

SOLIHULL COLLEGE

MINUTES OF THE CORPORATION MEETING HELD ON MONDAY 22ND JANUARY 2018 AT THE BLOSSOMFIELD CAMPUS

PRESENT: John Bolt (Chair)
Stan Baldwin
John Callaghan (Principal)
Jane Coleman
Mark Hayes (Staff Governor)
Barbara Hughes
Joe Kelly
Paul Large
Adriana Mihai (Student Governor)
Sukhy Nijjar
Geraldine Swanton
Sally Tomlinson

IN ATTENDANCE: Lindsey Stewart (Deputy Principal)
Heather Evans (Vice Principal Finance)
Beth Selwood (Vice Principal Teaching, Learning and Assessment)
Rosa Wells (Director of Employment and Skills) – *Item 4 only*
Theresa Lynch (Clerk to the Corporation)

1. Apologies for Absence

Apologies for absence were received from Keith Marriott, Lucy Lee and Pete Haynes (Vice Principal HR and Student Services).

2. Declarations of Interest

There were no new declarations of interest.

3. Minutes of the Audit and Corporation Meetings held on 19th December 2017 and matters arising

The minutes of the meetings held on 19th December 2017 were agreed as a correct record and were signed by the Chair.

4. Apprenticeships and Institute of Technology Update

4.1 Apprenticeships:

The Director of Employment and Skills provided an update regarding apprenticeships. She explained that the College was well positioned to offer apprenticeships to both large and small employers due to the non-levy funding allocation, which some providers, like universities do not have access to. It was noted that there were a lot of administrative issues in the national implementation of the levy-funded apprenticeships and the College was working through these and working with employers to overcome any issues.

The Director of Employment and Skills explained that although the number of apprenticeships was lower than target, the overall income would be in line with

budget as a large number of higher level apprenticeships were being delivered.

Q. What plans were being delivered to avoid the issues this year and make the process more straightforward?

A. Having been through the process once it will be more straightforward because a lot of the issues will have been addressed. There was a big shift in culture for employers and they too would become more familiar with the process.

The Principal explained that contracts should be in place prior to students commencing their apprenticeship study, however, this would have been detrimental in the first term for both students and the College, so it had been decided that at this early stage students would be taken on to start their studies prior to contracts being signed. It was noted that this would be raised in the audit currently taking place, but that this seemed the best way to support learners during the early implementation issues of the new levy-funded apprenticeship scheme. This action was supported by the Corporation.

Q. Does the learners' survey, being considered in Item 8, include apprentices?

A. No the apprentices complete a separate survey and results would be presented to governors in due course. Apprenticeship feedback is done continuously throughout the year, but there would be a cut-off date in February to collate and report to the Corporation.

Q. If the government's objective is to increase apprenticeships, why is this scheme proving so difficult to set up?

A. These are issues that had not been considered, but once this is set up it will be very advantageous for the government, as employers will be funding a large number of apprenticeships.

Q. Has the closing of Carillion had an impact on the College?

A. There had not been a direct impact to date, but there could be issues relating to SMEs that may be affected in due course. The College had no direct apprentices with Carillion, but would be offering support anyone affected.

Q. How will quality be assessed and maintained when contracts are geographically a long way from the College?

A. Visits will always take place to all providers to maintain high quality provision.

Discussion took place regarding apprenticeships with the NHS and particularly in relation to Health and Social Care provision. It was noted that the NHS tended to deliver their apprenticeships. However, the College was continuing to maintain a link with providers in the NHS to ensure any potential opportunities were actioned.

Discussion also took place regarding the impact on level 2 and 3 apprenticeships, given that generally employers were interested in higher level apprenticeships. This was a key issue for the FE sector.

The Principal explained that the Construction shed that was planned at the back of the Blossomfield campus was being explored, but that affordability was being assessed. It was noted that it was important for FE to sometimes take forward provision, even when it may not be financially beneficial, to ensure opportunities were available to students in the region and maintain important skills/subject areas. Currently online provision for Construction was being developed and an update on the Construction project at the Blossomfield campus would be provided in due course.

4.2 Institute of Technology:

The Director of Employment and Skills provided an update regarding the Institute of Technology and explained that a deadline of 1st March 2018 had been set for setting up the Institute. The focus would be Advanced Manufacturing at Levels 4 and 5. Currently an online platform was being developed, but whether a physical hub would be required was also being explored. BMet had asked Solihull College to take the lead on this project, as the FE lead had to be Ofsted Good or Outstanding.

The Director of Employability and Skills was thanked and she left the meeting.

5. Merger Update

5.1 Banking Report

The Vice Principal Finance presented the report and provided an update, explaining the changes made to the Facilities Letter following negotiations with the bank. She confirmed that the College would review the position with each of the loans with Lloyds after merger to establish whether it would be beneficial to pay any off.

It was noted that the Bank had changed the context and content of a number of clauses and that the implications for the College would be carefully managed, but that the current Facilities Letter presented a viable way to proceed for the College. Further negotiations were unlikely as this was a standard Facilities Letter.

RESOLVED to approve the arrangements with Lloyds Bank as outlined in the:

- Sterling Term Facilities Agreement
- Deed of Amendment and Restatement
- Officers' Certificate
- Legal Charge by Lloyds Bank for land on the north side of The Willows North, Alcester Road, Stratford upon Avon.

