

**COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL**

**MEMORANDUM OF ASSOCIATION**

**-of-**

**WAC ARTS**

SATURDAY



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14/05/2016

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COMPANIES HOUSE

- 1 The company's name is Wac Arts (and in this document is called the Charity)
- 2 The Charity's registered office is to be situated in England
- 3 The Charity's objects (the Objects) are -
  - (A) To promote, maintain, improve and advance public education, particularly by the promotion of educational drama and other fine arts, especially those activities which seek to make the arts relevant to the community, including drama, mime, dramatic improvisation, literature, dance, singing and music, and to formulate, prepare and establish schemes and activities
  - (B) For the public benefit, in the interests of social welfare to provide, or assist in the provision of, facilities for recreation or other leisure-time and non-leisure time activities with the object of improving the lives of those who need them because they are young, older, infirm, disabled, poor or socially and/or economically disadvantaged, and the facilities will be available to the members of the public at large
  - (C) To provide support and services to charities and other organisations to help them promote the effectiveness and efficiency of those organisations. Services may include professional advice, training, event and conference management and accommodation
  - (D) To promote and improve citizenship and community development via the use of its services and assets
- 4 In addition to any other power it may have, the Charity has the following powers in order to further the Objects (but not for any other purpose)
  - (a) to undertake or sponsor research and to disseminate and publish the results as appropriate,
  - (b) to co-operate and work with other agencies or bodies having similar aims, to exchange information and advice with them and to and encourage the provision and development of appropriate support and educational services,
  - (c) to present, promote, organise, provide, manage and produce, productions, films, broadcasts, concerts, musical pieces, entertainments, exhibitions, tutorials, seminars, courses and workshops, whether on any premises of the Charity or elsewhere,

- (d) to commission written works that further the Objects, and to have them printed, published and issued free or at a charge,
- (e) to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts in the name of the Charity,
- (f) to employ, contribute to pensions and remunerate staff and/or agents as are necessary for carrying out the work of the Charity,
- (g) To buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain, alter and equip it for use, and to rent out space under the ownership or control of the Charity in furtherance of the Objects and subject to such consents as may be required by law
- (h) To sell, lease or otherwise dispose of all or part of the property belonging to the Charity In exercising this power, the Charity will comply as appropriate with sections 36 and 37 of the Charities Act 1993 as amended by the Charities Act 2006,
- (i) to undertake and execute any charitable trusts which may lawfully be undertaken by the Charity and may be necessary for its objects,
- (j) To raise funds and trade In doing so, the Charity must comply with any relevant statutory requirements,
- (k) To deposit or invest funds as provided for and in the same manner and subject to the same conditions as the trustees of a trust are permitted to do so by the Trustee Act 2000,
- (l) To establish or support any charitable trusts, associations or institutions formed for any of the charitable purposes included in the Objects,
- (m) To borrow money and to charge the whole or any part of the property belonging to the Charity as security for repayment of the money borrowed The Charity will comply as appropriate with sections 38 and 39 of the Charities Act 1993 as amended by the Charities Act 2006 if it wishes to mortgage land,
- (n) to establish, operate and maintain or to co-operate with others in establishing, operating and maintaining at such places as may be deemed appropriate by the Charity any dining and refreshment rooms, stalls and facilities for the supply of food, drink and refreshments in furtherance of the Objects,
- (o) to establish local branches,
- (p) (1) to provide indemnity insurance for the Trustees (who are also the Directors of the Company) or any other officer of the Charity, or volunteers in relation to any such liability as is mentioned in sub-clause (2) of this clause, but subject to the restrictions specified in sub-clause (3) of this clause,
- (2) The liabilities referred to in sub-clause (p)(1) are
  - (i) any liability that by virtue of any rule of law would otherwise attach to a Trustee of a company in respect of any negligence, default, breach of duty or breach of trust of which he or she may be guilty in relation to the Charity,

(ii) the liability to make a contribution to the Charity's assets as specified in section 214 of the Insolvency Act 1986 (wrongful trading)

(3) (i) the following liabilities are excluded from sub-clause (2)(i)

- (a) fines,
- (b) costs of unsuccessfully defending criminal prosecutions for offences arising out of fraud, dishonesty or wilful or reckless misconduct of a Trustee, other officer or volunteer,
- (c) liabilities to the Charity that result from conduct that a Trustee, other officer or volunteer knew or must be assumed to have known was not in the best interests of the Charity or about which the person concerned did not care whether it was in the best interests of the Charity or not

(ii) there is excluded from sub-clause (2)(ii) any liability to make such a contribution where the basis of the Trustees liability is within his or her knowledge prior to the insolvent liquidation of the Charity (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Charity would avoid going into insolvent liquidation,

(iii) to set aside income as a reserve against future expenditure but only in accordance with a written policy about reserves,

(iv) to acquire, merge with or enter into any partnership of or joint venture arrangement with any other Charity formed for any of the Objects,

(v) to do all such other lawful things for the achievement of the Objects

5 The income and property of the Charity shall be applied solely towards the promotion of the Objects

6 (a) A Trustee is entitled to be reimbursed from the property of the Charity or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the Charity

(b) Subject to the restrictions in sub-clause 6(e), a Trustee may benefit from trustee indemnity insurance cover purchased at the Charity's expense,

(c) A Trustee may receive an indemnity from the Charity in the circumstances specified in sub-clause 4(p)

(d) None of the income or property of the Charity may be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to any member of the Charity This does not prevent a member who is not also a Trustee receiving a benefit from the Charity in the capacity of a beneficiary of the Charity, or reasonable and proper remuneration from any goods and services supplied to the Charity

(e) No Trustee may

- (i) buy goods or services from the Charity,
- (ii) sell goods, services or any interest in land to the Charity,
- (iii) be employed by or receive remuneration from the Charity,
- (iv) receive any other financial benefit from the Charity

unless the payment or transaction is permitted in accordance with, and subject to the conditions in section 73A or 73F of the Charities Act 1993 (services provided by a Charity trustee to the Charity, trustee indemnity insurance), or previously and expressly authorised in writing by the Charity Commission

