college's academic delivery and academic outcomes.
<b>Group:</b>	in relation to a company, that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company.
<b>Intellectual Property Rights:</b>	patents, utility models, rights to inventions, copyright and neighbouring and related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
<b>Joint Executive Meetings:</b>	meetings between the Executive Principal, SBC Executives and executives of LSBU relating to the operation of SBC.
<b>Lambeth College Corporation:</b>	a statutory corporation established under the Further and Higher Education Act 1992 which operates the further education college known as Lambeth College whose principal place of business is Clapham Common South Side, London, SW4 9BL which is to be dissolved on or around [1 August 2018].
<b>LSBU Brand:</b>	the names "London South Bank University", "LSBU", other names used by LSBU and its Group, and all associated crests, images and graphics.
<b>Mission and</b>	the high level mission and overarching strategy for the LSBU Group

**Overarching Strategy:** (including for SBC) as determined by LSBU from time to time.

**SBC Academic Strategy and Roadmap:** the local strategic vision for SBC developed and overseen by the SBC Board which sets out the academic strategy for SBC and in particular demonstrates how SBC will contribute to the Mission and Overarching Strategy and how it fits in with the Common Educational Framework and which will set out performance indicators (which must be agreed in writing with LSBU) against which progress can be monitored.

**SBC Board:** the board of trustees of SBC from time to time.

**SBC Executives:** the executives responsible for the management and oversight of the education provided to SBC's learners, who shall be determined by LSBU from time to time

**Transition Board:** the Transition Board responsible for the successful implementation of this Agreement, collaboration between LSBU and SBC and the successful integration of the further education college operated by Lambeth College Corporation prior to Completion.

**Vice Chancellor:** the individual appointed as the Vice-Chancellor of LSBU from time to time and who at the date of this Agreement is Professor David Phoenix.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3 The Schedules (if any) form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this **Agreement** includes the Schedules.
- 1.4 References to clauses and Schedules are to the clauses and Schedules of this Agreement and references to paragraphs are to paragraphs of the Schedules.
- 1.5 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.
- 1.6 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.7 A reference to a **holding company** or a **subsidiary** means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006.
- 1.8 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.9 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.10 A reference to any **party** shall include that party's personal representatives, successors and permitted assigns.

- 1.11 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.12 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.13 A reference to **writing** or **written** includes fax but not e-mail.
- 1.14 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.15 A reference to **this Agreement** or to **any other agreement or document referred to in this Agreement** is a reference to this agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this Agreement) from time to time.
- 1.16 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.17 Any reference to this Agreement terminating shall, where the context requires, include a reference to this Agreement terminating by expiry.

## 2 **Commencement and duration**

- 2.1 This Agreement shall commence on Completion and shall continue in force until terminated in accordance with this Agreement.

## 3 **SBC obligations**

- 3.1 From Completion SBC shall:
  - 3.1.1 carry on a further education college for the benefit of adults and young people in south London subject to the terms of this Agreement and its funding agreement with the Education and Skills Funding Agency; and
  - 3.1.2 comply with the Articles.
- 3.2 At Completion (or, in relation to the Mission and Overarching Strategy and Common Educational Framework, as soon as reasonably practicable after their adoption by LSBU), SBC shall:
  - 3.2.1 adopt the Mission and Overarching Strategy;
  - 3.2.2 adopt the Common Educational Framework;
  - 3.2.3 appoint the Vice Chancellor as the accounting officer for SBC;
  - 3.2.4 comply with its obligations in clause 4 in relation to the Executive Principal; and
  - 3.2.5 commence development of the SBC Academic Strategy and Roadmap and ensure that it is adopted by the end of [September 2018].
- 3.3 From Completion and until termination of this Agreement, SBC shall:
  - 3.3.1 adopt any updated or amended Mission and Overarching Strategy provided by LSBU from time to time;

- 3.3.2 adopt any updated or amended Common Educational Framework provided by LSBU from time to time;
- 3.3.3 appoint any new Vice Chancellor as Accounting Officer;
- 3.3.4 review and update the SBC Academic Strategy and Roadmap annually or as is required from time to time;
- 3.3.5 report in writing on progress within the SBC Academic Strategy and Roadmap to LSBU and, in particular, progress against the performance indicators contained within it on at least an annual basis;
- 3.3.6 work with LSBU to provide clear learning pathways for its students to match their needs, styles and aspirations and, in particular, ensure that the design of its curriculum allows for students to progress to courses at LSBU, which should be sufficiently signposted to learners;
- 3.3.7 comply with its obligations in clause 4 in relation to any new Executive Principal;
- 3.3.8 procure that the Executive Principal and SBC Executives attend Joint Executive Meetings and meetings of the Transition Board;
- 3.3.9 carry out and provide all functions and services using reasonable care and skill and in accordance with good industry practice and so as to comply with all applicable laws;
- 3.3.10 provide to LSBU such information as LSBU may from time to time reasonably request, including reporting to LSBU in such format and at such intervals as LSBU shall from time to time reasonably require; and
- 3.3.11 prepare, adopt and regularly review (in the light of best practice in the sector) a conflict of interests policy which sets out the responsibilities of the members of the SBC Board (and LSBU shall have the right to determine the form of such policy).

#### **4 The Executive Principal**

- 4.1 The Executive Principal shall be appointed, appraised, suspended and dismissed by the Accounting Officer, who shall have delegated authority from the SBC Board to make such decisions under the Articles.
- 4.2 At LSBU's discretion, the Executive Principal may also be a member of the LSBU executive team and may also carry out such duties in relation to LSBU as LSBU may from time to time determine.
- 4.3 The Executive Principal shall be primarily responsible for ensuring that SBC provides high quality education to its learners and for discharging such other duties in relation to LSBU as LSBU shall determine from time to time.

#### **5 LSBU Obligations**

- 5.1 At Completion (or as soon as reasonably practicable following Completion) LSBU shall:
  - 5.1.1 adopt the Mission and Overarching Strategy;
  - 5.1.2 adopt the Common Educational Framework;

- 5.2 From Completion and until termination of this Agreement LSBU shall, from time to time:
- 5.2.1 work with SBC to provide clear learning pathways for SBC's students to match their needs, styles and aspirations;
  - 5.2.2 procure that all relevant LSBU executives attend Joint Executive Meetings and meetings of the Transition Board; and
  - 5.2.3 review and update the Mission and Overarching Strategy and Common Educational Framework from time to time.

## 6 **Funding**

- 6.1 SBC is a designated institution for the purposes of receiving public funding from or via the ESFA and any other funding bodies from which it might receive funding from time to time. SBC will enter into funding agreements with the ESFA in order to receive such funding and will only do so with the prior consent of LSBU. SBC will comply with such funding agreements in all respects.
- 6.2 The parties acknowledge that it is possible that public funding for SBC may be available via LSBU or another member of the LSBU Group and, if that is the case, SBC will enter into and comply with the terms of a funding agreement.
- 6.3 To the extent that SBC requires funding in excess of that provided by the ESFA and/or via any funding agreement with LSBU or another member of the LSBU Group (under clause 6.2), then without prejudice to LSBU's financial stability which prohibits LSBU providing a guarantee of funding and subject always to LSBU's financial position, LSBU will look to support SBC. If funding may be required then LSBU and SBC shall seek to agree how, if at all, such funding will be sourced and structured.

## 7 **Actions of SBC requiring LSBU consent**

- 7.1 SBC undertakes to LSBU that it will not without the prior written consent of LSBU (such consent not to be unreasonably withheld or delayed):
- 7.1.1 adopt any business or financial plan or budget;
  - 7.1.2 enter into or incur any borrowing;
  - 7.1.3 enter into or grant any security or other Encumbrance over any property owned by SBC;
  - 7.1.4 enter into any contract or otherwise incur any liability in excess of £100,000;
  - 7.1.5 enter into any arrangement, contract or transaction outside the normal course of its business or otherwise than on arm's length terms and in particular (but without limitation) entering into any long-term, onerous or unprofitable arrangement, contract or transaction;
  - 7.1.6 engage in, commence, defend or respond to any litigation or pre-action correspondence or enter into any settlement negotiations with a value in excess of £10,000;
  - 7.1.7 dispose of any assets outside the ordinary course of business;



- 7.1.8 change the nature of SBC's activities following Completion or commence any new activities;
- 7.1.9 use the LSBU Branding;
- 7.1.10 purport to dismiss or terminate the employment of the Executive Principal;
- 7.1.11 take any action or step in relation to the dissolution of SBC;
- 7.1.12 set up any subsidiaries;
- 7.1.13 enter into any partnerships or joint ventures;
- 7.1.14 support, administer or set up any charities;
- 7.1.15 affiliate or merge with any charity or other entity;
- 7.1.16 change its investment policy;
- 7.1.17 enter into any licence or sponsorship agreement;
- 7.1.18 adopt any policy or procedure which is incompatible with or contrary to law or the policies and procedures of LSBU;
- 7.1.19 appoint any firm of auditors other than the auditors to LSBU;
- 7.1.20 approve the constitution of any student union;
- 7.1.21 approve (or make any material variation to) the form of any student contract and the policies and procedures applicable to students;
- 7.1.22 approve (or make any material variation to) any agreement between SBC and any trade union;
- 7.1.23 approve (or make any material variation to) the level, amount and terms of any insurance;
- 7.1.24 approve the form of employment contracts used to hire staff; and
- 7.1.25 enter into any funding agreements with the ESFA.