5.2 Pensions Update – Direction Order

The Principal explained the position regarding the pension arrangements and confirmed that the Secretary of State for Housing, Communities and Local Authorities had directed, in his letter dated 16th January 2018, that for an interim period, 1st February to 31st March 2018, Wolverhampton City Council would be the administering authority for the pension scheme, on behalf of Warwickshire County Council. Thereafter, from 1st April 2018 the scheme would transfer completely to Wolverhampton City Council.

Q. What will be the total costs of the merger, in relation to professional fees etc?

A. The total cost would be in the region of £400k, although costs would continue to be incurred until after 1st April 2018. A full breakdown of costs would be provided to the Corporation once the final position is known. **ACTION.**

RESOLVED to approve the position regarding the pension fund scheme with transfer to Wolverhampton City Council starting with an interim period, 1st February to 31st March 2018.

5.3 Merger Date and Arrangements

The Principal explained that having received the Direction Order from the Secretary of State, the College was now in a position to merge with Stratford upon Avon College on 1st February 2018.

It was noted that the Chair would visit Stratford upon Avon College early in February 2018 for a learning walk. Further learning walks would be arranged in due course.

RESOLVED to approve a merger date, with Stratford upon Avon College, of 1st February 2018.

5.4 Employment Contracts

The Principal explained that, as discussed at the previous meeting, there may be a period of differentiated contracts to ensure all staff at the Stratford upon Avon campus are on the same contracts as colleagues when newly appointed. Harmonisation between the Solihull College and Stratford upon Avon contracts would take place following merger and it was anticipated that there would be a harmonised in place by 1st September 2018. Discussion took place regarding the current contractual differences and the Principal explained that as a good will offer to staff, he would like to offer Stratford teaching staff 5 additional days annual leave for an interim period (this would relate to any staff currently entitled to 45 days annual leave) for the academic year 2017/18.

It was confirmed that all employment conditions would be reviewed for all staff to ensure harmonisation of all arrangements for staff in the merged college.

RESOLVED to approve award of an additional 5 days annual leave for teaching staff at Stratford upon Avon College for the academic year 2017/18, whilst a harmonised contract is negotiated and to be introduced from 1st September 2018.

5.5 Transfer Deed and Resolution to accept the property, rights and liabilities of Stratford upon Avon College

The Chair presented the transfer deed and resolution that would agree to legally transfer all the property, rights and liabilities from Stratford upon Avon College to Solihull College, with effect from 1st February 2018.

The Corporation wished to show appreciation of the hard work undertaken by senior management in bringing the merger about. A letter would be sent to each member of EMT to thank them and their teams for their commitment and endeavours in bring the merger to fruition. **ACTION.**

RESOLVED to agree to merge with Stratford upon Avon College on 1st February 2018 as outlined in the resolution attached at appendix 1 and in line with the transfer deed to accept all property, rights and liabilities of the College.

5.6 Property Transfer Deed for Freehold Properties

The Transfer Deed for the freehold properties:

- Willows Drive North
- New Academic Teaching Block
- The Careers Office
- Land on north of The Willows North

RESOLVED to agree the transfer deed for freehold properties as set out in the Resolution at appendix 1 and Transfer Deed.

5.7 Property Transfer Deed for Leasehold Properties

The Transfer Deed for the leasehold properties:

- Unit 1 Masons Rd
- Teaching Catering Facility at Warwickshire College (Rugby)
- Unit 2 Masons Rd
- Tourist Information Centre, Stratford

RESOLVED to agree the transfer deeds for leasehold properties as set out in the Resolution at appendix 1 and Transfer Deed.

5.8 Support and Challenge Letter – Stratford upon Avon

The Vice Principal Teaching, Learning and Assessment explained that Russell Jordan, HMI had carried out a support and challenge meeting at Stratford upon Avon College, providing the letter distributed. He had requested a meeting with governors at his next meeting and it was confirmed that the meeting would take place on 22nd May 2018 (time to be confirmed).

6. KPIs and Annual Priorities Outturn 2016/17

The Principal presented the report and the outturn position for 2016/7 was noted.

7. Complaints Annual Report and Policy/Procedure Review

The Vice Principal Teaching, Learning and Assessment presented the report and explained that data was provided for 2016/17 with comparisons with previous years and types of complaints.

Q. It is good that the number of complaints has reduced, however, do we know why this is the case?

A. It is hoped that this is due to better services for students. The Quality Team are very good at handling complaints when they come through on the phone. For each complaint that is upheld a learning point is noted and action taken, as required. Expectations of students have increased and they are very aware of getting value for money it is important to manage their expectations and since the introduction of additional duties through the Consumer Rights Act 2015 the College has continued to improve and review information and services for students.

Q. Does the report include complaints that may be made by people in the community about incidents offsite?

A. No, complaints made to the College from offsite are not included in this report.

When complaints are received, however, they are investigated and appropriate action taken. Often people think it is our students, but it turns out not to be. Safety at the College is taken very seriously and working with the local police a review has been carried out on access to the College.

Q. Does the data reflect the College ethnic and gender mix?

A. No, the data doesn't directly reflect the College's ethnic mix. Complaints tend to be made by adults and females. It would be good to have a breakdown alongside the data.

RESOLVED to approve the Complaints Procedure and Policy.

8. Learner Voice Update – Survey Results

The Vice Principal Teaching, Learning and Assessment presented the report and explained actions that had been taken to respond to areas where responses were lower than the previous year.

