

HCUC (the "Corporation")

Extract of the minutes of a meeting of the members of the Corporation held at the offices of HCUC on Tuesday 13 December 2022 commencing at 4.30pm.

PRESENT:	Nicholas Davies	Chair of Corporation
	Simon Boulcott	Governor
	Tracey Critchley	Staff Governor
	Mario Michaelides	Governor
	Safah Rahimi	Student Governor
	Keith Smith	Governor and CEO
	Salman Sudheer	Student Governor
ONLINE ATTENDANCE:	Mark Billington	Governor
	Steven Cochran	Vice-Chair of Corporation
	Nasim Khan	Governor
	Alasdair McLeod	Governor
	Amanda Priem	Governor
	Ketan Sheth	Governor
IN ATTENDANCE:	Dylan McTaggart	Deputy CEO
	Tracy Reeve	Director of Governance
	Jo Withers	Principal Harrow
	Shane Woodhatch	Group Dir Finance & Resources

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 Corporation's Instrument and Articles of Government (the "**Instrument and 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 Instrument 11 of the Instrument and Articles.

3. FURTHER AND HIGHER EDUCATION ACT 1992

The Chair reminded the members that all mergers must be to further 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 (as defined in paragraph 6 below).

4. NO BREACH

4.1 The meeting reported that the authorisation of the execution and delivery of the Merger Documents by the members would not be a breach of the powers delegated to the members in accordance with the Instrument and 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 Instrument and 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 last meeting of the Corporation, the Corporation had agreed to move forward with a merger of the Corporation with Richmond upon Thames College ("**RUTC**").

5.2 To give effect to the merger, the Corporation would in due course need to resolve on the property, rights and liabilities of RUTC being transferred to the Corporation immediately prior to 00:01 on 4 January 2023 (the "**Merger**") by giving effect to the following resolutions:

that, following:

- publication by the Corporation of Richmond upon Thames College of the details of the proposal and the other information required under the Further Education College Corporations (Publication of Proposals) (England) Regulations 2012 (the "**Regulations**") and consulting on the proposal and taking account of the views of those consulted in accordance with the Regulations (the "**Statutory Consultation**");
- publication of the results of the Statutory Consultation by the Corporation of Richmond upon Thames College;
- publication of the draft resolutions of the Corporation of Richmond upon Thames College to dissolve and provide for the transfer of its property, rights and liabilities (as required under Article 26(2) of the Instrument and Articles); and
- the carrying out of legal and financial due diligence exercises in respect of the Corporation of Richmond upon Thames College,

the Corporation of HCUC hereby **RESOLVES** to merge with the Corporation of Richmond upon Thames College in accordance with section 27A and 27B of the Further and Higher Education Act 1992, with the Corporation of Richmond upon Thames College dissolving at 0:01 on 4 January 2023 and its property, rights and liabilities transferring immediately before that time to the Corporation of HCUC in accordance with section 27A and 27B of the Further and Higher Education Act 1992.

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) RUTC and (2) the Corporation to document the transfer of all property, rights and liabilities from RUTC to the Corporation (the "**Transfer Deed**");

6.2.2 a final draft TR5 form to be entered into between (1) the Corporation and (2) RUTC in respect of effecting the transfer of the property known as:

6.2.2.1 Richmond Upon Thames College, Egerton Road, Twickenham, TW2 7SJ registered at the Land Registry with freehold title number TGL139002;

6.2.2.2 Richmond Upon Thames College, Egerton Road, Twickenham, TW2 7SJ registered at the Land Registry with freehold title number TGL180151;

- 6.2.2.3 Land on the south side of Craneford Way and the North Side of River Crane, Twickenham registered at the Land Registry with freehold title number SGL4466451; and
- 6.2.2.4 Land on the north side of Craneford Way, Twickenham registered at the Land Registry with freehold title number MX347456,

