



*At the Court at Buckingham Palace*

THE 14th DAY OF DECEMBER 2022

PRESENT,

THE KING'S MOST EXCELLENT MAJESTY  
IN COUNCIL

The following Report of a Committee of the Privy Council dated 16th November 2022 was today considered:—

“Her late Majesty Queen Elizabeth the Second having been pleased, by Her Order of 13th April 2021, to refer to this Committee a Petition on behalf of Haileybury and Imperial Service College, praying for the grant of a Supplemental Charter:

The Committee have accordingly considered the Petition and have agreed to report it as their opinion that a Supplemental Charter may be granted in terms of the annexed Draft.”

His Majesty, having taken the Report and the Draft Supplemental Charter accompanying it into consideration, was pleased, by and with the advice of His Privy Council, to approve them. It is accordingly ordered that the Right Honourable the Lord High Chancellor of Great Britain should cause a Warrant to be prepared for His Majesty's Royal Signature for passing under the Great Seal a Supplemental Charter in conformity with the annexed Draft.

*Richard Tilbrook*

# C H A R L E S   T H E   T H I R D

by the Grace of God of the United Kingdom of Great Britain and  
Northern Ireland and of Our other Realms and Territories King, Head  
of the Commonwealth, Defender of the Faith:

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING!

WHEREAS by a Royal Charter dated 30th August 1864, Her late Majesty Queen Victoria constituted as a body corporate the Life Governors of Haileybury College (hereinafter called "the Corporation") for the purpose of carrying on and maintaining Haileybury College with perpetual succession and a common seal and with power to do all other things incidental or appertaining to a body corporate:

AND WHEREAS by Supplemental Charter dated 20th July 1929 His late Majesty King George V continued the Corporation in existence and revoked the said Charter of 1864 except insofar as it established the Corporation as a body corporate:

AND WHEREAS by Supplemental Charter dated 12th January 1943 of His late Majesty King George VI Haileybury College was acknowledged under the name of Haileybury and Imperial Service College (hereinafter called "the College") and the Corporation was continued in existence under the name of "the Governors of Haileybury and Imperial Service College", the said Charter of 1929 was revoked except insofar as it preserved the incorporation effect of the said Charter of 1864, and the Corporation was to take over the land buildings and other assets of the Junior School of Imperial Service College (which college had been amalgamated with Haileybury College) and hold the same as trustee of the Imperial Service Endowment to be applied for the purposes of a junior or preparatory school in connection with the College or otherwise for the purposes of the College:

AND WHEREAS by Supplemental Charter dated 14th June 2000 of Her late Majesty Queen Elizabeth II, the said Charter of 1943 was revoked except insofar as it preserved the incorporation effect of the said Charter of 1864 and provided for the College to adopt the informal working name of "Haileybury" and the Corporation the informal working name of "The Governors of Haileybury":

AND WHEREAS by their Humble Petition under the Common Seal of the College, the said Governors of Haileybury and Imperial Service College represented unto Her late Majesty Queen Elizabeth II in Her Council that it is desirable that changes be made to the said Charter of 2000 for the better governance, including amendment of the objects of the Corporation and that the grant by Us of a Supplemental Charter effecting the said changes as hereinafter set forth would greatly conduce to the conduct of the College by the Corporation and have most humbly prayed for the grant thereof accordingly:

NOW THEREFORE KNOW YE that We, having taken the said Petition into Our Royal consideration have been pleased, by virtue of Our Prerogative Royal and of all other powers enabling Us and notwithstanding anything in the said Charter of 2000 do of Our especial grace, certain knowledge and mere motion, to grant and declare, and do by these presents for Us, Our Heirs and Successors grant and declare as follows:

## 1 Interpretation

**1864 Charter** means the Royal Charter granted by Her late Majesty Queen Victoria on 30th August 1864 by which the Corporation was incorporated.