Q. Attendance rates for maths and English are lower than last year even though students state they are important?

A. Feedback had been received from tutors to say that students seemed to be choosing to miss maths and English lessons to revise for their external BTEC exams during January. Efforts were being made to improve and encourage good attendance. Data would be provided for the Maths and English Expert Group at its meeting in March 2018. **ACTION.**

9. Dashboard – Quality Quadrant and November PMR

9.1 Quality Quadrant

The Vice Principal Teaching, Learning and Assessment presented the quality quadrant of the Dashboard and explained that a Quality of Teaching Report would be presented to governors in March 2018.

Q. When will Stratford data be included with Solihull College information and would the data on the dashboard be combined for the 2 colleges?

A. There would be a combined dashboard as soon as possible. Staff at Stratford upon Avon College would be undertaking observations in the next 5 weeks and some joint observations with Solihull staff would be taking place.

9.2 November PMR

The Vice Principal Finance presented the November PMR and explained that the re-forecast exercise was currently taking place and that Stratford figures would be included from 1st February 2018.

Discussion took place regarding catering and conference provision.

10. Property Update

The Vice Principal Finance presented the report and explained that SMBC were interested in purchasing the Simon Digby land in North Solihull. They would want to make the purchase by their yearend, 31st March 2018.

Previous estimates of value were discussed and it was noted that it was very difficult to value the land.

Q. Will SMBC accept an overage clause, as the Corporation has a responsibility to ensure value for money?

A. The Vice Principal Finance confirmed that she would discuss it with SMBC and feedback. **ACTION.**

A full report would be submitted to the Finance and Resources ^{Expert Group} Committee. **ACTION**

RESOLVED to agree to sell the Simon Digby land, subject to final report on value and contractual arrangements with SMBC.

11. **Search and Governance Committee meeting held on 17th January 2018**

The minutes of the Search and Governance Committee meeting held on 17th January 2018 were received.

11.1 Membership Report

The Chair presented the report.

During consideration of her re-appointment Sally Tomlinson left the meeting.

RESOLVED to approve the following:

- Appointment of **Sally Tomlinson** as a full governor on the Corporation for a further term of office of 3 years to March 2021;
- Appointment of **Antoinette Farrell-Jones** as a full governor on the Corporation for a 4 year term of office to April 2022;
- Appointment of **Sue Strawford**, subject to interview with the Chair and Principal, as a full governor on the Corporation for a 4 year term of office to April 2022;
- Appoint **Badrinath Gargeshnari** as an external member of the Audit Committee for a term of office of 1 year to March 2019, in the first instance;
- Appoint **Eric Wiles** as a full Corporation member of the Audit Committee to the end of his term of office 1 year from date of merger.

11.2 Governors' Handbook 2017/18 Update

The Clerk presented the Governors' Handbook and described the key changes suggested.

Clarity was sought regarding Standing Order 11(g) and whether 40% related to the

% of members that responded or that responded positively.

RESOLVED to agree:

- the changes of the Governors' Handbook for 2017/18 as set out; and
- that membership of the Remuneration Committee be changed to 5 members, 4 full Corporation member and 1 external role that would be specifically to provide FE/HR expertise for the Committee.

11.3 Spring Term Business

The Chair presented the report and outlined the planned business for Spring Term 2018.

12. Remuneration Committee Update

This item was deemed confidential and all members of EMT, the Staff and Student Governors left the meeting.

13. Tender Update

The contents of the tender update were noted.

14. Dates of Future Meetings

Remuneration Committee	6.00pm	Monday	29 January 2018
Governors' Induction Session	5.00 pm	Monday	5 February 2018
Governors' Development Day (Strategy)	9.30-1pm	Saturday	3 March 2018
Audit Committee	6.00 pm	Monday	12 March 2018
Corporation	6.00 pm	Wednesday	21 March 2018

Signed : J. P. Burt

Date : 21st March 2018.

Dated: 2017

- (1) STRATFORD-UPON-AVON COLLEGE
(2) SOLIHULL COLLEGE

TRANSFER DEED

Relating to the undertaking of Stratford-upon-Avon College

THIS DEED is made on

2017

BETWEEN

- (1) **STRATFORD-UPON-AVON COLLEGE**, a further education corporation whose principal place of business is at The Willows North, Alcester Road, Stratford-upon-Avon, Warwickshire, CV37 9QR ("**SUAC**"); and
- (2) **SOLIHULL COLLEGE**, a further education corporation whose principal place of business is at Blossomfield Campus, Blossomfield Road, Solihull, B91 1SB ("**SC**").

BACKGROUND

- (A) SUAC passed a resolution on 12th December 2017 to transfer all of its property, rights and liabilities to SC at the Transfer Time in accordance with section 27B of the Act and then immediately to dissolve SUAC in accordance with section 27A of the Act.
- (B) SUAC has published details of the proposal as required by s27(2) of the Act.
- (C) SUAC has consulted on the proposal as required by s27(3) of the Act.
- (D) SC passed a resolution on 22nd January 2018 to consent to such transfer at the Transfer Time in accordance with section 27B(2) of the Act.