## **8 Future Collaboration**

- 8.1 The parties acknowledge that they may enter into further arrangements relating to:
  - 8.1.1 the provision of shared services or facilities;
  - 8.1.2 the sharing of learners' data subject to all applicable laws;
  - 8.1.3 the development of joint policies;
  - 8.1.4 the secondment of staff;
  - 8.1.5 subject to clause 11, the transfer of Intellectual Property Rights; and
  - 8.1.6 such other arrangements as they consider necessary in order to further their respective educational objectives.

## 9 Confidentiality

9.1 **Confidential information** means all confidential information (however recorded or preserved) disclosed by a party or its Representatives (as defined below) to the other party and that party's Representatives whether before or after the date of this Agreement in connection with this Agreement and/or the subject matter of this Agreement, including but not limited to:

9.1.1 the existence and terms of this Agreement;

9.1.2 any information that would be regarded as confidential by a reasonable business person relating to:

- (a) the business, affairs, students, suppliers, or plans, intentions, or opportunities of the disclosing party (or of any member of the group of entities to which the disclosing party belongs); and
- (b) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party (or of any member of the group of entities to which the disclosing party belongs); and

9.1.3 any information developed by the parties in the course of carrying out this Agreement.

**Representatives** means, in relation to a party, its employees, officers, representatives and advisers.

9.2 The provisions of this clause shall not apply to any Confidential Information that:

9.2.1 is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this clause); or

9.2.2 was available to the receiving party on a non-confidential basis before disclosure by the disclosing party; or

9.2.3 was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party; or

9.2.4 the parties agree in writing is not confidential or may be disclosed; or

9.2.5 forms part of a public announcement as LSBU may make from time to time in relation to this Agreement and/or the subject matter of this Agreement and/or its relationship with SBC.

9.3 Each party shall keep the other party's Confidential Information confidential and shall not:

9.3.1 use such Confidential Information except for the purpose of exercising or performing its rights and obligations under or in connection with this Agreement and/or the subject matter of this Agreement (**Permitted Purpose**); or

9.3.2 disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause 9.

9.4 A party may disclose the other party's Confidential Information to those of its Representatives who need to know such Confidential Information for the Permitted Purpose, provided that:

- 9.4.1 it informs such Representatives of the confidential nature of the Confidential Information before disclosure; and
- 9.4.2 it procures that its Representatives shall, in relation to any Confidential Information disclosed to them, comply with the obligations set out in this clause as if they were a party to this Agreement;

and it is at all times liable for the failure of any Representatives to comply with the obligations set out in this clause 9.

- 9.5 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority, or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible.
- 9.6 A party may, provided that it has reasonable grounds to believe that the other party is involved in activity that may constitute a criminal offence under the Bribery Act 2010, disclose Confidential Information to the Serious Fraud Office without first informing the other party of such disclosure.
- 9.7 Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in this Agreement are granted to the other party, or to be implied from this Agreement.
- 9.8 On termination of this Agreement, each party shall:
  - 9.8.1 destroy or return to the other party all documents and materials (and any copies) containing, reflecting, incorporating or based on the other party's Confidential Information;
  - 9.8.2 erase all the other party's Confidential Information from computer and communications systems and devices used by it, including such systems and data storage services provided by third parties (to the extent technically and legally practicable); and
  - 9.8.3 certify in writing to the other party that it has complied with the requirements of this clause, provided that a recipient party may retain documents and materials containing, reflecting, incorporating or based on the other party's Confidential Information to the extent required by law or any applicable governmental or regulatory authority. The provisions of this clause shall continue to apply to any such documents and materials retained by a recipient party.
- 9.9 Except as expressly stated in this Agreement, no party makes any express or implied warranty or representation concerning its Confidential Information.
- 9.10 The provisions of this clause 9 shall continue to apply after termination of this Agreement.

## 10 **Data protection**

- 10.1 Each party shall ensure that it complies with the requirements of all legislation and regulatory requirements in force from time to time relating to the use of personal data, including, without limitation, the Data Protection Act 2018 and the General Data Protection Regulation (**DPA**) and any legislation which supersedes them.
- 10.2 Without prejudice to Clause 10.1 neither party shall provide any Personal Data (as that term is defined in the DPA or any legislation which supersedes it) to the other until after they have entered into a data sharing and processing agreement setting out each party's rights and obligations in relation to processing Personal Data.

## 11 Intellectual property

- 11.1 This Agreement does not transfer any interest in or grant any rights in respect of, LSBU's Intellectual Property Rights to SBC. Subject to clause 11.5 below, SBC shall have no rights to use LSBU's Intellectual Property Rights.
- 11.2 This Agreement does not transfer any interest in SBC's Intellectual Property Rights to LSBU.
- 11.3 The parties shall, prior to any use of LSBU's brand of trade mark by SBC, enter into a brand licence agreement.
- 11.4 All Intellectual Property Rights developed or created by a party pursuant to this Agreement shall be owned by that party (**Created IPR**).
- 11.5 Each party grants to the other party a non-exclusive, personal, royalty-free licence during the term of this Agreement to use its Created IPR in the UK in relation to and to the extent strictly necessary for the other party to carry out its obligations in relation to this Agreement.
- 11.6 SBC shall not do, or omit to do, any act that will or may damage any aspect of the LSBU Brand or the goodwill associated with the LSBU Brand, or which may otherwise damage the reputation of LSBU.

## 12 Anti-bribery

- 12.1 SBC shall:
- 12.1.1 comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;
  - 12.1.2 not do anything, or omit to do anything, which would put it in breach of the Bribery Act 2010 or cause LSBU to commit an offence under the Bribery Act 2010;
  - 12.1.3 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
  - 12.1.4 comply with any anti-bribery and anti-corruption policies and procedures notified to SBC by LSBU from time to time;
  - 12.1.5 have and shall maintain in place throughout the duration of this Agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with its obligations under this clause 12, and will enforce them where appropriate;
  - 12.1.6 promptly report to LSBU any request or demand for any undue financial or other advantage of any kind received by it; and
  - 12.1.7 within three months of the date of this agreement, and annually thereafter, certify to LSBU in writing signed by an officer of the Supplier, compliance with this clause 12 by SBC and all persons associated with it under clause 12.2. SBC shall provide such supporting evidence of compliance as LSBU may reasonably request
- 12.2 SBC shall ensure that any person associated with SBC who is performing services, or providing goods, in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on SBC in this clause 12 (**Relevant Terms**). SBC shall be responsible for

the observance and performance by such persons of the Relevant Terms, and shall be directly liable to LSBU for any breach by such persons of any of the Relevant Terms.

12.3 Breach of this clause 12 by SBC shall be a material breach under clause 13.

12.4 LSBU shall:

12.4.1 comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;

12.4.2 not do anything, or omit to do anything, which would put it in breach of the Bribery Act 2010 or cause SBC to commit an offence under the Bribery Act 2010;

12.4.3 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK; and

12.4.4 have and shall maintain in place throughout the duration of this Agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with its obligations under this clause 12, and will enforce them where appropriate.

12.5 For the purpose of this clause 12, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of this clause 12 a person associated with a party includes, but is not limited to, any subcontractor of that party.