**2000 Supplemental Charter** means the Supplemental Charter granted by Her late Majesty Queen Elizabeth II on 14th June 2000 in respect of the Corporation.

**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.

**Chair and Deputy Chair** mean respectively the Chair of Council or the Deputy Chair in each case appointed in accordance with Bye-Law 3.1.3.

**Charity Trustee** has the meaning prescribed by section 177 of the Charities Act 2011.

**College** has the meaning given in the recitals to this Our Supplemental Charter.

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

- (a) any spouse or civil partner of a member of Council;
- (b) any parent, child, brother, sister, grandparent or grandchild of a member of Council who is financially dependent on such member of Council or on whom the member of Council is financially dependent;
- (c) the spouse or civil partner of any person in (b);
- (d) any other person in a relationship with a member of Council who may reasonably be regarded as equivalent to that of a spouse or civil partner; or
- (e) any company, LLP or partnership of which a member of Council 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 member of Council is referred to in Our Supplemental Charter as Connected to that member of Council.

**Corporation** means the body corporate established as described in the recitals to this Our Supplemental Charter.

**Council** means the Council of the Corporation.

**Objects** means the objects of the Corporation set out at paragraph 5 of this Our Supplemental Charter.

**Parent** means the parent or, as the case may be, legal guardian of a Pupil.

**Pupil** means a pupil at the College or any other school or college carried on by the Corporation.

**Regulations** means regulations made under paragraph 15 of this Our Supplemental Charter.

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

- (a) more than 50% of the shares; or
- (b) more than 50% of the voting rights attached to the shares; or
- (c) the right to appoint a majority 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 a calendar year.

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.

All other references to Council are references to the Council of the Corporation.

## 2 Revocation of existing charter

- 2.1 The provisions of the 2000 Supplemental Charter are hereby revoked except insofar as they preserve the incorporation effect of the 1864 Charter and provided that nothing in this revocation shall affect the validity or legality of any act deed or thing done or executed in pursuance of the provisions of the 2000 Supplemental Charter.

## 3 Name of Corporation

- 3.1 The name of the Corporation shall be "Haileybury College" and the Corporation may informally use the name of "Haileybury."

## 4 Name of the College

- 4.1 The name of the College shall be "Haileybury College" and the name "Haileybury" may be used as an informal working name.



## 5 Objects

- 5.1 The objects of the Corporation shall be to carry on and maintain the College provided that Council may, without limitation, pursue these objects by carrying on one or more colleges or schools on one or more sites, and by making grants in support of one or more colleges or schools provided that any such college or school shall in their opinion be connected or associated with the College and further such other exclusively charitable objects in the opinion of Council associated with the College.

## 6 Religious education

- 6.1 The duties and doctrines of Christianity as the same are received, understood and taught by the Church of England shall be taught at the College.

## 7 Powers

In furtherance of its Objects the Corporation shall have power:

- 7.1 To carry on schools and colleges in pursuance of the Objects including the power to remove all or any part of the College to another site or location and the power to change the name and/or informal working name of the College.
- 7.2 To make grants, awards, prizes or donations, including but not limited to:
- 7.2.1 bursaries, scholarships, grants, awards, prizes and other benefactions;
  - 7.2.2 grants to enable participation in extra-curricular activities undertaken for educational purposes; and
  - 7.2.3 leaving exhibitions tenable at any university or other institution of higher or further education (including professional or technical education).
- 7.3 To engage paid or unpaid agents or advisers (and to terminate any such engagement).
- 7.4 To employ such teaching staff and non-teaching staff as and upon such terms as Council thinks fit and in particular:
- 7.4.1 to decide and to fix salaries as Council may deem proper and to enter into any service agreements which it shall consider necessary