OPERATIVE PROVISIONS

1. INTERPRETATION

In this Deed:

- 1.1 the following expressions have the following meanings unless inconsistent with the context:

"Act"	the Further and Higher Education Act 1992, as amended
"Completion"	completion of the Transfer in accordance with clause 3
"Dissolution Date"	1 st February 2018
"Employees"	the employees of SUAC at the Transfer Time
"Liabilities"	all the debts, obligations and liabilities (whether actual or contingent) of SUAC at the Transfer Time (including all liabilities to taxation and other government levies)
"Novation Agreements"	the novation agreements in the agreed form listed in Schedule 2 [ES NOTE: WILL THERE BE ANY?]
"Properties"	the properties listed in Schedule 1
"Regulations"	the Transfer of Undertakings (Protection of Employment) Regulations 1981 and 2006
"Shares"	all company shares owned by SUAC, including but not limited to those in South Warwickshire Education Partnership (SWEP) Limited and Stratford Catering &

Retail Services Ltd

"Transfer"

the transfer of all of the property, rights or liabilities of SUAC to SC

"Transfer Time"

00:01 on the Dissolution Date

- 1.2 references to any statute or statutory provisions will, unless the context otherwise requires, be construed as including references to any earlier statute or the corresponding provisions of any earlier statute, whether repealed or not, directly or indirectly amended, consolidated, extended or replaced by such statute or provisions, or re-enacted in such statute or provisions, and to any subsequent statute or the corresponding provisions of any subsequent statute in force at any time prior to Completion directly or indirectly amending, consolidating, extending, replacing or re-enacting the same, and will include any orders, regulations, instruments or other subordinate legislation made under the relevant statute or statutory provisions which are in force prior to Completion;
- 1.3 references to persons will be construed so as to include bodies corporate, unincorporated associations and partnerships;
- 1.4 the words "includes", "including" and "included" will be construed without limitation unless inconsistent with the context;
- 1.5 the masculine includes the feminine and neuter and the singular includes the plural and vice versa;
- 1.6 references to clauses and schedules are to clauses of and schedules to this Deed, and references to paragraphs are to paragraphs in the schedule in which such references appear;
- 1.7 the schedules form part of this Deed and will have the same force and effect as if expressly set out in the body of this Deed; and
- 1.8 the headings to the clauses of this Deed and to the paragraphs of the schedules will not affect its construction.

2. TRANSFER OF THE COLLEGE UNDERTAKING

- 2.1 SUAC will transfer, in accordance with the provisions of s27B(1) of the Act, all of its property and rights to SC at the Transfer Time and SC consents to such transfer.
- 2.2 Title to and risk in the assets of SUAC will not pass to SC until the Transfer Time.
- 2.3 SUAC will transfer, in accordance with s27B(1) of the Act, all of its Liabilities to SC at the Transfer Time and SC consents to such transfer.
- 2.4 The parties intend that section 49 VATA and Article 5 of the Value Added Tax (Special Provisions) Order 1995 will apply to the Transfer and each of the parties will each use its reasonable endeavours to secure that pursuant to the provisions referred to above the Transfer is treated as neither a supply of goods nor a supply of services for the purposes of VAT but as the transfer of a business as a going concern.

3. COMPLETION

- 3.1 At the Transfer Time SUAC will deliver to SC:
 - 3.1.1 all of its assets which are capable of transfer by delivery whereupon the title thereto will pass to SC by such delivery; and
 - 3.1.2 such documents, duly executed by SUAC where required, as shall have been reasonably requested by SC, and in a form reasonably required by SC, to perfect the Transfer including, without limitation, the following:

- 3.1.2.1 duly executed form TR5 in the form set out in Appendix 1 in respect of the Properties;
- 3.1.2.2 executed stock transfer forms in respect of the Shares and confirmation that it has transferred any membership interests in any companies limited by guarantee; and
- 3.1.2.3 copies of the Novation Agreements duly executed by all parties to them other than SC. [ES NOTE: IF REQUIRED]

3.2 At the Transfer Time SC will deliver to SUAC:

- 3.2.1 duly executed form TR5 in the form set out in Appendix 1 in respect of the Properties; and
- 3.2.2 copies of the Novation Agreements duly executed by SC. [ES NOTE: IF REQUIRED]

4. **CREDITORS**

SC shall assume all of the liabilities of SUAC (whether actual or contingent) from the Transfer Time.

5. **EMPLOYEES**

- 5.1 SUAC and SC acknowledge and agree that, pursuant to the Regulations, the contracts of employment between SUAC and the Employees (except in so far as such contracts relate to any occupational pension scheme) will have effect after the Transfer Time as if originally made between SC and the Employees.
- 5.2 Notwithstanding **clause 5.1** above, it is the understanding of both SUAC and SC that the Employees will remain members of the Teachers' Pensions Scheme and Local Government Pension Scheme, as appropriate, following the Transfer.

6. **POWER OF ATTORNEY**

- 6.1 As security for the transfer of SUAC's rights, property and Liabilities under this Transfer Deed, SUAC irrevocably appoints SC and any person nominated by SC to be the attorney of SUAC, with full power of substitution and delegation, for the purposes set out in this **clause 6**.
- 6.2 The power of attorney granted in **clause 6.1** above allows SC or the relevant nominee in the name of SUAC to sign, execute and deliver any document or do any act or thing that SUAC may, ought or has agreed to execute or do under this Transfer Deed or which SC or the relevant nominee may in their absolute discretion consider appropriate in connection with the exercise of any of the rights, powers, authorities or discretions of SC under or otherwise for the purposes of this Transfer Deed.
- 6.3 This power of attorney will not be revoked by the winding up or dissolution of SUAC as a body corporate.
- 6.4 This Power of Attorney will be conclusively binding on SUAC in favour of third parties who have not received notice of its revocation. This clause does not apply in respect of any actions taken by SC outside the scope of this power of attorney.
- 6.5 The exercise by SUAC of any of the powers conferred on SC will not of itself be deemed to be a revocation of this power of attorney.