(f) in sub clauses (b)-(e) of this clause 6

'Charity' shall include any company in which the Charity

- (i) holds more than 50% of the shares, or
- (ii) controls more than 50% of the voting rights attached to the shares, or
- (iii) has the right to appoint one or more Directors to the Board of the company

'Director' shall include any child, parent, grandchild, grandparent, brother, sister, spouse or civil partner of the Director or any person living with the Director as his or her partner. For the avoidance of doubt, in this document, Directors are referred to as Trustees

(g) If a conflict of interests arises for a Trustee because of a duty of loyalty owed to another organisation or person and the conflict is not authorised by virtue of another provision in this Memorandum or the Articles, the unconflicted Trustees may authorise such a conflict of interest where the following conditions apply

- (i) The conflicted Trustee is absent from the part of the meeting at which there is a discussion of any arrangements or transaction affecting that other organisation or person,
- (ii) The conflicted Trustee does not vote on any such matter and is not to be counted when considering whether a quorum of Trustees is present at the meeting,
- (iii) The unconflicted Trustees consider it is in the interests of the Charity to authorise the conflict of interests in the circumstances applying

## 7 The liability of the Trustees is limited

8 Every member of the Charity undertakes to contribute to the assets in the event of the Charity being wound up while he or she is a member, or within one year after he or she ceases to be a member, for payment of the debts and liabilities of the Charity incurred before he or she ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding £10

9 (a) The Trustees of the Charity may at any time before, and in the expectation of, its dissolution resolve that any net assets of the Charity after all its debts and liabilities have been paid, or provision has been made for them, shall on or before the dissolution of the Charity be applied or transferred in any of the following ways

- (i) Directly in furtherance of the Objects, or
- (ii) By transfer to any Charity or charities for purposes similar to the Objects, or
- (iii) To any Charity for use for particular purposes that fall within the Objects

(b) Subject to any such resolution of the members of the Charity and subject to sub-clause (c) below, the Trustees of the Charity at any time before and in expectation of its dissolution implement such restrictions

(c) In no circumstances shall the net assets of the Charity be paid to or distributed among the members of the Charity (except to a member that is itself a Charity) and if no such resolution described above is passed by the members or the Trustees the net assets of the Charity shall be applied for charitable purposes as directed by the Court or the Charity Commission

**THE COMPANIES ACTS 1985 and 2006**  
**COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL**  
**ARTICLES OF ASSOCIATION**

-of-

**WAC ARTS**

**1.0 Interpretation**

**1 1 In these Articles**

- 'The 1985 Act' means the Companies Act 1985
- 'The 2006 Act' means the Companies Act 2006
- 'The Board' means the board of Trustees (Directors) of the Charity
- 'The Charity' means the company intended to be regulated by these Articles
- 'The Office' means the registered office of the Company
- 'The Seal' means the common seal of the Charity if it has one
- 'The United Kingdom' means Great Britain and Northern Ireland,
- 'Clear days' in relation to the period of a notice means a period excluding the day when notice is given or deemed to be given, and the day for which it is given or on which it is to take effect,
- 'The Commission' means the Charity Commission for England and Wales,
- 'The Memorandum' means the Memorandum of Association of the Charity,
- 'Officers' includes the Trustees (Directors) and the secretary'
- 'Secretary' means the secretary of the Charity or any other person appointed to perform the duties of the secretary of the Charity including a joint, assistant or deputy secretary,
- 'The Directors' means the directors of the Charity The directors are Charity trustees as defined by section 97 of the Charities Acts 1993 For the sake of consistency, the term Trustee is used throughout these Articles,
- In writing means written, printed or lithographed or partly one and partly another, and other modes of representing or reproducing words in visible form

- Words importing one gender include all genders and the singular includes the plural and vice versa
- Unless the context otherwise requires words or expressions contained in these Articles have the same meaning as in the 1985 Act or the 2006 Act but excluding any statutory modification not in force when this constitution becomes binding on the Charity
- Apart from the exception mentioned in the previous paragraph a reference to an act of parliament includes any statutory modification or re-enactment of it for the time being in force
- The provisions of the Memorandum to the extent that they could have been contained in the Articles shall take effect as though repeated here

## **2.0 Members**

2 1 The number of members with which the Charity proposes to be registered is not less than 7 (seven) and no more than 20 (twenty)

2 2 The members shall be the Trustees

2 3 Membership is open to individuals who

- a) Apply to the Charity in the form required by the Trustees, and
- b) Are approved by the Trustees

2 4

- a) The Trustees may only refuse an application for membership if, acting reasonably and properly, they consider it to be in the best interests of the Charity to refuse the application
- b) The Trustees must inform the applicant in writing of the reasons for refusal within 21 days of the decision
- c) The Trustees must consider any written representations the applicant may make about the decision. The Trustees decision following any written representations must be notified to the applicant in writing but shall be final
- d) Membership is not transferable to anyone else

2 5 Trustees must keep a register of names and addresses of the members

## **3.0 Termination of Membership.**

3 1 Membership is terminated if

- a) The member dies,
- b) The member resigns by written notice to the Secretary of the Charity or the Chief Executive unless, after the resignation, there would be less than 7 (seven) members,
- c) Any sum due from the member to the Charity is not paid in full within six months of it falling due,
- d) If they are absent without prior apology from all meetings of the Board in any six month period

- e) The member is removed from membership by a resolution of the Trustees that it is in the best interests of the Charity that his or her membership is terminated. A resolution to remove a member from membership may only be passed if
  - (i) The member has been given at least twenty – one days notice in writing of the meeting of the Trustees at which the resolution will be proposed and the reasons why it is to be proposed,
  - (ii) The member or, at the option of the member, the members' representative (who need not be a member of the Charity) has been allowed to make representations to the meeting

#### **4.0 General Meetings**

- 4 1 An annual general meeting must be held within 18 months of incorporation of the Charity and thereafter annually, and not more than fifteen months may elapse between successive annual general meetings
- 4 2 The Trustees may call a general meeting at any time