or desirable; and

- 7.4.2 to terminate any such employment upon such terms as Council may decide.
- 7.5 To make all reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees and their widows or widowers and dependants.
- 7.6 To construct, maintain, add to, improve, furnish, equip and alter any building or erection necessary for the work of the Corporation.
- 7.7 To provide a school or schools, classrooms, offices, board, lodgings and other facilities for pupils, teachers, other beneficiaries or employees of the Corporation, including facilities for study, research, recreation sports and also performance of artistic and cultural activities of every description.
- 7.8 To hold classes, seminars, conferences, lectures, tours and courses.
- 7.9 To co-operate with and to enter into joint ventures, collaborations and partnerships with charitable and non-charitable bodies.
- 7.10 To support, administer or set up charities and to establish and act as trustee of any charitable funds, endowments or trusts.
- 7.11 To affiliate with and where appropriate merge with any charity having similar objects to the Objects.
- 7.12 To establish, support or acquire subsidiary companies.
- 7.13 In exchange for full value consideration (and subject to Part 7 of the Charities Act 2011), to establish, grant licences or make any disposition of the property or assets of the Corporation to a trading company formed and operated for a purpose (inter alia) of benefitting the Corporation provided that no licence or disposition shall be of such a nature or scope as to make improper or excessive use of the property or other assets of the Corporation for non-charitable purposes.
- 7.14 To procure, obtain, collect and receive money and funds by way of fees, contributions, donations, subscriptions, legacies, bequests, endowments, gifts, grants, licence fees, appeals for funds or any other lawful method, and to accept and receive any gifts or property of any description, whether



subject to any special trust or not provided always that any monies so received by the Corporation shall be used or applied by the Corporation for or towards its Objects.

- 7.15 To act as trustee (including as trustee of any pension scheme) and to establish, undertake and execute any charitable trust which may lawfully be undertaken by the Corporation and may be necessary or desirable for the attainment of its Objects, and to perform any services in furtherance of the Objects of the Corporation, gratuitously or otherwise.
- 7.16 To publicise the College, the Corporation, its other colleges and schools and its work in any media including awarding prizes and donations.
- 7.17 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.
- 7.18 To give security for loans, grants and other obligations over the assets of the Charity (but only in accordance with the restrictions imposed by the Charities Act 2011).
- 7.19 To acquire, rent or hire property of any kind.
- 7.20 To sell, let, license, mortgage or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act 2011).
- 7.21 To subscribe or make loans of money and give credit and to give guarantees or security for the performance of any obligations by any person or company, subject to the law and regulation of such activities from time to time in force.
- 7.22 To make any charitable donation either in cash or assets, and with power and discretion as to whether on endowment, permanent endowment, specie or other terms if any, for the furtherance of the Objects of the Corporation.
- 7.23 To set aside funds for special purposes or as reserves against future expenditure, but only in accordance with a written policy on reserves.
- 7.24 To open and operate bank accounts and banking facilities.
- 7.25 To deposit or invest funds in any manner including derivative arrangements

(but to invest only after taking such advice as Council considers is reasonably necessary from such person as is reasonably believed by Council to be qualified to give it by his or her ability in and practical experience of financial and other relevant matters).

- 7.26 To delegate the management of investments to any person provided that:
  - 7.26.1 the delegate is authorised to carry on investment business under the provisions of the Financial Services and Markets Act 2000;
  - 7.26.2 the investment policy is set out in Writing by Council;
  - 7.26.3 the performance of the investments is reviewed regularly by Council;
  - 7.26.4 the investment policy and the delegation arrangements are reviewed at least once a Year;
  - 7.26.5 all payments due to the delegate are on a scale or at a level which is agreed in advance and are notified promptly to Council on receipt by the delegate; and
  - 7.26.6 the delegate must not do anything outside the powers of Council.
- 7.27 To arrange for the investments or other property of the Corporation 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 Council or of any person to whom the management of investments is delegated and to pay any reasonable fee required.
- 7.28 To insure the property of the Corporation against any foreseeable risk and take out other insurance policies to protect the Corporation when required.
- 7.29 To take out indemnity insurance to insure Council, members of committees and/or Vice Presidents against liability which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Corporation, provided that any such insurance shall not extend to any claims arising from any act or omission which such person knew to be a breach of trust or breach of duty or which was committed by them in reckless disregard of whether it was a breach of trust or breach

of duty or not, and provided also that any such insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against such person in their capacity as such.