7. **INDEMNITY**

- 7.1 SC shall indemnify and keep indemnified those individuals who were governors of SUAC in office on 18th December 2017 ("**Indemnified Parties**") against all liabilities, costs,

expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by them arising out of:

- 7.1.1 any failure by SC to pay or perform the Liabilities;
 - 7.1.2 any act or omission by SC after Completion arising out of or in connection with the transfer; or
 - 7.1.3 the processing of any data by SC.
- 7.2 The indemnity set out in clause 7.1 shall not apply to any Indemnified Party in relation to any matter arising from their fraud, or wilful misconduct, or breach of any of their legal obligations or any of their duties to SUAC.
- 7.3 The Indemnified Parties or any of them shall be entitled to enforce this clause 7 by virtue of the Contracts (Rights of Third Parties) Act 1999.

8. GENERAL

- 8.1 The parties agree that they will do or procure the doing of all such acts and things and execute or procure the execution of all such documents as may be required to vest in SC legal and beneficial ownership of the assets of SUAC in accordance with this Deed and otherwise to give effect to its terms.
- 8.2 The rights and remedies expressly provided for by this Deed will not exclude any rights or remedies provided by law.
- 8.3 This Deed may be executed in any number of counterparts, and by the parties on separate counterparts, each of which so executed and delivered will be an original, but all the counterparts will together constitute one and the same Deed.
- 8.4 The formation, existence, construction, performance, validity and all aspects whatsoever of this Deed or of any term of this Deed will be governed by English law. The parties submit to the exclusive jurisdiction of the English Courts.
- 8.5 Subject to clause 7, the parties to this Deed do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

SCHEDULE 1

Properties

Title number of the property	Property	Other information
WK373861	College Campus, Willows Drive North, Alcester Road, Stratford-Upon-Avon	Freehold
WK373912	New Academic Teaching Block, Willows Drive, Stratford-Upon-Avon	Freehold
WK436173	Unit 1 Masons Road, Stratford Upon Avon	Leasehold
WK460170	Teaching Catering Facilities, Warwickshire College, Technology Drive, Rugby CV21 1AR	Leasehold
WK368255	The Careers Office, Willows Drive North, Stratford Upon Avon	Freehold
WK437214	Unit 2 Masons Road, Stratford Upon Avon	Leasehold
WK359663	Land on the North Side of The Willows North, Alcester Road, Stratford-Upon-Avon	Freehold

SCHEDULE 2

Novation Agreements

[ES NOTE: IF REQUIRED]

DRAFT

EXECUTED AS A DEED by affixing the common seal of **STRATFORD-UPON-AVON COLLEGE** in the presence of two authorised officers:

Name:

Signature:

Name:

Signature

EXECUTED AS A DEED by affixing the common seal of **SOLIHULL COLLEGE** in the presence of two authorised officers:

Name:

Signature:

Name:

Signature

APPENDIX 1

Form TR5

[ES NOTE: TO BE APPENDED]

DRAFT

Land Registry
Transfer of portfolio of titles
(whole or part)

TR5

1	Title number of the property	(W) or (P)	Property	Other information
	WK373861	W	College Campus, Willows Drive North, Alcester Road, Stratford-Upon-Avon	Freehold
	WK373912	W	New Academic Teaching Block, Willows Drive, Stratford-Upon-Avon	Freehold
	WK436173	W	Unit 1 Masons Road, Stratford Upon Avon	Leasehold
	WK460170	W	Teaching Catering Facilities, Warwickshire College, Technology Drive, Rugby CV21 1AR	Leasehold
	WK368255	W	The Careers Office, Willows Drive North, Stratford Upon Avon	Freehold
	WK437214	W	Unit 2 Masons Road, Stratford Upon Avon	Leasehold
	WK359663	W	Land on the North Side of The Willows North, Alcester Road, Stratford-Upon-Avon	Freehold
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:			

3	Date:
4	<p>Transferor:</p> <p>Stratford-Upon-Avon College</p> <p><u>For UK incorporated companies/LLPs</u></p> <p>Registered number of company or limited liability partnership including any prefix:</p> <p><u>For overseas companies</u></p> <p>(a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>
5	<p>Transferee for entry in the register:</p> <p>Solihull College & University Centre</p> <p><u>For UK incorporated companies/LLPs</u></p> <p>Registered number of company or limited liability partnership including any prefix:</p> <p><u>For overseas companies</u></p> <p>(a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>
6	<p>Transferee's intended address(es) for service for entry in the register:</p> <p>Solihull College, Blossomfield Campus, Solihull B91 1SB</p>
7	<p>The transferor transfers the property in panel 1 to the transferee</p>
8	<p>Consideration</p> <p><input type="checkbox"/> The transferor has received from the transferee for the property the following sum (in words and figures):</p> <p><input checked="" type="checkbox"/> The transfer is not for money or anything that has a monetary value</p> <p><input type="checkbox"/> Insert other receipt as appropriate:</p>
9	<p>The transferor transfers with</p> <p><input checked="" type="checkbox"/> full title guarantee</p> <p><input type="checkbox"/> limited title guarantee</p>

10 Declaration of trust. The transferee is more than one person and

- ☐ they are to hold the Property on trust for themselves as joint tenants
- ☐ they are to hold the Property on trust for themselves as tenants in common in equal shares
- ☐ they are to hold the Property on trust:

11 Additional provisions

1. **Definitions**

1.1 In this transfer, the following words and expressions have the following meanings:

“Covenants” the tenant’s covenants and conditions to be complied with by the tenant of the Leases.

