

**WOKING COLLEGE**  
**("the Academy")**

**DRAFT MINUTES of a meeting of the directors ("the Trustees") of the Academy held at Woking College, Rydens Way , Woking GU22 9DL on Thursday 22 June 2017 at 8:30pm**

**PRESENT:** Roberto Volo (Chair)

**IN ATTENDANCE:** Brett Freeman

Matthew Hearsum

Gaynor Mather ( By conference call)

Kathryn Mercer

**1. PRELIMINARIES**

A quorum being present, the chair of the meeting declared the meeting open.

**2. CHAIR**

**IT WAS RESOLVED** that Roberto Volo (having consented to act) be Chair of the Board of Trustees until otherwise determined by the Board.

**3. PURPOSE OF MEETING**

3.1 The chair of the meeting reported that the purpose of the meeting was to confirm the details of the Academy following its incorporation and to approve the opening of a bank account.

3.2 In addition, the Chairman reminded the Trustees of their statutory duty to promote the success of the Academy for the benefit of its Members (both in relation to the proposals set out on the agenda of this meeting and generally) and identified each of the considerations to which they were to have regard as set out in section 172 (1) of the Companies Act 2006.

**4. DECLARATION OF INTERESTS**

Each Trustee present declared the nature and extent of their interests to the Directors in accordance with the duty imposed by section 182 of the Companies Act 2006 in any transactions or arrangements or section 177 of the Companies Act 2006 in any proposed transactions or arrangements with the Academy and which were to be considered at the meeting.

5. **CERTIFICATE OF INCORPORATION**

**IT WAS NOTED** that the Academy had been incorporated on 15 June and had received its Certificate of Incorporation.

6. **MEMORANDUM AND ARTICLES OF ASSOCIATION AND CHARITY CONSIDERATIONS**

6.1 There was produced to the meeting a print of the Memorandum and Articles of Association of the Academy and a copy handed out to each Trustee present at the meeting. These were carefully considered by the Trustees of the Academy and the Chairman reminded the meeting that these had been approved by the Secretary of State for Education and were appropriate for the constitution of an academy, which the company has been established as. The Memorandum and Articles were approved by the Trustees.

6.2 The Trustees were reminded of their duties as charity trustees as set out, among others, in the guidance published by the Charity Commission (in particular Charity Commission Guidance on The Independence of Charities from the State, and Charity Commission Guidance- Essential Trustee Guide). **IT WAS NOTED** that this guidance can be downloaded from the Charity Commission website.

7. **BANK ACCOUNT**

**IT WAS RESOLVED** that a bank account be opened with Lloyds Bank plc in the name of the Academy and the resolutions on the Bank Mandate form as to signatories were approved as copied below.

1 That an account(s) be opened  continued  with Lloyds Bank plc (the "Bank")

2 That the Bank be instructed on all accounts to be opened by the Customer (other than any Designated Client Accounts that may be opened and held by the Customer under the terms and conditions relating to the Client Account referred to in Resolution 8):

- a) to pay, honour and debit to the Customer's account(s) whether in credit or overdrawn or becoming overdrawn in consequence of any such debit, all cheques, drafts, payment instructions or other orders or receipts for money signed, bills accepted and promissory notes made, or purporting to be made, on behalf of the Customer, provided they are signed or accepted or issued in writing, or by electronic or other mechanical means;
- b) subject to prior arrangement with the Bank, to accept cheques signed with a facsimile of the signature(s) of an authorised signatory or signatories (for example, by pre-printing, rubber stamp or electronic or other mechanical means) if they reasonably appear to the Bank to have been issued by the Customer provided that the Bank shall also have been furnished in advance with copies of such facsimile signature(s) in accordance with Resolution 5 a). In any such case the Bank shall not be required to check that facsimile signature(s) have been applied with the authority of the relevant authorised signatory or authorised signatories of the Customer;
- c) subject to prior arrangement with the Bank, to accept cheques whose details (other than the signature(s)) are completed by typewriter, laser printing or other mechanical means if they reasonably appear to the Bank to have been issued by the Customer. In any such case the Bank shall not be prejudiced by any alteration or deletion in a cheque unless it should have been readily apparent to a reasonable banker processing such cheque in the ordinary course of business;

provided that in all cases the instructions are given in accordance with this Authority by

**Resolution 2 Signatories** (please rule a line across all spaces left blank):

**Read and complete Section 3 before completing this box. The Bank would normally expect to see signing combinations that are linked to jobholders or positions, rather than named individuals.**