#### **5.0 Notice of general meetings.**

- 5 1 The minimum periods of notice required to hold a general meeting of the Charity are
  - (a) fourteen clear days for an annual general meeting or a general meeting called for the passing of a special resolution,
  - (b) fourteen clear days for all other general meetings
- 5 2 A general meeting may be called by shorter notice if it is so agreed by a majority in number of members having a right to attend and vote at the meeting who together hold not less than 90% of the total voting rights
- 5 3 The notice must specify the date, time and place of the meeting and the general nature of the business to be transacted. If the meeting is to be an annual general meeting, the notice must say so. The notice must also contain a statement setting out the right of members to appoint a proxy under section 324 of the Companies Act 2006 and Article 8 of these Articles
- 5 4 The notice must be given to all members and to the Trustees and auditors
- 5 5 The proceedings at a meeting shall not be invalidated because a person who was entitled to receive notice of the meeting did not receive it because of an accidental omission by the Charity
- 5 6 Any director or other person may participate in a meeting of the directors or a committee of which he or she is a member by means of a conference telephone or similar communications equipment whereby all persons participating in the meeting can hear and speak to each other. In determining whether the quorum requirements fixed by Article 6 are fulfilled all directors participating in the meeting in accordance with Article 5 6 shall be counted in the quorum



## **6.0 Proceedings at General Meetings**

- 6 1 No business shall be transacted at any General Meeting unless a quorum is present
- 6 2 A quorum is 3 (three) or one third (whichever is the greater number) of the members entitled to vote on the business to be conducted at the meeting
- 6 3 If
- (a) a quorum is not present within half an hour from the time appointed for the meeting, or
  - (b) during a meeting a quorum ceases to be present,
- the meeting shall be adjourned to such time and place as the Trustees shall determine
- 6 4 The Trustees must reconvene the meeting and must give at least seven clear days notice of the reconvened meeting stating the date, time and place of the meeting
- 6 5 If no quorum is present at the reconvened meeting within 15 minutes of the time specified for the start of the meeting the members present in person or by proxy at that time shall constitute the quorum for that meeting
- 6 6 The Chairperson (if any) of the Board shall preside as Chairperson at every general meeting. If there is no such person, or if he or she is not present within fifteen minutes of the time appointed for the meeting, the Vice Chairperson or in his/her absence, a Trustee nominated by the Trustees shall chair the meeting
- 6 6 The members present in person or by proxy at a meeting may resolve by ordinary resolution that the meeting shall be adjourned. The person who is chairing the meeting must decide the date and time and place at which the meeting is to be reconvened unless those details are specified in the resolution
- 6 8 No business shall be conducted at a reconvened meeting unless it could properly have been conducted at the meeting had the adjournment not taken place
- 6 9 If a meeting is adjourned by a resolution of the members for more than seven days, at least seven clear days notice shall be given of the reconvened meeting stating the date time and place of the meeting

## **7.0 Voting**

- 7 1 Any vote at a meeting shall be decided by a show of hands unless before, or on the declaration of the result of, the show of hands a poll is demanded
- (a) by the person chairing the meeting, or
  - (b) by at least two members present in person or by proxy and having the right to vote at the meeting, or
  - (c) by a member or members present in person or by proxy representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting

- 7 2 (a) The declaration by the person who is chairing the meeting of the result of a vote shall be conclusive unless a poll is demanded  
(b) The result of the vote must be recorded in the minutes of the Charity but the number or proportion of votes cast need not be recorded
- 7 3 (a) A demand for a poll may be withdrawn, before the poll is taken, but only with the consent of the person who is chairing the meeting  
(b) If the demand for a poll is withdrawn the demand shall not invalidate the result of a show of hands declared before the demand was made
- 7 4 (a) A poll must be taken as the person who is chairing the meeting directs, who may appoint scrutineers (who need not be members) and who may fix a time and place for declaring the results of the poll  
(b) The result of the poll shall be deemed to be the resolution of the meeting at which the poll is demanded
- 7 5 (a) A poll demanded on the election of a person to chair a meeting or on a question of adjournment must be taken immediately  
(b) A poll demanded on any other question must be taken either immediately or at such time and place as the person who is chairing the meeting directs  
(c) The poll must be taken within thirty days after it has been demanded  
(d) If the poll is not taken immediately at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken  
(e) If a poll is demanded the meeting may continue to deal with any other business that may be conducted at the meeting

## **8.0 Proxies: appointment and voting.**

- 8 1 Any member is entitled to appoint another Trustee but no other person as a proxy to exercise all or any of the member's rights to attend and to speak and vote at a general meeting of the Charity
- 8 2 The appointment of a proxy shall be executed by or on behalf of the appointor and shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Trustees may approve) -

Wac Arts

I/We, \_\_\_\_\_, of \_\_\_\_\_, being a member/members of the above-named Charity, hereby appoint \_\_\_\_\_ of \_\_\_\_\_, or failing him/her, \_\_\_\_\_ of \_\_\_\_\_, as my/our proxy to vote in my/our name[s] and on my/our behalf at the general meeting of the Charity to be held on DD/MM/YYYY, and at any adjournment thereof  
Signed on DD/MM/YYYY

- 8 3 Where it is desired to give members an opportunity of instructing the proxy how to act the appointment of a proxy shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Trustees may approve) -

Wac Arts

I/We, \_\_\_\_\_, of \_\_\_\_\_, being a member/members of the above-named Charity, hereby appoint \_\_\_\_\_ of \_\_\_\_\_ or failing him/her, of, as my/our proxy to vote in my/our name[s] and on my/our behalf at the general meeting of the Charity, to be held on DD/MM/YYYY, and at any adjournment thereof This form is to be used in respect of the resolutions mentioned below as follows

Resolution No 1 for/against\*

Resolution No 2 for/against\*

\*Strike out whichever is not desired

Unless otherwise instructed, the proxy may vote as the proxy thinks fit or abstain from voting

Signed on DD/MM/YYYY

- 8 4 The appointment of a proxy and any authority under which it is executed (or a copy of such authority certified by a notary or in some other way approved by the Trustees) may be lodged with the Charity as follows