“Leases” the:

- (i) lease dated 28 May 2007 made between (1) Advanced Computer Furniture Limited and (2) the Transferor registered under title number WK436173;
- (ii) lease dated 26 May 2010 made between (1) Warwickshire College and (2) the Transferor registered under title number WK460170; and
- (iii) the lease dated 2 July 2007 made between (1) Advanced Computer Furniture Limited and (2) the Transferor registered under title number WK437214,

together with all deeds and documents supplemental or collateral to them at the date of this transfer.

“Liability Period” the period from and including the date of this Transfer to and including the end of the term of years granted by the Leases and any continuation of them or, if earlier, the date on which the Transferee is released from all the Covenants pursuant to the Landlord and Tenant (Covenants) Act 1995.

“Title Numbers” WK373861, WK373912, WK436173, WK460170, WK36825, WK437214 and WK359663

1.2 References to the Transferee include the Transferee’s successors in title to the Property.

2. **Variation of title guarantee**

2.1 The covenant for title set out in section 2(1)(b) Law of Property (Miscellaneous Provisions) Act 1994 is varied so that the Transferee will be responsible for the costs of complying with that covenant instead of the Transferor.

2.2 The covenant for title set out in section 4(1)(b) Law of Property (Miscellaneous Provisions) Act 1994 does not extend to any breach of the Covenants relating to the physical state of the Property.

3. **Indemnity covenant**

3.1 The Transferee covenants with the Transferor that the Transferee and its successors in title to the Property will comply with:

- 3.1.1 the entries on the Property and Charges Registers of the Title Numbers;
- 3.1.2 the Covenants throughout the Liability Period; and

3.1.3 the landlord's obligations in the leases, tenancy documents, licences and other deeds and documents briefly described below,

and will indemnify the Transferor against all actions, claims, demands and proceedings taken or made against the Transferor and all costs, damages, expenses, liabilities and losses incurred by the Transferor arising from their any failure to do so.

The tenancy documents referred to in clause 3.1.3 of this Panel 11 are

Date	Document	Parties
10 January 2014	Lease	(1) Stratford Upon Avon College (2) Midland Red (South) Limited
4 May 2005	Lease	(1) Stratford Upon Avon College (2) Miletower Limited (3) Rotch Property Group Limited

together with all deeds and documents supplemental or collateral to them at the date of this transfer.

4. Charities clause

4.1 The Property is held by the Transferor, an exempt charity.

4.2 The Property will, as a result of the transfer, be held by the Transferee, an exempt charity.

12 Execution

Executed as a Deed on the date inserted above.

Executed as a deed by affixing)
the common seal of)
STRATFORD-UPON-AVON COLLEGE)
in the presence of:)

Authorised Signatory

Authorised Signatory

Executed as a deed by affixing)
the common seal of)
SOLIHULL COLLEGE & UNIVERSITY)
CENTRE in the presence of:)

Authorised Signatory

Authorised Signatory

WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

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Solihull College & University Centre ("Corporation")

Extract of the minutes of a meeting of the members of the Corporation held at the offices of _____
on _____ commencing at _____ am/pm.

PRESENT:

IN ATTENDANCE:

1. NOTICE AND QUORUM

The Chair reported that proper notice of the meeting had been given and a quorum being present in accordance with the Instrument of Government ("**Instrument**") the Articles of Government of the Corporation ("**Articles**"), the Chair declared the meeting open.

2. DECLARATION OF INTERESTS

Each Member present had prior to the meeting confirmed that they had no interests which they were under a duty to disclose in accordance with clause 11 of the Instrument.

3. CHARITIES ACT 2011 AND FURTHER AND HIGHER EDUCATION 1992

The Chair reminded the members of the statutory procedures under sections 125-126 of the Charities Act 2011 in respect of the borrowing and the granting of the security under any documents to which the Corporation is party and that all mergers must be to further to the Corporation's charitable purposes and be compliant with all obligations under applicable charity law, and the members of the Corporation have the powers under section 19 of the Further and Higher Education Act 1992 to enter into the Merger Documents.

4. **NO BREACH**

- 4.1 The meeting reported that the authorisation of the execution and delivery of the Merger Documents (as defined in clause 6) by the Members would not be a breach of the powers delegated to the Members in accordance with the Articles.
- 4.2 It was also reported that neither the execution and delivery of the Merger Documents by the Corporation nor the performance of the Corporation's obligations thereunder would breach or would result in any breach of any obligation or restriction imposed by the Articles or any other agreement or instrument to which the Corporation is a party or which is otherwise binding upon it.

5. BACKGROUND

- 5.1 The Chair reported that at the meeting of the Corporation held on [], the Corporation had agreed to move forward with a merger of the Corporation with Stratford-Upon-Avon College ("Stratford").