### 13 Termination

13.1 This Agreement shall immediately terminate in the event that LSBU ceases to be the sole member of SBC.

13.2 The parties may terminate this Agreement at any time by mutual consent.

13.3 Without affecting any other right or remedy available to it, LSBU may terminate this Agreement with immediate effect by giving written notice to SBC:

13.3.1 if at any time LSBU no longer has the right to nominate 50% of the members of the SBC Board in the Articles;

13.3.2 if at any time LSBU is satisfied that SBC has insufficient funds to continue to operate a further education college (subject to clause 6);

13.3.3 if SBC commits a material breach of any term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;

13.3.4 if SBC repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;

13.3.5 SBC suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts;

- 13.3.6 if SBC commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
- 13.3.7 if a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of SBC;
- 13.3.8 if the holder of a qualifying floating charge over the assets of SBC has become entitled to appoint or has appointed an administrative receiver;
- 13.3.9 if a person becomes entitled to appoint a receiver over the assets of SBC or a receiver is appointed over the assets of the other party;
- 13.3.10 if a creditor or encumbrancer of SBC attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
- 13.3.11 if any event occurs, or proceeding is taken, with respect to SBC in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 13.3.5 to clause 13.3.10 (inclusive);
- 13.3.12 if SBC suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
- 13.3.13 if there is a change of control of SBC;
- 13.3.14 if LSBU is required to terminate or shorten this Agreement following any final decision of any court, tribunal or decision making body and which is not subject to any appeal or potential appeal; or
- 13.3.15 in accordance with clause 15.
- 13.4 Without affecting any other right or remedy available to it, LSBU may terminate this Agreement on giving not less than six months' written notice to SBC.
- 13.5 Without affecting any other right or remedy available to it, SBC may terminate this Agreement with immediate effect by giving written notice to LSBU:
  - 13.5.1 if LSBU commits a material breach of any term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
  - 13.5.2 LSBU suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits its inability to pay its debts;
  - 13.5.3 If LSBU commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of LSBU with one or more other companies or the solvent reconstruction of LSBU;
  - 13.5.4 if a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of LSBU other than for the sole purpose of a scheme for a solvent amalgamation of LSBU with one or more other companies or the solvent reconstruction of LSBU;

- 13.5.5 if an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over LSBU;
  - 13.5.6 if the holder of a qualifying floating charge over the assets of LSBU has become entitled to appoint or has appointed an administrative receiver;
  - 13.5.7 if a person becomes entitled to appoint a receiver over the assets of LSBU or a receiver is appointed over the assets of LSBU;
  - 13.5.8 if a creditor or encumbrancer of LSBU attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of LSBU's assets and such attachment or process is not discharged within 14 days;
  - 13.5.9 if any event occurs, or proceeding is taken, with respect to LSBU in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 13.3.5 to clause 13.3.10 (inclusive);
  - 13.5.10 if LSBU suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;
  - 13.5.11 if SBC is required to terminate or shorten this Agreement following any final decision of any court, tribunal or decision making body and which is not subject to any appeal or potential appeal; or
  - 13.5.12 in accordance with clause 15.
- 13.6 For the purposes of clause 13.3.3 and 13.5.1, **material breach** means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the terminating party would otherwise derive from a substantial portion of this Agreement.

## 14 **Consequences of termination**

- 14.1 On termination of this Agreement, the following clauses shall continue in force:
- 14.1.1 Clause 1 (Interpretation);
  - 14.1.2 Clause 9 (Confidentiality)
  - 14.1.3 Clause 10 (Data protection);
  - 14.1.4 Clause 11 (Intellectual property);
  - 14.1.5 Clause 12 (Consequences of termination);
  - 14.1.6 Clause 15 (Force majeure);
  - 14.1.7 Clause 18 (Notices);
  - 14.1.8 Clause 19 (Severance);
  - 14.1.9 Clause 20 (No partnership or agency);
  - 14.1.10 Clause 21 (Rights and remedies);
  - 14.1.11 Clause 22 (Waiver);
  - 14.1.12 Clause 24 (Third party rights);

- 14.1.13 Clause 27 (Entire agreement);
- 14.1.14 Clause 28 (Governing law); and
- 14.1.15 Clause 29 (Jurisdiction).
- 14.2 Termination of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination.
- 15 Force majeure**
- 15.1 Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for one month, the party not affected may terminate this Agreement by giving one month's written notice to the affected party.
- 16 Assignment and other dealings**
- 16.1 Subject to clause 16.2, neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Agreement without the prior written consent of the other party.
- 16.2 LSBU may assign or subcontract any or all of its rights and obligations under this Agreement to a member of its Group.
- 17 Variation**
- 17.1 No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 18 Notices**
- 18.1 A notice given to a party under or in connection with this Agreement:
- 18.1.1 shall be in writing and in English (or be accompanied by an accurate translation into English);
- 18.1.2 shall be sent to the relevant party for the attention of the contact and to the address specified in clause 18.2, or such other address, fax number or person as that party may notify to the others in accordance with the provisions of this clause 18;
- 18.1.3 shall be:
- (a) delivered by hand; or
  - (b) sent by pre-paid first class post, recorded delivery or special delivery; or
  - (c) sent by airmail or by reputable international overnight courier (if the notice is to be served by post to an address outside the country from which it is sent); and
  - (d) is deemed received as set out in clause 18.4.
- 18.2 The addresses for service of notices on the parties are:



- 18.2.1 LSBU
- (a) address: 103 Borough Road, London, SE1 0AA
  - (b) for the attention of: University Secretary
- 18.2.2 SBC
- (a) address: [Clapham Common South Side, London, SW4 9BL]
  - (b) for the attention of: [the Clerk]
- 18.3 A party may change its details for service of notices as specified in clause 18.2 by giving notice to each of the other parties, provided that the address for service is an address in the UK following any change. Any change notified pursuant to this clause shall take effect at 9.00 am on the later of:
- 18.3.1 the date (if any) specified in the notice as the effective date for the change; or
  - 18.3.2 five Business Days after deemed receipt of the notice of change.
- 18.4 Delivery of a notice is deemed to have taken place (provided that all other requirements in this clause have been satisfied):
- 18.4.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the address; or
  - 18.4.2 if sent by pre-paid first class post, recorded delivery or special delivery to an address in the UK, at 9.00 am on the second Business Day after posting; or
  - 18.4.3 if sent by pre-paid airmail to an address outside the country from which it is sent, at 9.00 am on the fifth Business Day after posting; or
  - 18.4.4 if sent by reputable international overnight courier to an address outside the country from which it is sent, on signature of a delivery receipt or at the time the notice is left at the address; or
  - 18.4.5 if deemed receipt under the previous paragraphs of this clause 18.4 would occur outside business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is not a public holiday in the place of receipt), at 9.00 am on the day when business next starts in the place of deemed receipt. For the purposes of this clause, all references to time are to local time in the place of deemed receipt.
- 18.5 To prove service, it is sufficient to prove that:
- 18.5.1 if delivered by hand or by reputable international overnight courier, the notice was delivered to the correct address; or
  - 18.5.2 if sent by fax, a transmission report was received confirming that the notice was successfully transmitted to the correct fax number; or
  - 18.5.3 if sent by post or by airmail, the envelope containing the notice was properly addressed, paid for and posted.
- 18.6 This clause 18 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 18.7 A notice given under or in connection with this Agreement is not valid if sent by email.

## 19 **Severance**

- 19.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.
- 19.2 If any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

## 20 **No partnership or agency**

- 20.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 20.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

## 21 **Rights and remedies**

- 21.1 The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

## 22 **Waiver**

- 22.1 A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.
- 22.2 A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

## 23 **Counterparts**

- 23.1 This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one Agreement.

## 24 **Third party rights**

- 24.1 A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- 24.2 The rights of the parties to rescind or vary this Agreement are not subject to the consent of any other person.

## 25 **Further assurance**

- 25.1 At its own expense, each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Agreement.

26 **Costs**

26.1 Each party shall pay its own costs incurred in connection with the negotiation, preparation, and execution of this Agreement and any documents referred to in it.

27 **Entire agreement**

27.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter.

27.2 Each party agrees that it shall have no remedies in respect of any representation or warranty (whether made innocently or negligently) that is not set out in this Agreement. No party shall have any claim for innocent or negligent misrepresentation based on any statement in this Agreement.

28 **Governing law**

28.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

29 **Jurisdiction**

29.1 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

Executed by **South Bank Colleges**, acting by a director

.....

Signature of director

Executed by **London South Bank University**, acting by a director

.....

Signature of director

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6th August 2018

Asset Deed  
relating to  
South Bank Colleges

The Secretary of State for Education/Education and Skills Funding  
Agency<sup>(1)</sup>  
London South Bank University<sup>(2)</sup> and  
South Bank Colleges<sup>(3)</sup>

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DATE 6th August 2018

**PARTIES**

- (1) The Secretary of State for Education/Education and Skills Funding Agency of Sanctuary Buildings, Great Smith Street, London SW10 3BT (**SoS**)
- (2) London South Bank University a higher education institution and an exempt charitable company limited by guarantee (registered company number 00986761) whose principal office is at 103 Borough Road, London, SE1 0AA (**University**)
- (3) South Bank Colleges, an exempt charitable company limited by guarantee (registered company number 11495376 whose registered office is at 103 Borough Road, London, SE1 0AA (**Subsidiary**)

together the **Parties**.