(together, the "**Property**");
- 6.2.3 two final draft deeds of covenant between (1) the Corporation and (2) Harlequin Estates (Twickenham) Limited to:
 - 6.2.3.1 oblige HCUC to comply with RUTC's obligations to maintain an access road at the Property over which rights of access are granted to third parties; and
 - 6.2.3.2 for HCUC to covenant to carry out and complete the development on the Property and to comply with the various plans relating to the development that have been approved by Harlequin Estates (Twickenham) Limited;
- 6.2.4 a final draft deed of covenant between (1) the Corporation and (2) Richmond Borough Council for HCUC to covenant to maintain the road and surface infrastructure on the Property in so far as it serves the Council's adjoining land, to construct the access road, to grant wayleaves and easements needed for an electric HV cable, to keep the delivery bay on the Property in good and substantial repair and condition, to comply with the obligations on the part of RUTC set out in a number of deeds and documents and to pay for the relocation of any service infrastructure serving the property in the adjacent land until the new school is completed;
- 6.2.5 three final draft deeds of covenant between (1) the Corporation and (2) Clarion Housing Association Limited to oblige HCUC to complete the sale of certain RUTC Property to Clarion Housing Limited in accordance with a sale contract dated 15 March 2018 (as amended), to maintain an access road on the Property and also to procure that Harlequins Estates (Twickenham) Limited maintains Longhorn Drive with an obligation to step-in and do the works to the extent that Harlequin Estates (Twickenham) Limited fails to do so;
- 6.2.6 a final draft deed of novation to be entered into between (1) RUTC, (2) the Corporation and (3) ISG Construction Limited to novate the NEC Professional Services Agreement (for pre-construction services) between (1) RUTC and (2) ISG Construction Limited and NEC Contract dated 13 April 2018 for the design and build of a new college facility for further education, including a variety of teaching spaces over the ground, 1st, 2nd, 3rd and 4th floors, an auditorium, various cafes and restaurants;
- 6.2.7 a final draft deed of novation to be entered into between (1) RUTC, (2) the Corporation and (3) Fusion Project Management Limited to novate the NHS Share Business Services Construction Consultancy Framework agreement and call off contract;

(together the "**Merger Documents**"); and
- 6.2.8 if thought fit:
 - 6.2.8.1 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;
 - 6.2.8.2 authorise specified persons to execute the Merger Documents to which it is a party on its behalf;

- 6.2.8.3 authorise a specified person or persons, on its behalf to sign and/or despatch all documents and notices 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 final draft of each of the Merger Documents was tabled.

8. **CONSIDERATION**

The meeting then considered the provisions of the Merger Documents and **IT WAS NOTED** that pursuant to the Transfer Deed, the property, rights and liabilities of RUTC would be transferred to the Corporation.

9. **RESOLUTIONS**

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

- 9.1.1 publication by the Corporation of Richmond upon Thames College of the details of the proposal and the other information required under the Further Education College Corporations (Publication of Proposals) (England) Regulations 2012 (the "**Regulations**") and consulting on the proposal and taking account of the views of those consulted in accordance with the Regulations (the "**Statutory Consultation**");
- 9.1.2 publication of the results of the Statutory Consultation by the Corporation of Richmond upon Thames College;
- 9.1.3 publication of the draft resolutions of the Corporation of Richmond upon Thames College to dissolve and provide for the transfer of its property, rights and liabilities (as required under Article 26(2) of the Instrument and Articles); and
- 9.1.4 the carrying out of legal and financial due diligence exercises in respect of the Corporation of Richmond upon Thames College,

the Corporation of HCUC hereby **RESOLVES** to merge with the Corporation of Richmond upon Thames College in accordance with section 27A and 27B of the Further and Higher Education Act 1992, with the Corporation of Richmond upon Thames College dissolving at 0:01 on 4 January 2023 and its property, rights and liabilities transferring immediately before that time to the Corporation of HCUC in accordance with section 27A and 27B of the Further and Higher Education Act 1992.

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, and the transactions contemplated by the Merger Documents, be approved (subject, in each case, to such amendments to the Merger Documents as any two members may approve in accordance with paragraph 9.2.5 below);
- 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 on 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, 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**

Nicholas Davies

Steven Cochran

Keith Smith

Mario Michaelides

- 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.

- 9.3 **IT WAS UNANIMOUSLY RESOLVED** that subject to and conditional upon the completion of the Merger in accordance with this paragraph 9 and the consent letter issued by the Department for Education on 27 July 2021 enabling it to do so, the Corporation would change its legal name from “HCUC” to “Harrow Richmond and Uxbridge Colleges” with effect from the commencement of business on 4 January 2023.

CERTIFIED AS A TRUE COPY

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Tracy Reeve
Director of Governance and Clerk)