- (a) in the case of an instrument in writing be deposited at the office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Charity in relation to the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or
- (b) in the case of an appointment contained in an electronic communication, where an address has been specified for the purpose of receiving electronic communications -
  - (i) in the notice convening the meeting, or
  - (ii) in any instrument of proxy sent out by the Charity in relation to the meeting, or
  - (iii) in any invitation contained in an electronic communication to appoint a proxy issued by the Charity in relation to the meeting, it must be received at such address not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote,
- (c) in the case of a poll taken more than 48 hours after it is demanded, be deposited or received as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll, or

- (d) where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the person chairing the meeting or to the secretary or to any Trustee

8 5 An appointment of proxy which is not deposited, delivered or received in a manner described in sub-clauses 8 4 shall be invalid

8 6 A vote given or poll demanded by proxy shall be valid even if the authority of the person voting or demanding a poll has been determined unless notice of the determination was received by the Charity at

- (a) its registered office, or
- (b) at such other place at which the instrument of proxy was duly deposited, or
- (c) (where the appointment of the proxy was contained in an electronic communication) at the address at which such appointment was duly received before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll

#### **9.0 Written resolutions.**

9 1 A resolution in writing agreed by a simple majority (or in the case of a special resolution by a majority of not less than 75%) of the members who would have been entitled to vote upon it had it been proposed at a general meeting shall be effective provided that a copy of the proposed resolution has been sent to every eligible member and a simple majority (or in the case of a special resolution a majority of not less than 75%) of members has signified its agreement to the resolution in an authenticated document which has been received at the registered office within the period of 28 days beginning with the circulation date. A resolution in writing may comprise several copies to which one or more members have signified their agreement

#### **10.0 Votes of members.**

10 1 Subject to Article 2, every member shall have one vote

10 2 Any objection to the qualification of any voter must be raised at the meeting at which the vote is tendered and the decision of the person who is chairing the meeting shall be final

#### **11.0 Trustees.**

11 1 A Trustee must be a natural person aged 16 years or older

11 2 No one may be appointed a Trustee if he or she would be disqualified from acting

11 3 The number of Trustees shall be not less than 7 and not more than 20

11 4 The first Trustees shall be those persons notified to Companies House as the first Trustees of the Charity

11 5 A Trustee may not appoint an alternate Trustee or anyone to act on his or her behalf at meetings of the Trustees

## **12.0 The Appointment of Trustees.**

12 1 The Charity may by ordinary resolution.

- (a) appoint a person who is willing to act to be a Trustee, and
- (b) determine the rotation in which any additional Trustees are to retire

12 2 No person other than a Trustee retiring by rotation may be appointed a Trustee at any general meeting unless

- (a) he or she is recommended for re-election by the Trustees, or
- (b) not less than fourteen nor more than thirty-five clear days before the date of the meeting, the Charity is given a notice that
  - (i) is signed by a member entitled to vote at the meeting,
  - (ii) states the member's intention to propose the appointment of a person as a Trustee,
  - (iii) contains the details that, if the person were to be appointed, the Charity would have to file at Companies House, and
  - (iv) is signed by the person who is to be proposed to show his or her willingness to be appointed

12 3 All members who are entitled to receive notice of a general meeting must be given not less than seven nor more than twenty-eight clear days' notice of any resolution to be put to the meeting to appoint a Trustee other than a Trustee who is to retire by rotation

12 4 The appointment of a Trustee, whether by the Charity in general meeting or by the other Trustees, must not cause the number of Trustees to exceed any number fixed as the maximum number of Trustees.

## **13.0 Powers of Trustees.**

13 1 The Trustees shall manage the business of the Charity and may exercise all the powers of the Charity unless they are subject to any restrictions imposed by the 1985 Act or the 2006 Act, the Memorandum, these Articles or any special resolution

13 2 The Board may delegate any of its powers or discretions to any committee on the basis set out in Article 18 The proceedings of any committees shall be governed by these Articles regulating the proceedings of the Board so far as they are capable of applying

13 3 No alteration of the Memorandum or these Articles or any special resolution shall have retrospective effect to invalidate any prior act of the Trustees

13 4 Any meeting of Trustees at which a quorum is present at the time the relevant decision is made may exercise all the powers exercisable by the Trustees

#### **14.0 Retirement.**

14 1 At the first annual general meeting all the Trustees must retire from office unless by the close of the meeting the members have failed to elect sufficient Trustees to hold a quorate meeting of the Trustees

14 2 Each Trustee is appointed for a period of 3 years unless they choose to resign their office early For avoidance of doubt the term is a maximum of 3 years or the shorter period up to the relevant AGM

14 3 A Trustee may offer themselves for re-election no more than two times at an AGM i e a maximum term of 9 years

14 3 If a Trustee is required to retire at an annual general meeting by a provision of these Articles the retirement shall take effect upon the conclusion of the meeting

#### **15.0 Disqualification and removal of Trustees.**

15 1 A Trustee shall cease to hold office if he or she

- (a) ceases to be a Trustee by virtue of any provision in the Act or is prohibited by law from being a Trustee,
- (b) is disqualified from acting as a Trustee by virtue of section 72 of the Charities Act 1993 (or any statutory re-enactment or modification of that provision),
- (c) ceases to be a member of the Charity,
- (d) becomes incapable by reason of mental disorder illness or injury of managing and administering his or her own affairs;
- (e) resigns as a Trustee by notice to the Charity (but only if at least two Trustees will remain in office when the notice of resignation is to take effect), or
- (f) is absent without offering apologies in advance from all Board meetings held within a period of six consecutive months and the Trustees resolve that his or her office be vacated

#### **16.0 Trustees' remuneration.**

16 1 The Trustees must not be paid any remuneration unless it is authorized by clause 6 of the Memorandum

#### **17.0 Proceedings of Trustees.**

17 1 The Trustees may regulate their proceedings as they think fit, subject to the provisions of these Articles