**BACKGROUND**

- (A) The Corporation intends to transfer its assets and undertaking to the Subsidiary, being a wholly owned subsidiary of the University with effect from the Transfer Date.
- (B) The SoS will by order designate the institution to be conducted by the Subsidiary for the purposes of section 28 Further and Higher Education Act 1992 with effect from 12 November 2018 or such other date as the order of the SoS shall specify.
- (C) The Parties have agreed to enter into this asset deed (**Asset Deed**) for the purpose of protecting the continued use of the Assets for further education within the Local Area.
- (D) The Parties acknowledge the Initial Valuation attributable to the Assets.
- (E) The Parties' current intention is that the Subsidiary will dispose of part of the Clapham Site

**AGREED TERMS**

**1. DEFINITIONS AND INTERPRETATION**

1.1 The definitions and rules of interpretation in Clause 1 apply:

**Agreed Disposal** the proposed disposal by the Subsidiary of part of the Clapham Site in respect of which the Conditional Grant Agreement requires the Subsidiary to make an overage payment to the SoS subject to and dependent on the sale price which is achieved

**Assets** the land and buildings of the institution that the Corporation will transfer to the Subsidiary on the Transfer Date as more particularly described at Schedule 1

**Authorised Recipient** either

- (a) a further education corporation; or
- (b) a sixth form college corporation; or
- (c) a charitable entity with the same or similar objectives to the Subsidiary's Objectives; or
- (d) a higher education institution with exclusively charitable

	objectives
<b>business day</b>	means a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business
<b>Conditional Grant Agreement</b>	the agreement to be entered into between the SoS and the Subsidiary under which the SoS will grant to the Subsidiary the sum of up to £13,868,000 (thirteen million eight hundred and sixty eight thousand pounds) subject to overage arrangements pursuant to which the Subsidiary will be obliged to repay some or all of the grant if the Subsidiary receives a specified sum in consideration of the Agreed Disposal of the Clapham Site
<b>Clapham Site</b>	the property at Clapham Common South Side, London SW4 9BL registered with title number TGL150604
<b>Corporation</b>	Lambeth College, a further education corporation whose principal office is at Clapham Common South side, London , SW4 9BL
<b>Costs</b>	all reasonable costs, expenses, legal costs, and all other reasonable professional costs and expenses suffered or incurred by the SoS and arising under clause 10
<b>Guaranteed Obligations</b>	all monies, debts and liabilities of any nature from time to time due or owing from or incurred by the Subsidiary to the SoS pursuant to this Deed including but not limited to the Repayment and the Costs
<b>Initial Valuation</b>	the valuation of the Assets as contained in the valuation reports prepared by BNP Paribas Real Estate dated December 2017 provided in Schedule 3
<b>Institution</b>	the further education institution operated by the Subsidiary on and from the Transfer Date
<b>Insured Risks</b>	fire, lightning, explosion, earthquake, storm, tempest, flood, subsidence, landslip, heave, impact, terrorism, bursting or overflowing of water tanks and pipes, damage by aircraft and other aerial devices or articles dropped therefrom, riot and civil commotion, labour disturbance and malicious damage and such other risks as the Subsidiary insurers against from time to time subject in all cases to any exclusions or limitations as may from time to time be imposed by the insurers, provided that if in respect of any period of time the Subsidiary is unable to effect insurance against any one or more of such risks or upon terms or at a premium which the Subsidiary considers reasonable then during such period such risks are deemed to be excluded from the definition of Insured Risks
<b>Latest Valuation</b>	the Initial Valuation until the fifth anniversary of the Transfer Date and the Revised Valuation thereafter
<b>Local Area</b>	the area comprising the London borough of Lambeth as at the date of this Asset Deed
<b>Subsidiary's Objectives</b>	the charitable purposes of the Subsidiary as expressed in its articles of association being the advancement of education for the public benefit by providing full time and part time courses of education at all levels including: <p>(a) further education (as defined in section 2(3) of the Education Act</p>



1996);

(b) higher education (as defined in Schedule 6 of the Education Reform Act 1988); and

(c) secondary education (as defined in sections 18(1)(aa) and 18(1)(ab) Further and Higher Education Act 1992

<b>Reinstatement Value</b>	the full cost of reinstating the Assets including temporarily making the Assets safe and protecting any adjoining structures, debris removal demolition and site clearance, obtaining planning and any other requisite consents or approvals, complying with the requirements of any law, architects' surveyors' and other fees incurred by the Subsidiary in relation to the reinstatement, all construction costs, any VAT chargeable on any of the reinstatement costs save where the Subsidiary is able to recover such VAT as an input in relation to supplies made by the Subsidiary)
<b>Repayment</b>	a sum equal to any reduction in value of the Assets as determined by a Surveyor in accordance with clause 10
<b>Replacement Assets</b>	land and buildings acquired by the Subsidiary to replace the Assets or part of the Assets in accordance with clause 5
<b>Restriction</b>	no disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the Secretary of State for Education of Sanctuary Buildings, Great Smith Street, London SW10 3BT or his or her conveyancer
<b>Revised Schedule of Condition</b>	such updated schedule of condition containing photographs of the condition of the Assets as is attached to a Revised Valuation from time to time
<b>Revised Valuation</b>	the most recent open market valuation of the Assets for educational use procured by the Subsidiary in accordance with clause 3.8 or procured by the SoS in accordance with clause 6.4.3 or 10
<b>Schedule of Condition</b>	the condition of the Assets as described in the "Estates Conditions Appraisal" provided in Schedule 2
<b>Surveyor</b>	a person who is a fellow or professional associate of the Royal Institution of Chartered Surveyors and is reasonably believed by the directors of the Subsidiary to have ability in, and experience of, the valuation of land and buildings of the particular kind, and in the particular area, in question
<b>Transfer Agreement</b>	the transfer agreement to be made between the Corporation and the Subsidiary relating to the transfer of the Corporation's assets (including the Assets) and liabilities
<b>Transfer Date</b>	the date upon which the Corporation transfers the Assets to the Subsidiary as more particularly described in the Transfer Agreement

## **2. ESTABLISHMENT**

- 2.1 The Subsidiary is established as a charitable company limited by guarantee with exempt charitable status to further the Subsidiary's Objectives.

### **3. ACQUISITION & USE OF ASSETS**

3.1 The Subsidiary shall acquire the Assets on the Transfer Date.

3.2 The Subsidiary shall:

3.2.1 use the Assets only in furtherance of the Subsidiary's Objectives and principally (meaning, subject to clause 3.9, more than 80% of provision) for the provision of further education and/or 14-16 education; and

3.2.2 ensure that more than 50% of the Assets (or Replacement Assets) are located within the Local Area.

3.3 For the purposes of clause 3.2.1 above, "provision" refers to the curriculum offered and provided to learners attending the Institution.

3.4 For the avoidance of doubt:

3.4.1 clauses 3.2 and 3.3 above shall apply solely to the Assets on transfer (and any Replacement Assets, as the case may be); and

3.4.2 the learners attending the Institution may be drawn from both inside and outside of the Local Area.

3.5 The Subsidiary shall ensure the Assets are kept clean, tidy and in good repair and condition except that the Subsidiary shall not be required to put the Assets into any better state of repair or condition than they were in at the date of this Asset Deed as evidenced by the Schedule of Condition and solely in relation to any Replacement Assets, as evidenced by any Revised Schedule of Condition.

3.6 The Subsidiary covenants with the SoS:

3.6.1 to keep the Assets insured with a reputable insurer against loss or damage by the Insured Risks in the sum the Subsidiary is advised represents the Reinstatement Value of the Assets from time to time;

3.6.2 to pay the premiums for insurance promptly as they become due and maintain in force the policies of insurance on the Assets;

3.6.3 following the incidence of damage to or destruction of the Assets or any of the Assets and subject to receipt of all necessary consents licences permissions and the like to apply the proceeds of the policy of insurance for those purposes of rebuilding and reinstating the Assets (or any of the Assets) (provided that this covenant should be satisfied if the Subsidiary provides premises not necessarily identical to the Assets as the same existing prior to such damage or destruction occurring) as soon as may be reasonably practicable;

3.6.4 to produce to the SoS a copy of the insurance policy whenever reasonably requested and the receipt for the last premium paid or other evidence of renewal and up to date details of the amount of cover( but no more often than once in any period of twelve months in both cases); and

3.6.5 not knowingly do anything whereby any policy of insurance relating to the Assets may become void or voidable.

3.7 The Subsidiary may only dispose of the Assets or part of the Assets in accordance with clauses 5 (Replacement) 6 (Disposal) or 7 (Transfer of Undertaking) or 8 (Dissolution) of this Asset Deed.