- 5.2 To give effect to the merger, the Corporation would in due course need to resolve on the property, rights and liabilities of Stratford being transferred to the Corporation immediately prior to 00:01 on 19 December 2017 (the "**Merger**") by giving effect to the following resolutions:

that, following:

- publication of the results of the statutory consultation exercise undertaken by Stratford (as required under The Further Education Corporations (Publication of Proposals) (England) Regulations 2012);
- the carrying out of legal and financial due diligence exercises in respect of Stratford; and
- publication of the draft resolution of Stratford to dissolve and provide for the transfer of its property, rights and liabilities (as required under Article 22(b) of Stratford's Articles of Government);

the Corporation hereby RESOLVES to merge with Stratford and accepts the transfer of Stratford's property, rights and liabilities in accordance with section 27B of the Further and Higher Education Act with effect from 00:01 on 19 December 2017.

6. **PURPOSE OF MEETING**

- 6.1 The purpose of the meeting, if thought fit, was to approve the terms of, and the transactions contemplated by, the Merger.

- 6.2 The Chair further reported that the purpose of the meeting was also to consider the following documents to be entered into prior to the Merger ("the Pre Merger Documents"):

- 6.2.1 a final draft transfer deed between (1) Stratford and (2) the Corporation to document the transfer of all property, rights and liabilities from Stratford to the Corporation(the "Transfer Deed");

- 6.2.2 [a final draft pension agreement between (1) the Corporation, (2) Stratford, (3) West Midlands Pension Fund and (4) Warwickshire Pension Fund ("the Pension Agreement")];

- 6.2.3 the property documents:

- 6.2.3.1 [TR5 to be entered into between (1) the Corporation and (2) Stratford in respect of each of, and effecting the transfer of each of, the properties known as:

- (a) College Campus, Stratford-Upon-Avon registered at the Land Registry with title number WK373861;

- (b) New Academic Teaching Block, Stratford-Upon-Avon registered at the Land Registry with title number WK373912;]

(together the "Property Transfers")

- 6.2.4 the pre merger finance documents:

6.2.4.1 [a letter of consent from Lloyds Bank Plc ("Lloyds") consenting to the Merger, to be entered into between (1) the Corporation and (2) Lloyds;]

6.2.4.2 [a letter of consent from Lloyds consenting to the transfer of property with existing security in place to be entered into between (1) the Corporation and (2) Lloyds;]

(together the " Pre Merger Finance Documents").

6.2.5 [Stock Transfer Form for South Warwickshire Education Partnership (SWEP) Limited to transfer the shares in the company held by Stratford to the Corporation to be entered into by (1) the Corporation and (2) Stratford.]

6.2.6 [Stock Transfer Form for Stratford Catering & Retail Services Ltd to transfer the shares in the company held by Stratford to the Corporation to be entered into by (1) the Corporation and (2) Stratford.]

6.3 The Chair further reported that the purpose of the meetings was to also consider the following documents to be entered into following the Merger (together "the Post Merger Documents"):

6.3.1 [security documentation in favour of the [West Midlands/Warwickshire Pension Fund], in an appropriate combination of security/cash funding to support the obligations of the combined college once the merger has gone ahead, on such terms as mutually agreed between the parties;]

6.3.2 the post merger finance documents (the "Post Merger Finance Documents"):

6.3.2.1 [a final draft deed of novation, amendment and restatement to be entered into between (1) the Corporation and (2) Lloyds Bank ("the Facility Agreement") pursuant to which the Facility Agreement would be amended and restated on the terms set out therein so that the existing facility arrangement of the Corporation and Stratford would be governed under the terms of a single [£] facilities agreement between the Corporation as borrower and Lloyds as lender;]

6.3.2.2 [a final draft of the grant funding agreement from the Transaction Unit to be entered into between (1) the Corporation and (2) the Secretary of State for Education;]

6.3.2.3 [a final draft of the legal charge pursuant to which certain of the properties held by the Corporation will be charged by the Corporation in the name of Solihull College & University Centre to the Secretary of State by way of a fixed legal charge to secure the liabilities of the Corporation (the "Secretary of State Legal Charge");]

6.3.2.4 [a final draft of the legal charge pursuant to which certain of the properties held by the Corporation will be charged by the

Corporation in the name of Solihull College & University Centre to the Lloyds by way of a fixed legal charge to secure the liabilities of the Corporation (the "Lloyds Legal Charge");]

6.3.2.5 [a final draft officer's certificate to be given by authorised officers of the Corporation in the name of Solihull College & University Centre setting out, inter alia, certain confirmations in relation to the Corporation as required to be given under the terms of the Facility Agreement;]

6.3.2.6 [a final draft deed of priority to determine the order of priority for Lloyds and the Secretary of State's security over the Corporation's property.]

(together with the Pre Merger Finance Documents, the "Finance Documents"), the Pre Merger Documents and the Post Merger Documents together "the Merger Documents".

6.3.3 if thought fit:

6.3.3.1 approve the terms of, and the transactions contemplated by, the Merger Documents and resolving that it execute, deliver and perform the Merger Documents to which it is a party;

6.3.3.2 authorise specified persons to execute the Merger Documents to which it is a party on its behalf;

6.3.3.3 authorise a specified person or persons, on its behalf to sign and/or despatch all documents and notices [(including, if relevant, any Drawdown Request/Drawdown Notice)] to be signed and/or despatched by it under or in connection with the Merger Documents to which it is a party or any other document required to be entered into to give effect to the Merger and the Merger Documents.