- 17 2 Any Trustee may call a meeting of the Trustees
- 17 3 The secretary must call a meeting of the Trustees if requested to do so by a Trustee
- 17 4 Questions arising at a meeting shall be decided by a majority of votes
- 17 5 No decision may be made by a meeting of the Trustees unless a quorum is present at the time the decision is purported to be made
- 17 6 The quorum shall be three or the number nearest to one third of the total number of Trustees, whichever is the greater, or such larger number as may be decided from time to time by the Trustees
- 17 7 A Trustee shall not be counted in the quorum present when any decision is made about a matter upon which that Trustee is not entitled to vote
- 17 8 If the number of Trustees is less than the number fixed as the quorum, the continuing Trustees or Trustee may act only for the purpose of filling vacancies or of calling a general meeting
- 17 9 The Trustees shall appoint a Trustee to chair their meetings (the Chairperson) and may at any time revoke such appointment. The Trustees shall also appoint a Trustee to act in the absence of the Chairperson (the Vice Chairperson) and may at any time revoke such appointment. The Board may designate other offices as it sees fit, and shall make a clear statement of the duties of any such office
- 17 10 If no-one has been appointed to chair meetings of the Trustees or if the person appointed is unwilling to preside or is not present within ten minutes after the time appointed for the meeting, the Trustees present may appoint one of their number to chair that meeting
- 17 11 The Chairperson and Vice Chairperson shall have no functions or powers except those conferred by these Articles or delegated to him or her by the Trustees
- 17 12 A resolution in writing agreed by a simple majority of all the Trustees entitled to receive notice of a meeting of Trustees or of a committee of Trustees and to vote upon the resolution shall be as valid and effectual as if it had been passed at a meeting of the Trustees or (as the case may be) a committee of Trustees duly convened and held provided that
- (a) a copy of the resolution is sent or submitted to all the Trustees eligible to vote, and
  - (b) a simple majority of Trustees has signified its agreement to the resolution in an authenticated document or documents which are received at the registered office within the period of 28 days beginning with the circulation date

- 17 13 The resolution in writing may comprise several documents containing the text of the resolution in like form to each of which one or more Trustees has signified their agreement

#### **18.0 Delegation, declaration of interests and eligibility**

- 18 1 The Trustees may delegate any of their powers or functions to a committee of three or more Trustees but the terms of any delegation must be recorded in the minute book
- 18 2 The quorum for any committee with delegated powers agreed by the Trustees shall be three
- 18 3 The Trustees may impose conditions when delegating, including the conditions that
- (a) the delegated powers are to be exercised exclusively by the committee to whom they delegate,
  - (b) no expenditure may be incurred on behalf of the Charity except in accordance with a budget previously agreed with the Trustees
- 18 3 The Trustees may revoke or alter a delegation
- 18 4 All acts and proceedings of any committees must be fully and promptly reported to the Trustees
- 18 5 A Trustee must declare the nature and extent of any interest, direct or indirect, which a Trustee has in a proposed transaction or arrangement with the Charity or in any transaction or arrangement entered into by the Charity which has not previously been declared. A Trustee must absent himself or herself from any discussions of the Trustees in which it is possible that a conflict will arise between his or her duty to act solely in the interests of the Charity and any personal interest (including but not limited to any personal financial interest)
- 18 6 Subject to paragraph 18 7, all acts done by a meeting of Trustees, or of a committee of Trustees, shall be valid notwithstanding the participation in any vote of a Trustee
- (a) who was disqualified from holding office,
  - (b) who had previously retired or who had been obliged by the constitution to vacate office,
  - (c) who was not entitled to vote on the matter, whether by reason of a conflict of interest or otherwise,
- if without
- (d) the vote of that Trustee, and
  - (e) that Trustee being counted in the quorum,
- the decision has been made by a majority of the Trustees at a quorate meeting
- 18 7 Paragraph 18 6 does not permit a Trustee to keep any benefit that may be conferred upon him or her by a resolution of the Trustees or of a committee of Trustees if, but for paragraph 18 6, the resolution would have been void, or if the Trustee has not complied with Article 18 5



## **19 Seal.**

- 19 0 If the Charity has a seal it must only be used by the authority of the Trustees or of a committee of Trustees authorised by the Trustees. The Trustees may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Trustee and by the secretary or by a second Trustee

## **20.0 Minutes.**

- 20 1 The Trustees must keep minutes of all

- (a) appointments of Officers made by the Trustees,
- (b) proceedings at meetings of the Charity,
- (c) meetings of the Trustees and committees of Trustees including
  - (i) the names of the Trustees present at the meeting,
  - (ii) the decisions made at the meetings, and
  - (iii) where appropriate the reasons for the decisions

## **21.0 Accounts.**

- 21 1 The Trustees must prepare for each financial year accounts as required by the 2006 Act. The accounts must be prepared to show a true and fair view and follow accounting standards issued or adopted by the Accounting Standards Board or its successors and adhere to the recommendations of applicable Statements of Recommended Practice

- 21 2 The Trustees must keep accounting records as required by the 2006 Act

## **22.0 Annual Report and Return and Register of Charities.**

- 22 1 The Trustees must comply with the requirements of the Charities Act 1993 with regard to

- (a) the transmission of the statements of account to the Commission,
- (b) the preparation of an Annual Report and its transmission to the Commission,
- (c) the preparation of an Annual Return and its transmission to the Commission

- 22 2 The Trustees must notify the Commission promptly of any changes to the Charity's entry on the Central Register of Charities

- 22 3 Any notice to be given to or by any person pursuant to the Articles

- (a) must be in writing, or
- (b) must be given using electronic communications

22 4 The Charity may give any notice to a member either

- (a) personally, or
- (b) by sending it by post in a prepaid envelope addressed to the member at his or her address, or
- (c) by leaving it at the address of the member, or
- (d) by giving it using electronic communications to the member's address

22 5 A member who does not register an address with the Charity or who registers only a postal address that is not within the United Kingdom shall not be entitled to receive any notice from the Charity

22 6 A member present in person at any meeting of the Charity shall be deemed to have received notice of the meeting and of the purposes for which it was called

22 7 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given

22 8 Proof that a notice contained in an electronic communication was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice was given

22 9 A notice shall be deemed to be given

- (a) 48 hours after the envelope containing it was posted, or
- (b) in the case of an electronic communication, 48 hours after it was sent