3.8 The Subsidiary shall procure a Revised Valuation of the Assets on the fifth anniversary of the Transfer Date and every fifth anniversary thereafter and a Revised Schedule of Condition shall be appended to the Revised Valuation and retained with this Asset Deed.

3.9 If there is a significant change in government further education policy and as a result the Subsidiary is, in the reasonable opinion of the SoS, disadvantaged by the limitations imposed by clause 3.2.1 on its use of the Assets to deliver higher education provision, the SoS shall review the meaning of 'principally' in clause 3.2.1.

#### **4. RESTRICTION**

4.1 The Subsidiary must:

4.1.1 within 28 days of the Transfer Date apply to the Land Registry to register the Restriction in the proprietorship register(s) of the Assets;

4.1.2 within 28 days of their date of acquisition apply to the Land Registry to register the Restriction in the proprietorship register(s) of the Replacement Assets;

4.1.3 take any further steps required to ensure that the Restriction is registered on the proprietorship registers of the Assets and Replacement Assets;

4.1.4 promptly confirm to the SoS when a Restriction has been registered and provide the SoS with updated office copy entries for the Assets and/or Replacement Assets;

4.1.5 if it has not registered a Restriction, allow the SoS to do so in its place; and

4.1.6 not, without the SoS' consent, apply to disapply, modify, cancel or remove a Restriction, whether by itself, a holding company, a subsidiary company, agent, or a receiver, administrator or liquidator acting in the name of the Subsidiary.

#### **5. REPLACEMENT OF ASSETS**

5.1 The Subsidiary may replace the Assets or part of the Assets with Replacement Assets provided that:

5.1.1 the Subsidiary engages a Surveyor to value the Assets or part of the Assets to be replaced save that a valuation shall not be required where the Assets have been valued within the preceding twelve months;

5.1.2 the Surveyor confirms to the Subsidiary that the Replacement Assets have a similar or higher value to the Assets or part of the Assets to be replaced;

5.1.3 the directors of the Subsidiary acting reasonably resolve that the Replacement Assets are better suited than the Assets or part of the Assets to furthering the purpose described in clause 3.2.1 above;

5.1.4 the prior written consent of the SoS is obtained by the Subsidiary before any of the Assets or part of the Assets are replaced; and

5.1.5 in accordance with clause 4.1.2 above, the Subsidiary takes all steps necessary to place the Restriction on the registered title of all land forming part of the Replacement Assets.

5.2 The SoS shall not unreasonably withhold or delay his or her consent under clause 5.1.4 where the Subsidiary provides evidence to the satisfaction of the SoS that the Subsidiary has complied with clauses 5.1.1 to 5.1.3 of this Asset Deed. Consent shall be deemed to be given by the SoS if the Subsidiary or the University submits a consent request to the SoS via the Subsidiary's usual contact within the Education and Skills Funding Agency (**ESFA**) (or any successor body thereto) and the SoS does not provide his or her consent to, or request further information from, the

Subsidiary or the University within 28 days of receipt of the consent request by the ESFA (or any successor body thereto) contact.

5.3 Any Replacement Assets shall be deemed to form part of the Assets from the date of their acquisition.

## **6. DISPOSAL OF ASSETS**

6.1 Subject to clause 6.5, the Subsidiary may only dispose of the Assets or part of the Assets (whether by sale or lease or otherwise) in the manner prescribed by this clause 6 where the directors of the Subsidiary acting reasonably resolve:

6.1.1 that the Assets or part of the Assets are no longer required for or ancillary to delivering education to students studying at the Institution; and

6.1.2 where a disposal is made in accordance with clause 6.2.1 the proposed use for the proceeds of sale is the best way to further the purpose set out in clause 3.2.1; and

6.1.3 the prior written consent of the SoS is obtained by the Subsidiary before the Assets or part of the Assets are disposed.

6.2 Subject to clause 6.1 the Subsidiary may dispose of the Assets or part of the Assets either

6.2.1 to a third party where:

(a) the Subsidiary engages a Surveyor to value the Assets or part of the Assets to be disposed and (unless it receives professional advice that advertising is not in the best interests of the Subsidiary) to advise on the manner in which the disposal should be advertised to achieve the best terms save that such valuation shall not be required where the Assets have been valued within the preceding twelve months; and

(b) the directors of the Subsidiary acting reasonably resolve that the terms of the disposal are the best that can reasonably be obtained for the Subsidiary; or

6.2.2 to an Authorised Recipient at less than the Latest Valuation where the Authorised Recipient agrees to enter into a deed of adherence adhering to comply with the terms of this Asset Deed or such substantially similar terms as the SoS shall reasonably require.

6.3 Any proceeds of sale obtained by the Subsidiary from the disposal of the Assets or part of the Assets may be used in such manner and for such purpose as the directors of the Subsidiary consider will best further the purpose set out in clause 3.2.1.

6.4 The SoS shall not unreasonably withhold or delay his or her consent under clause 6.1.3 where:

6.4.1 the Subsidiary provides evidence to the satisfaction of the SoS that the Subsidiary has complied with clauses 6.1.1 and the relevant sub clause of clause 6.2;

6.4.2 where a disposal is made in accordance with clause 6.2.1 the SoS is satisfied with the explanation provided by the directors of the Subsidiary as to why the proposed use of the proceeds of sale is the best way for the Subsidiary to further the Subsidiary's Objectives; and

6.4.3 the Subsidiary has met the SoS's costs of any valuation that the SoS determines that he or she requires of the Assets or part of the Assets to be disposed before he or she will provide his or her consent.

6.5 Notwithstanding any other provision of this clause 6 the Subsidiary may grant underleases of part or parts but not the whole of the Assets without the SoS's consent where the lease is for a term

(including any option to renew) of no more than five years and is validly excluded from the security of tenure provisions of the Landlord and Tenant Act 1954.

- 6.6 Where the SoS has provided his or her prior written consent to a disposal to a third party in accordance with clause 6.2.1, the Assets or part of the Assets that are disposed shall be released from the terms of this Asset Deed from the date of disposal.
- 6.7 Notwithstanding the provisions of this clause 6, the consent of the SoS shall not be required by the Subsidiary in relation to the Agreed Disposal of the Clapham Site.

## **7. TRANSFER OF UNDERTAKING**

- 7.1 The Subsidiary may only transfer all or part of its undertaking (meaning its business or part of its business) which includes the Assets or any part of the Assets, to an Authorised Recipient.
- 7.2 Before transferring its undertaking to an Authorised Recipient the Subsidiary shall obtain the prior written consent of the SoS.
- 7.3 The consent of the SoS shall not to be unreasonably withheld or delayed under clause 7.2 where the Authorised Recipient enters into a deed of adherence adhering to comply with the terms of this Asset Deed or such substantially similar terms as the SoS shall require.

## **8. DISSOLUTION**

- 8.1 Upon dissolution of the Subsidiary, the provisions of clause 6 shall apply to the Assets, subject always to company, insolvency and charity law, and the provisions of the Subsidiary's articles of association.

## **9. OTHER DEALINGS**

- 9.1 The Subsidiary shall not transfer the Assets or any part of the Assets to the University by any means without the SoS's prior written consent in accordance with the relevant clause of this Asset Deed.
- 9.2 The Subsidiary shall not make any disposition of the Assets or any part of the Assets (meaning a disposition required to be completed by registration pursuant to s27(2) Land Registration Act 2002), or use the Assets or any part of the Assets to guarantee its obligations to a third party without the SoS's prior written consent.
- 9.3 The Subsidiary shall not part with or share the possession or occupation of the whole or any part or parts of the Assets provided that the Subsidiary may share occupation of part of an Asset for a term of no more than seven (7) years (including any option to renew) where no relationship of landlord and tenant arises as a result of such occupation

## **10. BREACH OF OBLIGATIONS**

- 10.1 Subject to clause 10.2 below, the SoS may procure the valuation of a surveyor where it has reason to believe that the Subsidiary's action or inaction in either case in breach of this Asset Deed has given rise to a potential reduction in value of the Assets or any part of the Assets.
- 10.2 Prior to procuring the valuation of a surveyor in accordance with clause 10.1 above, the SoS shall notify the Subsidiary of the action or inaction (as the case may be) that the SoS believes is in breach of the Asset Deed and allow the Subsidiary the opportunity to rectify the alleged breach . If the alleged breach of the Asset Deed is not resolved to the satisfaction of the SoS within 14 business days of the Subsidiary receiving written notice of the alleged breach, the SoS may proceed in procuring the valuation in accordance with clause 10.1 above and take further action in accordance with this clause 10.
- 10.3 Where a surveyor determines that there has been a reduction in the value of the Assets or part of the Assets by reference to the Latest Valuation as a result of the Subsidiary's action or inaction in

either case in breach of this Asset Deed the SoS shall be entitled to demand Repayment from the Subsidiary.