7. DOCUMENTS TABLED

A draft of each of the Merger Documents were tabled. It was noted that each of the Merger Documents were [substantially] in final form, [subject to minor amendments]. Each Member confirmed that they had had an opportunity to review, and was familiar with, the contents of each of the Merger Documents. Each member confirmed that they had been briefed on the purposes, overview and key issues of each document, had received a high level summary on the legal documents from the legal advisors and had had the opportunity to raise queries on them.

8. CONSIDERATION

8.1 The meeting then noted in respect of the Merger:

8.1.1 that the Corporation has sought consent with respect to the proposed merger, from:

8.1.1.1 Lloyds;

8.1.1.2 [ANY OTHER THIRD PARTIES?]

- 8.1.2 [that the Transaction Unit had agreed to enter into a [£X,XXX,XXX] grant funding agreement with the Corporation in respect of the Merger;]
- 8.1.3 that for the avoidance of doubt all the pension liabilities and assets in connection to Stratford's obligations to [West Midlands/Warwickshire] Pension Fund ("the Fund") relating to actives, deferred and pensioner/dependant members will transfer to the Corporation, with the Corporation thereby accepting responsibility for the ongoing contributions and Stratford's liabilities on an ongoing basis;
- 8.1.4 the publication of the results of the statutory consultation exercise undertaken by Stratford (as required under The Further Education Corporations (Publication of Proposals)(England) Regulations 2012);
- 8.1.5 that legal and financial due diligence exercises had been carried out in respect of Stratford;
- 8.1.6 that a draft resolution of Stratford to dissolve and providing for the transfer of its property, rights and liabilities had been published and that Stratford has passed its resolution to dissolve and transfer its property, rights and liabilities to the Corporation on 00.01 19 December 2017.

8.2 The meeting then considered the provisions of the Merger Documents.

- 8.2.1 The Finance Documents were considered by the Members. The following matters were noted in particular:
- 8.2.1.1 [The Facility Agreement would require the Corporation to satisfy certain conditions precedent before the facilities would be available to it; and]
- 8.2.1.2 [the Facility Agreement would require the Corporation to satisfy certain conditions subsequent following completion of the Facility agreement, failure to comply with which would result in events of default arising under the Facility Agreement;]
- 8.2.1.3 [under the Facility Agreement, the Corporation would be required to:
- (a) make (and repeat periodically) certain representations and warranties and to enter into certain covenants and undertakings regarding its business, the Obligors (such terms as defined in the Facility Agreement) and other matters; and
- (b) indemnify Lloyds in respect of specified losses and liabilities and to make certain other payments.
- 8.2.1.4 under the Facility Agreement, the Corporation would be required unconditionally to guarantee all monies owing by the Obligors (such terms as defined in the Facility Agreement) to Lloyds; and]

8.2.1.5 [under the Secretary of State Legal Charge and the Lloyds Legal Charge, the Corporation would be required to grant security over the properties therein mentioned.]

8.2.2 Under the Transfer Deed the property, rights and liabilities of Stratford would be transferred to the Corporation.

9. **RESOLUTIONS**

9.1 **IT WAS UNANIMOUSLY RESOLVED** that following:

9.1.1 publication of the results of the statutory consultation exercise undertaken by the Stratford (as required under The Further Education Corporations (Publication of Proposals) (England) Regulations 2012);

9.1.2 the carrying out of legal and financial due diligence exercises in respect of Stratford;

9.1.3 publication of the draft resolution of Stratford to dissolve and provide for the transfer of its property, rights and liabilities (as required under Article [26(2) of Stratford's Articles of Government);

the Corporation hereby **RESOLVES** to merge with Stratford and accepts the transfer of Stratford's property rights and liabilities in accordance with section 27B of the Further and Higher Education Act with effect from 00:01 on 19 December 2017.

9.2 **IT WAS UNANIMOUSLY RESOLVED** that with regards to the Merger Documents:

9.2.1 the Corporation, in good faith and for the purpose of carrying on its business, enter into the Merger and perform its obligations and exercise its rights in relation to the Merger;

9.2.2 the Merger Documents be approved (subject, in each case, to such amendments as any member may approve);

9.2.3 any member of the Corporation be authorised to sign on behalf of the Corporation such of the Merger Documents as are not required to be executed as deeds;

9.2.4 any two members of the Corporation as listed at 9.2.6.1 below be authorised to authorise the use of the seal on behalf of the Corporation in the name of Solihull College and University College such of the Merger Documents as are required to be executed as deeds;

9.2.5 any two members of the Corporation as listed in 9.2.6.1 below be authorised to agree any amendment to the Merger Documents to which the Corporation is a party on the Corporation's behalf;

9.2.6 any two members of the Corporation as listed in 9.2.6.1 below (each an "**Authorised Signatory**") be authorised to agree, affix and authorise the use of the seal of the Corporation to sign and despatch on behalf of the Corporation all such other documents, agreements, certificates, notices (including, if relevant, any Utilisation Request, selection notice or hedging agreements), communications or confirmations to be signed and/or despatched by it under or in connection with the Merger Documents to which it is a party ("**Ancillary Documents**"), and to do all such other things, as may

be required, or as any member may approve, in connection with the Merger and the funding of the Corporation; and

9.2.6.1 **Name of Authorised Signatory**

[NAME]

[NAME]

9.2.7 any of the foregoing matters that have been done on or before the date of the meeting be and are hereby adopted, ratified, confirmed and approved.

.....

Clerk