- 7.30 To insure at the expense of the Corporation and arrange insurance cover for and to indemnify its officers, staff, members of committees and voluntary workers from and against all such risks incurred in the course of their duties as may be thought fit.
- 7.31 To indemnify any member of Council, Auditor, Visitor, Vice President, committee member or other officer of the Corporation in accordance with the indemnity in the Bye-Laws.
- 7.32 To enter into any contract or agreement (including a contract to provide services to or on behalf of other bodies, a finance lease, a licence or a sponsorship agreement).
- 7.33 To establish, support, subsidise, promote, co-operate or federate with, affiliate or become affiliated to, act as trustee or agent for, or manage or (subject to the law and regulation from time to time in force) lend money or other assistance to any other association, society or other body, corporate or unincorporated, established for charitable purposes only.
- 7.34 To amalgamate, federate, affiliate, co-operate or combine wholly or in part with or to any charitable institutions, societies or companies formed for objects similar to those of the Corporation, such institutions, societies or companies being prohibited from distributing profits and assets among their members.
- 7.35 To transfer or make over with or without valuable consideration any part of the property or assets of the Corporation not required for its Objects to any body having as its objects charitable purposes within, the same as or similar to the Objects of the Corporation, provided that such body is by its constitution prohibited from distributing its profits or assets among its members.
- 7.36 To pay the costs involved in making the petition for this Our Supplemental Charter and for its printing.
- 7.37 To provide advice, to publish or distribute information in any form, to

promote or carry out research and to disseminate such research.

7.38 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 Corporation; or
- (b) ancillary to the carrying out of the Objects; or
- (c) not a taxable permanent trading activity.

7.39 To do all such other things permitted by law as are incidental or conducive to the attainment of the Objects.

## **8 Application of income and property**

- 8.1 The income and property of the Corporation 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 any member of Council or person Connected to a member of Council (either in his capacity as a member of Council or as Governor or member of the Corporation) except:
  - 8.1.1 reasonable and proper premiums in respect of indemnity insurance provided in accordance with this Our Supplemental Charter;
  - 8.1.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) properly incurred in the management and administration of the Corporation;
  - 8.1.3 an indemnity in accordance with this Our Supplemental Charter;
  - 8.1.4 payment to any company in which a member of Council together with Connected Persons of that member have no more than a 2% shareholding in aggregate;
  - 8.1.5 other payments or benefits permitted by charity law or with the prior consent of the Charity Commission;
  - 8.1.6 interest at a reasonable rate on money lent to the Corporation;
  - 8.1.7 a reasonable rent or hiring fee for property let or hired to the Corporation;
  - 8.1.8 any Benefit provided to a member of Council in his or her capacity as a beneficiary of the Corporation or by virtue only of a Connected



Person being a pupil of the College or other school or college carried on by the Corporation, including:

- (a) the provision of education to any Pupil who is Connected to a member of Council on the same terms as any other Pupil who is not so Connected; and
- (b) any payment or remission under a scholarship, exhibition, bursary, grant, prize or assisted place awarded to any Pupil who is Connected to a member of Council provided that the award is based upon a competitive assessment merit and/or financial resources.

8.2 The Corporation may employ or for remuneration engage the services or purchase the goods of a person to whom a member of Council is Connected (but not without the consent of the Charity Commission, a member of Council) provided:

- 8.2.1 the employment, goods or services are actually required by the Corporation;
- 8.2.2 the nature and level of the remuneration is no more than is reasonable in relation to the value of the employment, goods or services supplied and is set out in an agreement in Writing;
- 8.2.3 Council determines it is in the best interests of the Corporation:
  - (a) in the case of a new arrangement, before that arrangement starts; and
  - (b) in the case of an arrangement pre-existing the appointment of a member of Council, at the first meeting immediately following the appointment of the member of Council to whom the Connected Person has a connection; and

8.2.4 no more than half of the members of Council are affected by such a contract in any financial year.