### **23.0 Indemnity.**

23 1 Subject to the provisions of the Acts but without prejudice to any indemnity to which a Trustee may otherwise be entitled, the Charity shall indemnify every Trustee, Auditor, Reporting Accountant, or other officer of the Charity against any liability of the directors which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of duty or breach of trust of which they may be guilty in relation to the Charity provided that any insurance cover obtained or indemnity shall not extend to any claim arising from any act or omission which the directors knew or ought reasonably to have known was a breach of trust or which was committed by the directors in reckless disregard of whether it was a breach of duty or breach of trust

23 2 The Board shall have power to resolve pursuant to clause 4(p)(1) of the Memorandum to effect indemnity insurance notwithstanding their interest in such policy

### **24.0 Rules.**

24 1 The Trustees may from time to time make such reasonable and proper rules or bye laws as they may deem necessary or expedient for the proper conduct and management of the Charity

24 2 The bye laws may regulate the following matters but are not restricted to them

- (a) the admission of members of the Charity and the rights and privileges of such members, and the entrance fees, subscriptions and other fees or payments to be made by members,
- (b) the conduct of members of the Charity in relation to one another, and to the Charity's employees and volunteers,
- (c) the setting aside of the whole or any part or parts of the Charity's premises at any particular time or times or for any particular purpose or purposes,
- (d) the procedure at general meetings and meetings of the Trustees in so far as such procedure is not regulated by the Act or by these Articles,
- (e) generally, all such matters as are commonly the subject matter of company rules

24 3 The Charity in general meeting has the power to alter, add to or repeal the rules or bye laws

24 4 The Trustees must adopt such means as they think sufficient to bring the rules and bye laws to the notice of members of the Charity

24 5 The rules or by laws, shall be binding on all members of the Charity No rule or by law shall be inconsistent with, or shall affect or repeal anything contained in, the Memorandum or these Articles

Signatures, Names and Addresses of Subscribers

Dated

Witness to the above Signatures

Name

Address

Occupation

**Wac Arts and Hamden Trust  
Minutes of the Board Meeting  
Thursday 10<sup>th</sup> March, 2016 at 6.00pm in the Cafe**

**Present:** Liz Cleaver (LC) - Chair, Richard Gold (RG), Rosie Hytner (RH), Lew Hodges (LH), Mark Malcomson (MM), Ellen Schmidt (ES), Andrew Shaw (AS), John Shepperd (JS)

**Observers:** John Bolt (JB), Jeanefer Jean-Charles (JJC), Jolyon Brewis (JB),

**In attendance:** Celia Greenwood (CG)

Jo Yeoman, Youth Inclusion Officer and Leonie Elliot-Graves, 'Buddy' gave a presentation to the Trustees about WA Buddying, Transition and Advocacy Services. They showed two short films illustrating this work. Definitions taken from the WA website

*'Wonder Wac Arts buddying, transitions and advocacy scheme is an exciting development in our programme for young people with special educational needs and disabilities and their families. Focusing on communication, interpersonal skills and engagement, these projects involve buddies and advocates in creative ways to build networks and open up young people's worlds'*

**• Buddying**

*Wonder Wac Arts members are introduced to a 'buddy' to engage in shared hobbies and activities where friendships are then developed. Buddies are able to support young people to enable greater access to a wide range of situations and activities and to have a good time!*

*Sessions include trips out, activities at home, playing music, photography and other social and interest-based activities. The buddying scheme enriches lives and can provide vital links to the outside world for young people who might otherwise remain isolated and excluded. Instead, the buddying scheme nurtures friendships and enables young people with even severe special educational needs and disabilities to learn skills in activities they enjoy.*

**• Transitions**

*Our transitions service is all about enabling young people with learning and physical disabilities to have more independence and manage periods of change as they become young adults.*

*A new and very individually focused service, Transitions is for young people experiencing a particular period of transition. It links young 15-18s with a Wac Arts transitions worker to work together on activities and encourage the development of new skills and social networks.*

*Parents and carers are also included with the young people and transitions worker in devising personal goals, which promote independence, confidence and self-esteem. Creative activities include a variety of life-skills tasks based on meal preparation, shopping and budgeting, travel training, personal care and staying safe.*

**• Advocacy**

*Our innovative advocacy service allows young people with disabilities to become more involved in the decision-making processes that affect their lives. Using creative strategies we encourage young people to express their views and opinions, to help to ensure that their needs and views are heard.*

*This incredibly important programme aims to represent young people and especially young people who may be non-verbal or looked after, to keep them safe, healthy and feel listened to and respected.'*

The Trustees discussed the work and noted the following

- The buddying and transitions service has been running for 12 months. It is funded by Camden Council and in a recent consultation it was praised by users
- All three services encourage independence, nurture creativity, self confidence, self respect, respect for others
- Referrals come from Camden Council. Funding is in place until March 2017. In September we will have to reapply
- WA has created a very specialised service and set of skills which have the potential to be taken to other London boroughs
- In order to become a buddy staff undergo a compulsory training. As an optional addition, staff are also able to access Camden's Training and Development Service. Staff have to volunteer for half a term before they are signed up. This helps to ensure the right people are in the programme

Jo Yeoman invited Trustees to Waccess on Saturday at Wac Arts, an event set up to mark National Disabled Access Day. Amongst others, the Mayor of Camden would be attending.

LC thanked Jo and Leonie for their time and reiterated what an important strand of work this is.

## **1 APOLOGIES FOR ABSENCE AND INTRODUCTION OF TWO NEW PROPOSED TRUSTEES**

Trustees: Julieanne Gilbert (JG), Patricia Orwell (PO)

Attendees: Karen Napier (KN), Ken Shoults (KS)

LC welcomed trustee 'inductees' Jolyon Brewis and Jeanfer Jean-Charles who, under the agreed new system, were on a six month probationary period. Jolyon Brewis was also chairing the Building and Operations Sub Committee.