- 10.4 If the surveyor determines that there has been a reduction in the value of the Assets as a result of the Subsidiary's action or inaction in either case in breach of this Asset Deed then the Subsidiary shall be responsible for meeting the SoS's Costs and the SoS shall be entitled to demand such Costs from the Subsidiary.
- 10.5 The Subsidiary shall pay to the SoS the Repayment and/or the Costs within 30 days of receipt of the demand.
- 10.6 The SoS shall use the Repayment to advance education in the further education sector in the Local Area.
- 10.7 For the avoidance of doubt, the SoS shall not be entitled to exercise its rights under this clause 10 where the SoS has provided its consent to the Subsidiary's action or inaction (as the case may be).

## **11. GUARANTEE & INDEMNITY**

- 11.1 The University guarantees to the SoS and his or her successors, transferees and assigns that whenever the Subsidiary does not pay any of the Guaranteed Obligations within 30 days of written demand by the SoS after they fall due the University shall make due and punctual payment to the SoS on demand of the Guaranteed Obligations.
- 11.2 If the Guaranteed Obligations are, or become, unenforceable, invalid or illegal otherwise than due to an act, omission, or default of the SoS, ESFA (or any successor body) or Department for Education (or successor body), the University agrees to indemnify and keep indemnified the SoS in full and on demand from and against all and any losses, costs and expenses suffered or incurred by the SoS arising out of, or in connection with, any failure of the Subsidiary to perform or discharge the Guaranteed Obligations.
- 11.3 The University as principal obligor and as a separate and independent obligation and liability from its obligations and liabilities under clause 11.1 agrees to indemnify and keep indemnified the SoS in full and on demand from and against all and any losses, costs and expenses suffered or incurred by the SoS arising out of, or in connection with, any failure of the Subsidiary to perform or discharge the Guaranteed Obligations. The amount payable by the University under this indemnity shall not be greater than the amount which it would have had to pay under Clause 11.1 above if the amount claimed had been recoverable on the basis of a guarantee.
- 11.4 This guarantee is and shall be at all times a continuing security and shall cover the ultimate balance of all monies payable under this Asset Deed, irrespective of any intermediate payment or discharge in full or in part of the Guaranteed Obligations.
- 11.5 The liability of the University under this guarantee shall not be reduced, discharged or otherwise adversely affected by:
  - 11.5.1 any act, omission, matter or thing which would have discharged or affected the liability of the University had it been a principal debtor instead of a guarantor or indemnifier; or
  - 11.5.2 anything done or omitted by any person (other than the SoS or person(s) acting on his or her behalf) which, but for this provision, might operate or exonerate or discharge the University or otherwise reduce or extinguish its liability under this guarantee.
- 11.6 The University waives any right it may have to require the SoS (or any trustee or agent on his behalf) to proceed against or enforce any other right or claim for payment against any person before claiming from the University under this clause 11.

- 11.7 The University shall on a full indemnity basis pay to the SoS on demand the amount of all costs and expenses (including legal and out of pocket expenses and any value added tax on those costs and expenses) which the SoS incurs in connection with:
- 11.7.1 the preservation or exercise and enforcement, of any rights under or in connection with this guarantee or any attempt so to do; and
- 11.7.2 any discharge or release of this guarantee.
- 11.8 Until all amounts which may be or become payable by the Subsidiary under or in connection with this Asset Deed have been irrevocably paid in full, and unless the SoS otherwise directs in writing, the University shall not exercise any security or other rights which it may have by reason of performance by it of its obligations under this clause 11 whether such rights arise by way of set-off, counterclaim, subrogation, indemnity or otherwise.
- 11.9 This guarantee shall be in addition to and independent of all other security which the SoS may hold from time to time in respect of the discharge and performance by the Subsidiary of the Guaranteed Obligations.

## **12. GOVERNANCE**

- 12.1 The Subsidiary shall ensure that at all times the majority of its directors are not those responsible for the management and administration of the University whether as members of the council of the University, committees of the council, or officers of the University.

## **13. MONITORING & COMPLIANCE**

- 13.1 This Asset Deed shall be reviewed annually to monitor compliance with its terms and/or to agree any modifications required to the nature of the Assets.
- 13.2 The SoS may undertake an inspection of the Assets from time to time upon reasonable notice to the Subsidiary at the cost and expense of the SoS.

## **14. LATE PAYMENT**

- 14.1 Where the SoS has demanded payment of any sums arising under this Asset Deed from the Subsidiary and/or the University and such payment is not received by the date upon which it is due, the SoS shall charge an administration fee to cover its reasonable costs in recovering such payments from the Subsidiary and/or the University.
- 14.2 Such administration fee shall be notified to the Subsidiary and/or the University at the point at which a demand for payment is made and shall be no more than 1% of the total payment due.

## **15. CONFIDENTIALITY**

- 15.1 Each Party undertakes that it shall not at any time disclose to any person the content of this Asset Deed except as permitted by clause 15.2.
- 15.2 Each Party may disclose the content of the Asset Deed:
- 15.2.1 To its employees, officers, representatives, or advisers who need to know such information for the purposes of exercising the Party's rights or carrying out its obligations under or in connection with this Asset Deed. Each Party shall ensure that its employees, officers, representatives, or advisers to whom it discloses the Asset Deed complies with this clause 15
- 15.2.2 As may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 15.3 The Parties may disclose the fact that the Asset Deed has been entered into to third parties.

## **16. ASSIGNMENT AND OTHER DEALINGS**

- 16.1 The SoS may at any time assign, transfer, delegate, declare trust over or deal in any other matter with any or all of its rights and obligations under this Asset Deed to, or in favour of any government department, executive agency, non-departmental public body or other body which at the time of such assignment, transfer, mortgage, charge, subcontracting, delegation, or declaration has the function of regulating or funding further education providers in England.
- 16.2 The University and the Subsidiary shall not assign, transfer, mortgage, charge, subcontract, delegate, declare trust over or deal in any other manner with any of its rights and obligations under this Asset Deed.

## **17. ENTIRE AGREEMENT**

- 17.1 This Asset Deed constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral relating to its subject matter.
- 17.2 Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Asset Deed. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Asset Deed.
- 17.3 This Asset Deed shall be binding on and enure to the benefit of, the parties to this Asset Deed and their respective successors and permitted assigns, and references to any party shall include that party's successors and permitted assigns.

## **18. COSTS**

- 18.1 Each Party shall bear its own costs incurred in connection with the negotiation, preparation and execution of this Asset Deed.

## **19. VARIATION**

- 19.1 No variation of this Asset Deed shall be effective unless it is in writing and signed by the Parties (or their authorised representatives) which continue to exist at the point of the variation.

## **20. WAIVER**

- 20.1 No failure or delay by a Party to exercise any right or remedy provided under this Asset Deed or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

## **21. SEVERANCE**

- 21.1 If any provision or part-provision of this Asset Deed is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Asset Deed.
- 21.2 If any provision or part-provision of this Asset Deed is deemed deleted under clause 21.1 the Parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended result of the original provision.

## **22. NO PARTNERSHIP**

- 22.1 Nothing in this Asset Deed is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another Party, or authorise any Party to make or enter into any commitments for or on behalf of any other Party.



22.2 Each Party confirms that it is acting on its own behalf and not for the benefit of any other person.

### **23. NOTICES**

23.1 Any notice or other communication given to a Party under or in connection with this Asset Deed shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).

23.2 Any notice or communication shall be deemed to have been received:

23.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; and

23.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second business day after posting or at the time recorded by the delivery service.

23.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

23.4 A notice given under this Asset Deed is not valid if sent by email.

### **24. COUNTERPARTS**

24.1 This Asset Deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one Asset Deed.

24.2 The executed signature page of a counterpart of this Asset Deed by email in PDF or other agreed format shall take effect as deliver of an executed counterpart of this Asset Deed. If this method of delivery is adopted, without prejudice to the validity of the agreement thus made, each Party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

### **25. THIRD PARTY RIGHTS**

25.1 Unless it is expressly stated otherwise this Asset Deed does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Asset Deed.

### **26. DISPUTE RESOLUTION**

26.1 If any dispute arises in connection with this Asset Deed, the Parties agree to enter into mediation in good faith to settle such a dispute and will do so in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. Unless otherwise agreed between the Parties within 14 working days of notice of the dispute, the mediator will be nominated by CEDR.

### **27. GOVERNING LAW & JURISDICTION**

27.1 This Asset Deed and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

27.2 Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractually disputes or claims) arising out of or in connection with this Asset deed or its subject matter or formation.