8.3 Members of Council or Connected Persons shall not receive a Benefit from any Subsidiary Company except in accordance with this paragraph 8 of Our Supplemental Charter, applying as if references to the Corporation were references to the Subsidiary Company.

8.4 Members of Council must comply with the provisions of the Bye-Laws or Regulations relating to the management of conflicts of interests in respect of any Benefit provided by the Charity to any member of Council or Connected Person.

## 9 Council

9.1 The affairs and property of the Corporation shall be under the conduct, management and control of Council (who shall be its Charity Trustees) which shall act in such manner as it may consider appropriate and may make such arrangements in relation to the administration of the Corporation as it considers advisable, and in connection with such administration shall have and may exercise all the powers and discretions hereby or by law conferred upon it provided that no such power or discretion shall be exercised except in furtherance of the Objects.

9.2 In the management and administration of any property of the Corporation and in the exercise of the powers of the Corporation set out in paragraph 7 of this Our Supplemental Charter, Council may if it shall consider it advisable and subject to such restrictions as may be imposed by law or such consents as may be required by law, effect or concur in effecting any transaction whatsoever not otherwise authorised which a person absolutely and beneficially entitled would have had power to effect or to concur in effecting, and its powers shall not be restricted by any principle of construction but shall operate according to the widest interpretation of which the words of Our Supplemental Charter are capable.

9.3 Those individuals who were members of Council immediately before the date of this Our Supplemental Charter shall continue in office according to the terms of the Bye-Laws.

## 10 Governors

10.1 Those individuals who from time to time are members of Council shall be its Governors and members of the Corporation. Any individual who is a Governor and/or member of the Corporation at the date of this Our Supplemental Charter (including Life Governors, Senior Members and any person who is a Governor ex-officio) shall cease to be so unless he or she is also a member of its Council.

## **11 Visitor**

- 11.1 The Archbishop of Canterbury for the time being shall by virtue of his office be Visitor of the College with authority to do all those things which pertain to Visitors as often as to him or her shall seem appropriate.

## **12 President**

- 12.1 The Bishop for the time being of the Diocese within which the College shall for the time being be locally situated shall by virtue of his office have the title of President of Haileybury College or informally President of Haileybury. The title is honorific; the President may attend but not speak at or vote in meetings of Council and has no other rights, duties, powers or interests in the governance of the Corporation.

## **13 Vice Presidents**

- 13.1 Council may appoint and remove a Vice President or Vice Presidents. Council may in their discretion seek the counsel of the Vice Presidents or of any one or more of them individually or collectively. The names of the first Vice Presidents are set out in the Bye-Laws.
- 13.2 The Vice Presidents shall not be members of Council and do not have the duties and responsibilities of members of Council or Charity Trustees. Vice Presidents shall have no rights duties or interests in the governance of the Corporation save as provided for in the Bye-Laws and Regulations.

## **14 Bye-Laws**

- 14.1 The Bye-Laws set out in the Schedule shall take effect, become and be the Bye-Laws of the Corporation and the affairs of the Corporation shall be managed and regulated in accordance with such Bye-Laws or with such other Bye-Laws as may for the time being be in force.

## **15 Regulations and policies**

- 15.1 There may be Regulations and/or terms of reference governing Council's proceedings and those of committees, Governors and Vice Presidents, providing for the authorisation and management of conflicts of interests, and for the appointment, terms of office and removal of members of Council and of Vice Presidents, or for any matter pertaining to the governance of the Corporation not provided for in this Our Supplemental Charter and

Bye-Laws, provided that such Regulations or terms of reference shall not be inconsistent with this Our Supplemental Charter or the Bye-Laws. Council may by resolution from time to time adopt, add to, revoke or amend any Regulations whether made under this or any previous Charter and/or terms of reference. Subject aforesaid, Regulations and/or terms of reference made under any previous Charter shall continue in full force until added to, revoked or amended in accordance with this paragraph 15.1 of this Our Supplemental Charter.