## **2. DECLARATION OF INTERESTS**

None

## **3. SPECIAL RESOLUTION**

As per the email notification dated 17<sup>th</sup> February, 2016, the Trustees passed a special resolution to amend WA Memorandum and Articles of Association to reflect the following:

1. Change the name of the Company from Interchange Trust to Wac Arts
2. Make changes to the section on rotation of directors and their duration of service in line with the recommendations from the Charity Commission. Additional items in the Articles to read as follows:

### **ROTATION OF MEMBERS OF THE BOARD**

- Each director is appointed for a period of 3 years unless they choose to resign their office early. For avoidance of doubt the term is a maximum of 3 years or the shorter period up to the relevant AGM.
- A director may offer themselves for re-election no more than two times at an AGM i.e. a maximum term of 9 years.

Proposed by AS. Seconded by RG. Approved.

## **ACTION:**

- KS to file the updated Mem & Arts reflecting these changes with Companies House.

#### 4. MINUTES OF 25<sup>th</sup> NOVEMBER MEETING MATTERS ARISING

The Minutes of the 25 November meeting were approved as a correct and accurate record of what took place

<b>ACTIONS ARISING FROM 25 November Meeting</b>	<b>STATUS</b>
<b>Update on Governance:</b>  <i>ES and KS to prepare the required Special Resolution notice to be circulated to trustees with the draft minutes after the board meeting</i>  <i>ES and KS to advise LC and AS on any changes that need to be made to the Hamden Trust Mem &amp; Arts</i>	Complete    Ongoing
<b>Chair's Report:</b>  <i>As part of the 'strategy meeting' next June, there would be a session on good governance</i>	To be completed
<b>Executive Director's Report:</b>  <i>KN to complete objectives 2015/16 ASAP and sign off with LC and AS The objectives will come back to the next Board meeting</i>	Complete
<b>Development Report:</b>  <i>JL to circulate names of Trustees at specific T's and F's to the Board to determine whether there are any connections</i>	On going
<b>Bunker Project Update.</b>  <i>CG/KS to work with JB to request a meeting between LC and AS with the DfE/EFA at the highest level possible</i>	Complete
<b>ACTIONS ARISING FROM 1 October Meeting</b>	<b>STATUS</b>
<b>Hamden Trust Update:</b> <i>The Wac Arts and Hamden Trust Mem and Arts will be reviewed by ES with KS and bring back recommendation and suggested changes (This item relates to the whether WA and The Hamden Trust should have the same set of Trustees)</i>	Ongoing
<b>Chair's Report:</b> <i>LC states that going forward the Board should record when documents are updated and when they will need doing so again so that this information can be accessed easily in the future (KS to action)</i>	Complete
<b>Bunker Project:</b> <i>Wac Arts needs to be clear on how and who is going to negotiate from the charity's perspective</i>	Discussed during the meeting, linked to the future 'Vision' of the Building

## **5. COMMITTEE REPORTS AND MATTERS ARISING**

### **5.1. PROGRAMMES SUB COMMITTEE: MM to provide general update and presentation of Prevent: reference Draft Minutes PSC meeting, 12 January 2016**

MM reported that the PSC had got off to a good start. Initial meetings had focussed on preparing the Diploma course for Ofsted, in particular the Self Assessment Review (SAR). Co-opted members Wendy Moss and Nick Duran bring technical and teaching experience to the table and were instrumental in achieving the Grade 2.

Today's meeting was cancelled due to the Ofsted inspection. There will be a vigorous debrief once the report has been formally issued. As it currently exists, the Diploma Course is too small to be able to achieve a Grade 1 but MM thinks it is within reach next time.

**Prevent Training:** MM introduced this item and would lead on it for Wac Arts trustees.

Prevent is a Government Strategy to instil British values. Essentially an anti-radicalisation policy designed to protect vulnerable young people.

MM recommended that Trustees should take time to do the 45 minute e-learning course and test. All agreed that this was a good idea. CG noted that the Programmes team had already completed the training.

#### **ACTION:**

- MM to provide Trustees access to Prevent training

MM noted that the current plan to review all Programmes this year is overly ambitiously and would revise the timetable accordingly.

LC reported that JJC who teaches at Wac Arts would join the PSC.

### **5.2. BUILDINGS AND OPERATIONS SUB COMMITTEE: JB to provide a general update: reference Draft Minutes of BOSC meeting, 28 January 2016**

Jolyon Brewis reported on the first meeting of the newly formed Building and Operations Sub Committee (BOSC) drawing attention to the following:

The BOSC terms of reference to be reviewed and tweaked. To be signed off at the next meeting and brought to the Board for approval. The membership of the Committee to be looked at also.

Building usage to be looked at –need to get the balance right between WA core programme and other revenue streams.

The long term vision of the building needs consideration. The framework for this to be mapped out and discussed at the Awayday on 9<sup>th</sup> June. JB to ensure he is fully briefed on all previous 'plans' for the building (He had already had a handover with predecessor Brian Fagan).

The renewal of the Café contract and U3A's contract extension need to be looked at in conjunction with the future vision of the building. A meeting with U3A was set up for Tuesday. The Café contract would probably be renewed for a year whilst WA considers its position.

A working group to be set up to determine a work flow / strategy linking these strands

AS recapped the current state of play with U3A (minutes extracted from 24 February FSC meeting)

**U3A UPDATE: Proposals to extend partnership with U3A**

*U3A approached Wac Arts at the end of last year to see if we were prepared to renegotiate our room leases with them to secure for a longer period of tenancy with an upfront payment to do so. It seems that they have recently benefitted from a legacy (noted as substantial but unqualified) from one of their members which has triggered this request*

*They are keen for WA to consider a 15 year term to secure their usage of space in the building. As part of any potential agreement, they are noting that they would be prepared to 'work in partnership' offering to be accommodating in terms of flexibility of payment and would undoubtedly be keen to help Wac Arts meet costs of improving the building if this was seen as benefitting them at the same time*

*Although we have no time frame we have to deliver a reply by, we recognise U3A are keen to move forward the conversation, in the first instance a note has been sent from WA Chair to U3A, thanking them for their top level proposal and noting that given its importance, we are rightly giving this proper consideration and will come back to them in due course*