### **28. EFFECTIVE DATE**

28.1 This Asset Deed shall be deemed to take effect on the Transfer Date.

This document is executed and delivered as a deed by the parties on the date

## SCHEDULE 1

### ASSETS

<b>Property description</b>	<b>Land Registry title number</b>
Clapham Common South Side, London SW4 9BL	TGL150604
Vauxhall Centre, Lambeth College, Belmore Street, London, SW8 2JY	TGL149378

**SCHEDULE 2**  
**ESTATES CONDITION APPRAISAL**



Estate Conditions  
Appraisal.PDF

**SCHEDULE 3**  
**INITIAL VALUATION: VALUATION REPORTS**



45 Clapham Common  
South Side Desktop O



7. BNP Valuations  
Lambeth College Repr

This document was executed as a Deed on 6th August 2018

The Corporate Seal of

**THE SECRETARY OF STATE FOR EDUCATION**

affixed to this deed is authenticated by:

P Williamson

**PAUL WILLIAMSON**

Duly Authorised



**EXECUTED AS A DEED by LONDON SOUTH BANK UNIVERSITY acting by**

DAVID A. PHOENIX, a director, in the presence of:

M. Broadway

Signature of Witness

MICHAEL BROADWAY

Name of Witness (in block capitals)

103 Borough Road  
London

SE1 0AA

Address of Witness

DAVID A. PHOENIX

Director

**EXECUTED AS A DEED by SOUTH BANK COLLEGES acting by**

DAVID A. PHOENIX, a director, in the presence of:

M. Broadway

Signature of Witness

MICHAEL BROADWAY

Name of Witness (in block capitals)

103 Borough Road  
London

SE1 0AA

Address of Witness

DAVID A. PHOENIX

Director

# London South Bank University Register of Interests 2018-19

## INDEPENDENT GOVERNORS

Steve Balmont					
Organisation with which connected	Sector	Relationship with organisation	As of date	Notes	Authorised by Board
<del>The Law Debenture Pension Trust Corporation p.l.c.</del>	<del>Professional pension trusteeship</del>	<del>Director (paid)</del>	<del>2000</del>		<del>25/11/2010</del>
<del>Note: The Law Debenture Pension Trust Corporation plc, of which Steve Balmont is a director, and Safecall Ltd, which provides an independent speak up line to the University, are both subsidiary companies of Law Debenture Corporation plc. As Chairman of the Audit Committee, Steve Balmont is the independent governor contact for issues raised through the reporting line provided by Safecall. Mr Balmont has confirmed that he has no day-to-day influence, control or contact with Safecall or any of its employees.</del>					
<del>Civil Service Motoring Association</del>	<del>Member services</del>	<del>Principal Representative of Pension Scheme</del>	<del>2001</del>		<del>25/11/2010</del>
<del>Taylor Wimpey</del>	<del>Housebuilding</del>	<del>Principal Representative of Pension Scheme</del>	<del>2001</del>		<del>25/11/2010</del>
<del>Kelda Water</del>		<del>Principal Representative of Pension Scheme</del>			<del>25/11/2010</del>
<del>Lloyds Register</del>		<del>Principal Representative of Pension Scheme</del>			<del>25/11/2010</del>
<del>Low &amp; Bonar Plc</del>		<del>Principal Representative of Pension Scheme</del>			<del>25/11/2010</del>
<del>DHL</del>		<del>Principal Representative of Pension Scheme</del>			<del>03/10/2012</del>
Mitcham RUFC Limited	Sporting	Director	c1996		25/11/2010
<del>PriceWaterhouseCooper LLP</del>	<del>Financial Services</del>	<del>Principal Representative to Three Trusts</del>			<del>24/11/2011</del>
<del>Western Power Distribution Group</del>	<del>Electricity distribution</del>	<del>Principal Representative of Pension Scheme</del>			<del>21/11/2013</del>

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<b>Steve Balmont</b>					
<b>Organisation with which connected</b>	<b>Sector</b>	<b>Relationship with organisation</b>	<b>As of date</b>	<b>Notes</b>	<b>Authorised by Board</b>
<del>EDF Energy Generation</del>	<del>Electricity generation</del>	<del>Principal Representative of Pension Scheme</del>	<del>2014</del>		<del>08/07/2014</del>
<del>Johnson Service Group Plc</del>	<del>Textile services and facility management</del>	<del>Principal Representative of Pension Scheme</del>	<del>2014</del>		<del>08/07/2014</del>
<del>Superannuation Arrangements of University of London</del>	<del>Pension Scheme for 49 Higher Education Institutions</del>	<del>Principal Representative of Pension Scheme</del>	<del>2014</del>		<del>08/07/2014</del>
<del>Mercedes-Benz UK Limited</del>	<del>Motor vehicles</del>	<del>Principal Representative of Pension Schemes</del>	<del>2014</del>		<del>20/11/2014</del>
<del>Morgan Advanced Materials PLC</del>	<del>Engineering and ceramics</del>	<del>Principal Representative of Pension Schemes</del>	<del>2015</del>		<del>21/10/2015</del>
<del>UK Asset Resolution plc</del>	<del>Financial Services</del>	<del>Principal Representative to two associated Pension Schemes</del>	<del>June 2016</del>		<del>23/11/2017</del>
<del>Law Debenture Governance Services Limited</del>	<del>Governance service</del>	<del>Director</del>	<del>July 2016</del>		<del>24/11/2016</del>
<del>Virgin Money PLC</del>	<del>Financial Services</del>	<del>Principal Representative of Pension Scheme and of Independent Governance Committee</del>	<del>August 2016</del>		<del>23/11/2017</del>

<b>Shachi Blakemore</b>					
<b>Organisation with which connected</b>	<b>Sector</b>	<b>Relationship with organisation</b>	<b>As of date</b>	<b>Notes</b>	<b>Authorised by Board</b>
Buzzacott LLP	Accountancy	Employee (paid)	2005		21/11/2013
Lambeth College	Audit	Client of firm			TO BE APPROVED



<b>Duncan Brown</b>					
<b>Organisation with which connected</b>	<b>Sector</b>	<b>Relationship with organisation</b>	<b>As of date</b>	<b>Notes</b>	<b>Authorised by Board</b>
PricewaterhouseCoopers LLP	Professional Services	Retired partner (annuity payable)	31/12/2016		23/11/2017
Bushey Symphony Orchestra	Charity	Chair	May 2018		TO BE APPROVED

<b>Julie Chappell</b>					
<b>Organisation with which connected</b>	<b>Sector</b>	<b>Relationship with organisation</b>	<b>As of date</b>	<b>Notes</b>	<b>Authorised by Board</b>
London and Partners Ltd	Promotional Agency	Employee (paid)	April 2011		23/11/2017
London and Partners Ventures Ltd	Promotional Agency	Executive Director	Dec 2015	Commercial subsidiary	23/11/2017
Dot London Domains Ltd	Promotional Agency	Executive Director	April 2014	Commercial subsidiary	23/11/2017

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<b>Jerry Cope</b>					
<b>Organisation with which connected</b>	<b>Sector</b>	<b>Relationship with organisation</b>	<b>As of date</b>	<b>Notes</b>	<b>Authorised by Board</b>
t-three Group	Leadership Consultancy	Director (paid) and shareholder	2006		20/11/2014
Postal & Logistics Consulting Worldwide	Logistics Consultancy	Director and shareholder	2008		20/11/2014
University and Colleges Employers Association	Higher Education	Board member Vice-Chair	2016 2017		13/07/2017
One Croydon Alliance	Healthcare	Chair (paid)	Feb 2018		15/03/2018
English Cricket Board	Sporting Body	Regulatory Committee member	Feb 2018		15/03/2018

Prison Service Pay Review Body	Pay for prison staff	Chair (paid)	10/09/2018		TO BE APPROVED
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### Michael Cutbill

Organisation with which connected	Sector	Relationship with organisation	As of date	Notes	Authorised by Board
Kellen Head	Business Consultancy	Owner (100%)	2015		17/03/2016
Richmond Crescent Flats Ltd	Freehold int. in 21 Richmond Crescent	Owner (25%)			17/03/2016
Age UK Trading CIC	Charity	Strategy and Marketing Director			23/11/2017
South Bank University Enterprises Ltd	Commercial arm of LSBU	Director	2016		23/11/2017

### Douglas Denham St Pinnock

Organisation with which connected	Sector	Relationship with organisation	As of date	Notes	Authorised by Board
Owengate Capital Ltd	Financial trading	Owner/director (paid)	1988		19/07/2012
Owengate Ltd	Financial trading	Owner/director	Pre1995	Dormant company	19/07/2012
Council for the Defence of British Universities	Higher Education	Member	2012		21/03/2013
Owengate Green Technology Ltd	Licensing, financing, manufacturing & maintaining green technology	Owner/director	July 2015	Dormant company	21/10/2015
Nanogentech Limited	Licensing, financing, manufacturing & maintaining green technology	Owner/director	July 2015		21/10/2015