- 15.2 Council may make provision for any matters in connection with the Corporation which it may consider require regulation, and for which no provision is made by this Our Supplemental Charter, Bye-Laws, or Regulations made under paragraph 15.1 of this Our Supplemental Charter, by means of, policies, procedures and/or contractual arrangements (not inconsistent with this Our Supplemental Charter, the Bye-Laws and Regulations) and Council may from time to time revoke or amend any such, policies, procedures and/or contractual arrangements.

## **16 Certified copies**

- 16.1 A printed copy of this Our Supplemental Charter and of the Bye-Laws and the Regulations, policies and procedures of the Corporation certified by the Chair or Deputy Chair of Council to be a copy of this Our Supplemental Charter, the Bye-Laws or the Regulations, policies and procedures for the time being in force, shall be admissible in all proceedings as evidence thereof respectively without further proof.
- 16.2 A printed copy of the Bye-Laws and of the Regulations, policies and procedures, certified as aforesaid, shall be admissible as evidence, notwithstanding any manuscript alteration or addition, provided that every such alteration or addition is authenticated by the signature or initials of the Chair or Deputy Chair of Council for the time being.

## **17 Seal and execution**

- 17.1 The Corporation shall continue to have a common seal with power to break, alter and make anew.
- 17.2 The Corporation may execute a document whether at a meeting of Council or otherwise:



- subject to the sanction of Us, Our Heirs or Successors in Council and on such terms as We or They may consider fit, and to wind up or otherwise deal with the affairs of the Corporation under and subject to such provisions and arrangements respecting the disposal of the property of the Corporation and other matters as Council shall judge expedient, having due regard to all existing liabilities and if on the winding up or the dissolution the Corporation there shall remain after the satisfaction of all its debts and liabilities any property whatsoever, it shall be paid or distributed subject to any special trusts affecting the same to the Haileybury Charitable Trust established by a declaration of charitable trusts made on 30th October 1996, or to some other charitable institution or association having objects similar to those of the Corporation to be determined by Council at or before the time of dissolution.

## 20 Construction

- 20.1 We do hereby for Ourselves, Our Heirs and Successors grant and declare that this Our Charter shall be in all things valid and effectual in the law according to its true intent and meaning, and shall be taken construed and adjudged in the most favourable and beneficial sense for the best advantage of the Corporation and the promotion of the objects of the Corporation as well in all Our Courts of Record as elsewhere notwithstanding any recital non-recital, misrecital, uncertainty or imperfection in this Our Supplemental Charter.

Given at Our Court at \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_

Two thousand and \_\_\_\_\_

in the year \_\_\_\_\_ of Our Reign.

# BY WARRANT UNDER THE KING'S SIGN MANUAL

# SCHEDULE

## BYE-LAWS OF HAILEYBURY COLLEGE

### 1 Interpretation

1.1 In these Bye-Laws terms shall have the same meaning as defined in the Charter. In addition:

**Charter:** means the Supplemental Royal Charter to which these Bye-Laws are scheduled.

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

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

**Month:** means calendar month.

1.2 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.

### 2 Council

2.1 There shall be no fewer than ten nor more than twenty-five members of Council. Council

may by resolution increase or decrease the maximum or minimum number of members of Council.

2.2 A minimum of two members of Council shall be clerks in holy orders of the Church of England.

2.3 On appointment as a member of Council, a member of Council automatically becomes a Governor, that is, member of the Corporation. When a member of Council ceases to be a member of Council, they automatically cease to be a Governor, that is, member of the Corporation.