Signing combination (e.g. any one signatory, any two, any Board Member)

Monetary limitation (if any)

Any two from panel A or one from panel A and one from panel B

3 That those indicated in the Resolution 3 Signatories box are authorised on behalf of the Customer;

- a) to withdraw, purchase or sell or otherwise deal with any of the Customer's property or securities lodged with the Bank for safekeeping and to sign any documentation in connection therewith;
- b) to arrange for the discounting of any bills of exchange they (or any of them as applicable) have endorsed on behalf of the Customer and to sign any documentation in connection therewith;
- c) subject always to the terms and conditions applicable to those transactions referred to in clause 3 of Section 2 "The Customer's Agreement with the Bank", to give instructions and sign any agreement (whether committed or optional) with regards to:
  - (i) the purchase, sale or exchange of any foreign exchange and/or securities;
  - (ii) any transactions relating to or involving the purchase, sale, exchange, payment or setting off of sums of money determined by reference to present or future interest or currency exchange rates including (without limitation) interest rate and currency swaps, caps, collars and floors, forward rate agreements, forward foreign exchange contracts and options on any such transactions;
- d) to instruct the Bank to open additional accounts, of whatever currency, in the same name and right and to sign any application form for this or any secondary or other account;
- e) to instruct the Bank to close any accounts, of whatever currency, in the same name and right and sign any necessary paperwork for this, where there is no debit or credit balance involved. If any monies need to be moved in to or out of the account to facilitate the closure, then any such instruction must be signed in accordance with Resolution 2;
- f) to consent to the Bank's use of information and data for any purpose other than in connection with the operation of any account, and to permit the Bank to disclose information and data about the Customer to third parties;

provided that in all cases the instructions are given in accordance with this Authority by

**Resolution 3 Signatories** (please rule a line across all space left blank):

**Read and complete Section 3 before completing this box. The Bank would normally expect to see signing combinations that are linked to jobholders or positions rather than named individuals.**

Signing combination (e.g. any one signatory, any two, any Board Member)

Monetary limitation (if any)

Any two from panel A

4 That those indicated in the Resolution 4 Signatories box are authorised on behalf of the Customer;

- a) to sign any indemnities or counter-indemnities in favour of the Bank;
- b) to arrange for the granting of documentary or other credits or the issue of guarantees or other undertakings by the Bank whether within or outside the UK and whether by itself or its correspondents and sign any associated documentation;
- c) to arrange with the Bank from time to time for advances to the Customer by way of loan or overdraft or other credit facility with or without security and to sign any documentation in connection therewith, save that no overdraft may be arranged in respect of any Client Account opened up by the Customer under the terms and conditions relating to the Client Account referred to in Resolution 8;
- d) to approve and execute mortgage(s) or charge(s) over all the assets of the Customer and to approve and execute on behalf of the Customer any documents from time to time required by the Bank relating to or for securing any advances to the Customer or others or any liabilities of the Customer or others to the Bank;
- e) to approve and execute on behalf of the Customer any contract, agreement or other document with the Bank for the provision of banking services;
  - (i) by telephone;
  - (ii) by bank card, debit card, credit card, smart card or any other card introduced by the Bank from time to time;
  - (iii) by e-mail or similar electronic means, such as those available from but not limited to the electronic and on-line banking products and services on the Lloyds Bank Commercial Banking website (this is the "electronic banking clause");
  - (iv) by any other means that may be introduced by the Bank from time to time;
- f) to notify the Bank of any change in the main trading address, the registered office or other correspondence address of the Customer;

provided that in all cases the instructions are given in accordance with this Authority by

**Resolution 4 Signatories** (please rule a line across all space left blank):

**Read and complete section 3 before completing this box. The Bank would normally expect to see signing combinations that are linked to jobholders or positions rather than named individuals. Given the powers covered by this Resolution, it may be appropriate to limit the authorised personnel to Board Member level signatories.**

Signing combination (e.g. any one signatory, any two, any Board Member)

Clauses this refers to (e.g. all; clauses a + b only or any other combination you require)

Any two from panel A

All

- 5 That those indicated in the Resolution 5 Signatories box are authorised on behalf of the Customer;
- to certify and supply to the Bank copies of such facsimile signatures referred to in Resolution 2 b);
  - to agree, and notify the Bank immediately in writing, of any additions to or deletions of the Customer's authorised signatories, as listed in Section 3 "The Customer's Authorised Signatories", and / or in "Resolution 2 Signatories" and / or in "Resolution 3 Signatories" and / or in "Resolution 4 Signatories";

provided that in all cases the instructions are given in accordance with this Authority by

**Resolution 5 Signatories** (please rule a line across all space left blank):

Read and complete section 3 before completing this box. The Bank would normally expect to see signing combinations that are linked to jobholders or positions rather than named individuals. Given the powers covered by this Resolution, it may be appropriate to limit the authorised personnel to Board Member level signatories.