<b>Douglas Denham St Pinnock</b>					
<b>Organisation with which connected</b>	<b>Sector</b>	<b>Relationship with organisation</b>	<b>As of date</b>	<b>Notes</b>	<b>Authorised by Board</b>
AqSorp Ltd	Licensing, financing, manufacturing & maintaining green technology	Owner/director	July 2015	Dormant company	21/10/2015
South Bank Academies	Secondary Education	Director	01/06/2016		24/11/2016
West Hoathly Parish Council	Local Authority	Member	July 2016		24/11/2016
Zoe Mackey, Senior Staff member, Quality Assessment, HEFCE (Transferring to the OFS from HEFCE on 1st April 2018 when the OFS replaces HEFCE.)	HE regulator	Son's partner			23/11/2017

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<b>Peter Fidler</b>					
<b>Organisation with which connected</b>	<b>Sector</b>	<b>Relationship with organisation</b>	<b>As of date</b>	<b>Notes</b>	<b>Authorised by Board</b>
Together for Children Sunderland	Charity	Director	March 2017		TO BE APPROVED
Live Theatre Newcastle (operated by North East Theatre Trust Limited)	Charity	Director	Dec 2016		TO BE APPROVED
Hays Travel Foundation	Charity	Director	Dec 2014		TO BE APPROVED

<b>Hilary McCallion</b>					
<b>Organisation with which connected</b>	<b>Sector</b>	<b>Relationship with organisation</b>	<b>As of date</b>	<b>Notes</b>	<b>Authorised by Board</b>
Hilary McCallion Consultancy Limited	Healthcare Consultancy	Owner and director (remunerated)	April 2013	Provision of service to NHS and	18/07/2013

				possibly Educational bodies	
Bucks New University	HE	Visiting Professor			18/07/2013
King's College, London	HE	Visiting Professor			18/07/2013
Dementia UK	Charity	Trustee	December 2013		20/11/2014
Ashford and St.Peters NHS Foundation Trust	Healthcare	Non executive director	2016		TO BE APPROVED

### Kevin McGrath

Organisation with which connected	Sector	Relationship with organisation	As of date	Notes	Authorised by Board
Intcas Ltd	Education – linking student and educational institutions	Non-executive director	2012		21/10/2015

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### Mee Ling Ng

Organisation with which connected	Sector	Relationship with organisation	As of date	Notes	Authorised by Board
Habinteg Housing Association Ltd	Housing	Director	July 2011		18/07/2013
Mulan Foundation Network	Charitable Trust	Trustee	Nov 2011		21/11/2013
Transport for London Board	Transport	Non-Executive director	September 2016		24/11/2016

### Jeremy Parr

Organisation with which connected	Sector	Relationship with organisation	As of date	Notes	Authorised by Board
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Allen & Overy LLP	Legal services	Partner	May 2000		TO BE APPROVED
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**VICE CHANCELLOR AND CHIEF EXECUTIVE**

Professor David Phoenix					
Organisation with which connected	Sector	Relationship with organisation	As of date	Notes	Authorised by Board
Teaching & Quality Committee (HEFCE)	HE	Committee Member	2013		20/03/2014
Government Equalities Office	Government	Ambassador	2010		20/03/2014
Million+	Think tank	Executive member & Chair			20/11/2014
Kings College	University	Visiting Professor			20/11/2014
SiChuan University	University	Chair			20/11/2014
University of Central Lancashire	University	Visiting professor			20/11/2014
Science Museum Group	Museums	Trustee	2015		14/05/2015
British University in Egypt	HE	Trustee	Oct 2015		21/10/2015
South Bank Academies Trust	Secondary education	Member and Chair	21/12/2015		17/03/2016
National Centre for Universities and Businesses	HE	Board member	2015		24/11/2016
Museum of Science and Industry	Educational charity	Board member	2015		24/11/2016

**STUDENT GOVERNORS**

Nelly Kibirige					
Organisation with which connected	Sector	Relationship with organisation	As of date	Notes	Authorised by Board
London South Bank Students' Union	HE	President of the Students' Union	July 2018		TO BE APPROVED

Nazene Smout					
Organisation with which connected	Sector	Relationship with organisation	As of date	Notes	Authorised by Board
London South Bank Students' Union	HE	Union Council Chair	July 2017		TO BE APPROVED

### STAFF GOVERNORS

Jenny Owen					
Organisation with which connected	Sector	Relationship with organisation	As of date	Notes	Authorised by Board
No interests to declare					

### Tony Roberts

Organisation with which connected	Sector	Relationship with organisation	As of date	Notes	Authorised by Board
No interests to declare					

### EXECUTIVE

Pat Bailey – Deputy Vice Chancellor					
Organisation with which connected	Sector	Relationship with organisation	As of date	Notes	Authorised by Board

HEFCE	HE	Member of the Teaching Excellence Framework panel	October 2016		24/11/2016
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<b>Richard Flatman – Chief Financial Officer</b>					
<b>Organisation with which connected</b>	<b>Sector</b>	<b>Relationship with organisation</b>	<b>As of date</b>	<b>Notes</b>	<b>Authorised by Board</b>
South Bank University Enterprises Ltd	Commercial arm of LSBU	Director	2002		25/11/2010
South Bank Academies	Secondary education	Director and Member Chair of Audit Committee	21/12/2015 Sept 2016		17/03/2016
SW London & St. George's Mental Health NHS Trust	NHS Trust	NED & Chair of Audit Committee	1/04/2016		24/11/2016

<b>Paul Ivey – Pro Vice Chancellor (Research and Enterprise)</b>					
<b>Organisation with which connected</b>	<b>Sector</b>	<b>Relationship with organisation</b>	<b>As of date</b>	<b>Notes</b>	<b>Authorised by Board</b>
<del>Collaborate-GIG</del>	<del>Public Sector partnerships</del>	<del>LSBU Board representative</del>	<del>November 2014</del>		<del>21/10/2015</del>
South Bank University Enterprises Limited	Commercial arm of LSBU	Managing Director	2014		21/10/2015
<del>London Higher Access-HE</del>	<del>HE Access</del>	<del>Vice Chair (designate)</del>	<del>May 2015</del>		<del>21/10/2015</del>
Emirates Aviation University	Higher Education	Governor	2010		20/11/2014
<del>London Higher Research Excellence Group</del>	<del>HE Research</del>	<del>Chair</del>	<del>Nov 2015</del>		<del>24/11/2016</del>
<del>Greater London Authority</del>	<del>Local Authority</del>	<del>London FE area review steering committee representative</del>	<del>Feb 2016</del>		<del>24/11/2016</del>
Greater London Authority	Local Authority	London European Structural Investment Fund	Nov 2015		24/11/2016

Paul Ivey – Pro Vice Chancellor (Research and Enterprise)					
Organisation with which connected	Sector	Relationship with organisation	As of date	Notes	Authorised by Board
		committee HE Representative			
<del>Battersea Academy for Skills Excellence CIC</del>	<del>Public sector partnership</del>	<del>Designate Board member</del>	<del>Tbc</del>		<del>24/11/2016</del>
University of London	HE	Chair	Sept 2017		TO BE APPROVED

Nicole Louis – Chief Marketing Officer					
Organisation with which connected	Sector	Relationship with organisation	As of date	Notes	Authorised by Board
<del>ICS International Schools</del>	<del>International Private Schools Group</del>	<del>Non-Executive Director</del>	<del>13/09/2017</del>		<del>23/11/2017</del>
South Bank Academies	Secondary education	Director and CEO	April 2018		TO BE APPROVED

Ian Mehrtens – Chief Operating Officer					
Organisation with which connected	Sector	Relationship with organisation	As of date	Notes	Authorised by Board
Queer Britain Ltd.	Museum	Director and Trustee	25/10/2017		23/11/2017

James Stevenson – University Secretary					
Organisation with which connected	Sector	Relationship with organisation	As of date	Notes	Authorised by Board
South Bank Academies	Secondary education	Director	21/12/2015		17/03/2016



Shân Wareing – Pro Vice Chancellor					
Organisation with which connected	Sector	Relationship with organisation	As of date	Notes	Authorised by Board
HEFCE	HE	Member of the NSS Sub Group reporting to the Student Information Advisory Group	Sept 2017		23/11/2017
Unite Foundation (independent but funded by Unite student accommodation)	HE	Trustee	Aug 2018	charity to support estranged and isolated students	TO BE APPROVED

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