2.4 Members of Council are appointed by resolution of Council.

2.5 Every member of Council shall sign a written consent to become a member of Council and Governor and shall make disclosures for the purpose of all safeguarding checks and registrations that may be required by law for school governors, from time to time.

2.6 No person shall take office as a member of Council:

2.6.1 unless he or she is a natural person, and not a body corporate;

2.6.2 unless he or she is aged 18 or over;

2.6.3 if he or she is employed by the Corporation; or

2.6.4 in circumstances such that, had he or she already been a member of Council, he or she would cease to hold office under the provisions of Bye-Law 2.7.

But a person may be a member of Council notwithstanding that he or she (or a Connected Person) is in receipt of a Benefit granted in accordance with the Charter.

2.7 A member of Council's term of office automatically terminates if he or she:

2.7.1 is disqualified under the Charities Act 2011 from acting as a Charity Trustee;

2.7.2 is the subject of a written opinion addressed to Council and prepared by a registered medical practitioner who is treating that person stating that the person has become physically or mentally incapable of acting as a member of Council and may remain so for more than three Months;

2.7.3 is absent from two consecutive meetings of Council without the consent of Council and Council resolves that his or her office be vacated;

2.7.4 resigns by written notice to Council (but only if at least ten members of Council will remain in office);

2.7.5 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;

2.7.6 is convicted of an offence and Council resolves that it is undesirable in the interests of the Corporation that he or she remains a member of Council;



2.7.7 is at any time considered to be unsuitable to have access to children, young persons or vulnerable adults and Council resolves that his or her office be vacated;

2.7.8 is disqualified in accordance with any Regulations made by Council for the purpose of disqualifying a person from holding office as a member of Council in circumstances considered by Council to be material;

2.7.9 is removed by a resolution of 75% of those members of Council voting.

2.8 A member of Council may be suspended by a resolution of 75% of those members of Council voting. Council may make Regulations governing the suspension, its effect and review.

2.9 A technical defect in the appointment of a member of Council of which Council is unaware at the time does not invalidate decisions taken at a meeting of Council.

2.10 A procedural defect of which the members of Council are unaware at the time does not invalidate decisions taken at a meeting.

### **3 Powers of Council**

3.1 Council has the following powers in the administration of the Corporation:

3.1.1 to appoint and to remove (subject to a right of appeal to the Visitor of the College) the Master;

3.1.2 at their absolute discretion, to appoint (and remove) any person (who may

also be a member of Council) to act as Secretary to the Corporation/ Clerk to Council;

3.1.3 to appoint (and remove) a Chair and Deputy Chair from among their number to hold office for so long as the appointee remains a member of Council or for such shorter term as Council sees fit;

3.1.4 to appoint a treasurer, and other honorary officers for as long as the appointee remains a member of Council or for such shorter term as Council sees fit;

3.1.5 to exercise all powers of the Corporation.

### **4 Delegation**

4.1 Subject to these Bye-Laws, Council may delegate any of its powers to such person, by such means, to such an extent, in relation to such matters and on such terms of reference as Council thinks fit and, if Council so specifies, any such delegation may authorise further delegation of Council's powers by any person to whom such powers are delegated.

4.2 Council may also delegate to any committee consisting of two or more individuals appointed by Council 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 members of Council or it is ratified by Council) provided that:

4.2.1 all proceedings of every committee must be reported promptly to Council; and

4.2.2 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 Bye-Laws as regulate the proceedings of Council so far as they are capable of applying except that unless otherwise stated in the terms of reference, the quorum for a committee meeting shall be not less than two, one of whom shall be a member of Council).

4.3 The Council may at any time revoke any delegation in whole or part or alter its terms.

### **5 Declaration of Interests**

5.1 Every member of Council shall declare to Council 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 Corporation or any situation or matter in relation to the Charity that is, or possibly may be, a Conflict of Interest.