Signing combination (e.g. any one signatory, any two, any Board Member)

Clauses this refers to (e.g. all; clauses a + b only or any other combination you require)

Any two from panel A

All

- That any application forms or documentation signed prior to but in accordance with the Authority are hereby ratified.
- That these Resolutions be communicated to the Bank and remain in force until an amending Resolution shall be passed by the Customer, and a copy thereof, certified by any one of the Resolution 5 Signatories shall have been received by the Bank.
- That these Resolutions will apply to any Undesignated Client Accounts to be opened by the Customer with the Bank under the terms and conditions relating to the Client Account (the "CA Terms").

## 2 The Customer's Agreement with the Bank

It is agreed between the Bank and the Customer as follows:

- The Bank will notify the Customer of the date from which this Authority will take effect (the "Effective Date").
- Where the Customer specifies monetary limitations in Resolution 2 on payments and transactions they shall be designated in sterling and any non-sterling payments and transactions shall be converted into sterling at the applicable rate for the purpose of determining whether or not they are drawn in accordance with Resolution 2.
- Notwithstanding anything else to the contrary in this agreement, financial markets transactions which are traded directly between the Customer and the Bank trading as Lloyds Bank Commercial Banking ("LBCB") will be subject to the terms and conditions issued from time to time by LBCB.
- Clauses 5, 6, 7 and 8 of this Section 2 will apply to the CA Terms that the Customer has entered into with the Bank. Section 1 will apply to all accounts held by the Customer with the Bank and all services provided by the Bank to the Customer other than in each case as provided in clauses 6 and 8.
- This Authority applies to any Undesignated Client Account the Customer has opened and holds under the CA Terms in relation to non-payment instructions or may open and hold under the CA Terms from the Effective Date in relation to all instructions to the Bank in accordance with all the Resolutions.
- Where these terms and conditions are inconsistent with the CA Terms, the CA Terms will take precedence with respect to each Undesignated Client Account opened and held by the Customer under the CA Terms.
- Notwithstanding the terms of the Resolutions, this Authority will not apply to any Designated Client Accounts the Customer has opened and holds or may open and hold under the CA Terms.
- References in the CA Terms to the Mandate insofar as they apply to Undesignated Client Accounts are references to this Authority and also to the extent it continues to apply to any existing Mandate.

## 3 The Customer's Authorised signatories

All the persons authorised to sign on behalf of the Customer, as specified in Resolutions 2, 3, 4 and 5, must sign this section. It is often useful to allocate different levels of seniority or signing power, by the use of signatory Panels.

There is no obligation to make use of differing levels of signing authority and, if opting not to do so, insert all of the Customer's signatories in Panel A, and rule a line across the other boxes. If there are not enough rows in the relevant boxes for your signatories, please add them to a copy of this page, which will also require certification in Section 4, "The Customer's Certification". If you have any further requirements that are not addressed by the space and combinations available, please contact your relationship manager.

**Panel A:** Please rule a line across all spaces left blank.

Full name	Position held	Signature
Brett Freeman	Principal	
Kathryn Hilary Mercer	Finance Director	
Nuweed Razaq	Assistant Principal	
Rebecca Jane Stratton	Assistant Principal	
_____	_____	

Panel B: Please rule a line across all spaces left blank.

Full name	Position held	Signature
Colin Michael Barnard	Director of Teaching & Learning	
Laura May Cook	Director Support for Learning	
Karen Louise Foan	Director Vocational Qualifications	
Raymond Vogt	Head of Department	
_____	_____	

Other signatories: Please rule a line across all spaces left blank.

Full name	Position held	Signature
_____	_____	
_____	_____	
_____	_____	

**8. NEXT MEETINGS**

- 8.1 The date for the second meeting of the Trustee Board was agreed as Wednesday 5 July prior to the Corporation meeting at College. The start time will be confirmed once the Agenda for that meeting has been finalised and may be a later start time than first proposed as 5pm.
- 8.2 Subsequent meetings of the Trust Board are to be agreed on publication of the Schedule of Meetings for 2017-18

**9. CLOSE**

There being no further business, the chair of the meeting declared the meeting closed at 8:50pm.

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**Chair of the meeting**