5.2 In the case of any proposed transaction or arrangement with the Charity in which a member of Council (or any Connected Person) is interested, he or she must declare the nature and extent of the Interest to Council before the Corporation enters into the transaction or arrangement and at or before each meeting of Council at which the

matter is to be considered or at such meeting before the matter is discussed.

5.3 In the case of any existing transaction or arrangement that has been entered into by the Corporation or any situation or matter in relation to the Corporation in which a member of Council (or any Connected Person) is Interested, he or she must declare the nature and extent of the Interest to Council as soon as is reasonably practicable and before each meeting of Council at which the matter is to be considered or at such meeting before the matter is discussed.

5.4 Any declaration must be made:

5.4.1 at a meeting of Council; or

5.4.2 by notice in Writing to Council; or

5.4.3 by general notice to Council.

5.5 A member of Council is not required to declare an Interest:

5.5.1 where the member of Council is not aware of the Interest (but the member of Council is treated as being aware of matters of which he or she ought reasonably to be aware); or

5.5.2 where the member of Council is not aware of the transaction or arrangement or situation or matter (but the member of Council is treated as being aware of matters of which he or she ought reasonably to be aware); or

5.5.3 if, or to the extent that, the other members of Council are already aware

of the Interest (or ought reasonably to be aware of the Interest).

5.6 The Corporation will maintain a register of all of the Interests declared by members of Council in accordance with this Bye-Law. Council will prepare (and from time to time review) a policy in relation to the declaration and management of Conflicts of Interest.

## **6 Conflicts of Interest**

6.1 Subject to Bye-Law 6.2 and Regulations made for providing for the authorisation and management of Conflicts of Interest, a member of Council shall avoid a situation or matter (including a transaction or arrangement with the Corporation) in which he or she has, or can have, a Conflict of Interest. This duty applies to the exploitation of any property, information or opportunity (and it is immaterial whether the Corporation could take advantage of the property, information or opportunity).

6.2 The duty referred to in Bye-Law 6.1 does not apply to a Conflict of Interest arising in relation to any situation or matter or any transaction or arrangement between the Corporation and any member of Council which is mentioned in paragraph 8.1.1 to paragraph 8.1.5 of the Charter.

## **7 Indemnity**

7.1 The Governors, members of Council, Vice Presidents, committee members, Visitor, employees and officers of the Corporation and the auditors acting in relation to any of the affairs of the Corporation, and all and every

one of them and all and every one of their personal representatives, shall be indemnified and secured harmless out of the assets of the Corporation from and against all actions costs charges losses damages and expenses which they or any of them, or their or any of their personal representatives, shall or may become liable to incur or sustain by or by reason of any act done, concurred in or omitted in, or about the execution of their duties.

7.2 There shall be excepted from the indemnity given by Bye-Law 7.1 such actions, costs, charges, losses, damages, and expenses (if any) as any of the persons aforesaid shall become liable to incur, or sustain by or through his or their own wilful or reckless neglect or default, or through his or their own dishonesty, or in the case of a member of Council through his knowing and/or reckless breach of trust or other breach of duty.

7.3 None of the persons aforesaid shall be answerable for the acts, receipts, neglects or defaults of the other or others of them, or for joining in any receipt for the sake of conformity, or for the defaults of any bankers or other persons with whom any moneys or effects belonging to the Corporation shall or may be lodged or deposited for safe custody, or for the insufficiency or deficiency of any security upon which any moneys of or belonging to the Corporation shall be invested, or for any other loss, misfortune or damage which may happen in the execution of their respective duties or in relation thereto, except the same shall happen by or through



his or their own wilful or reckless neglect or his or their own dishonesty.

## **8 Notices**

8.1 Notices, documents, resolutions or information under these Bye-Laws or under Regulations may be sent or supplied to members of Council by hand, or by post or by suitable electronic means.

8.2 A technical defect in the giving of notice of a meeting of which the members of Council are unaware at the time does not invalidate decisions taken at that meeting.