*A working party will meet around this matter as a priority to include Andrew Shaw (Chair of FSC and WA Vice Chair), Jolyon Brewis (Chair of BOSC and Trustee), Froniga Lambert (BOSC Member) Mark Malcomson (Chair of PSC and Trustee), KS, ME and KN to map out the "pros and cons" of extending the rental agreement and any key negotiation points, should the recommendation be to move forward to more detailed negotiations*

*As part of this working group, we will map out items such as what alternative models might be for extension, what our alternative "like for like" rental might generate from another tenant, could we move around other current occupants so as to release greater space for event income*

*This process must also recognise that we currently don't have a defined plan for the future vision of the building in line with the business objectives (9th June Board Away day strategic discussion)*

*An update to this is that the EFA are looking to see if rather than the Bunker development they may be able to secure space for Wac Arts College within our existing building. Given that the Traffic Wardens lease is up for renewal in July 2016 there could be an option to consider relocating existing tenants [mainly U3A] to give the College a blocked space*

*This would require the support of U3A and we will explore the possibilities and report back*

**5.3. FINANCE SUB COMMITTEE: Draft Minutes of FSC meeting, 24 February 2016**

Minutes taken as read AS to report under Executive Director and COO's report, Item 9.1



## 6. CHAIR'S REPORT

**Wac Arts Twenty Questions:** LC circulated a document prepared by Sioban Whitley-Low and other members of the Executive to support fundraising conversations. All agreed that it was extremely useful and should help to take fundraising to the next level. It was agreed that it could be circulated more widely including to the WacPack.

### **ACTIONS:**

- MV to circulate an electronic copy

**Staff Buddies.** Under the current system, Trustees were due to rotate staff buddies. However, after a short discussion, they agreed that for reasons of continuity, they would stick with the same person during this transitional period. They would rotate buddies after the June Board meeting.

### **6.1. MINUTES OF EXTRAORDINARY BOARD MEETING**

The Board noted the Minutes of the Extraordinary Board meeting that took place on 24<sup>th</sup> February. As per AS's memo to the Trustees dated 10 February and the auditors' recommendation to separate WAC from WA, a vote had been taken in favour of giving up Wac Arts' rights to nominate 3 individuals as Members of the College. Wac Arts will remain a corporate Member (with the position being filled by the Chair) and be 1 of 4 Members (the others being the College's Chair and 2 independent Governors who will shortly be appointed by Members).

### **6.2. FORWARD BUSINESS PLANNING DOCUMENT**

Due to an administrative error, this document had not been circulated to Trustees. MV apologised and to circulate post meeting.

LC noted that it provided an excellent overview of papers coming through the sub-committees to the board.

### **ACTION:**

- MV to circulate post meeting

## **7. MARCOMMS PRESENTATION (*Hayley Butler*)**

Deferred to the Awayday on 9<sup>th</sup> June given the discussion on Values.

## **8. REVIEW OF ORGANISATIONAL OBJECTIVES**

The board noted the current status of the organisational objectives as per the paper provided.

CG noted that things were moving forward on target.

AS noted that the simple tabular format made for easy reading and quick understanding, although some of the other trustees felt this could be enhanced by a 'risk register' style traffic light colour coding system.

### **ACTIONS:**

- The Executive to add colour coding to the paper
- To be reviewed by FSC at their next meeting

The Board noted that objectives are set annually once the Business Plan is signed off. Priorities are taken from the business plan and transposed into organisational objectives and communicated throughout the organisation.

## **9. EXECUTIVE DIRECTOR AND CHIEF OPERATING OFFICER'S REPORT**

### **9.1. EXECUTIVE SUMMARY**

In the absence of the ED and COO, AS updated the Board on the Finance areas

- Q1 results were as expected revenue slightly ahead, costs under control
- Around 50% of Trusts and Foundations money booked before FY started with the rest of the money budgeted towards the end of this FY
- Individual Giving doing well, particularly thanks to Bloomberg gift of £26k
- The Finance Review is on hold until interim replacement for KS is in post. NB AS emphasised that the FSC spend considerable time scrutinising the Ts & Fs figures. It remains one of the biggest risk areas (£150k). Income is difficult to control and predict particularly given that funds are oversubscribed.
- The loss of one fee paying student from the Diploma programme has had a significant impact given the small cohort. The review of the recruitment strategy continues – getting awarded a level 2 by Ofsted should give the course a boost and help WA to plan for the future.
- AS reported on his and Celia's meeting with Sue Archer of the DfE. They had gone back to first principals and presented an overview of Wac Arts' own financials, the history of Wac Arts' involvement with the College and a breakdown of the subsidy Wac Arts had provided to the College in its first two years. They also made a proposal for a further one year deal covering academic year 2016-17 at a more realistic rent. Once this had been agreed, we could move on to discuss a longer term plan for the College's accommodation including the potential development of the bunkers.

Sue Archer responded positively to the proposal and undertook to take it back to her colleagues for approval. AS said that this needed to be resolved by 29<sup>th</sup> February so that Wac Arts could take it to the FSC and Board and the College could plan. If no agreement could be reached by then, both parties would need to look at alternatives for academic year 2016/17.

The DfE is currently paying £56k in rent for the College. AS and CG's proposal showed the detailed justification for increasing the rent to £101k (both figures exclusive of an additional £5 psf in service charges) for the same space.

The DfE subsequently came back with an offer of £94k which was rejected and a counter proposal of £99,800 made. This was accepted by the DfE, and leases are currently being drawn up by their legal department.

The next deadline is 31 July by which time we want to have reached agreement on a plan for year 4 onwards, including a go/no-go decision on the bunkers.

Given the continuing uncertainty on the 'Bunker Project', the Trustees agreed that they must have their own vision of the building before going into discussions with the DfE. The general consensus was that the bunker project would not be going ahead in the near future and therefore, WA needed to recreate a vision for the building that is realisable.

#### **ACTION:**

- Start work on a vision for the building to be discussed at the Board Awayday in June

## **9.2. MANAGEMENT ACCOUNTS AND BALANCE SHEET**

The Board noted the Management Accounts and Balance Sheet

## **9.3. CASH FLOW FORECAST**

The Board noted the Cash Flow Forecast

## **9.4. 2015/16 BUDGET UPDATE**

The Board noted the changes to the 2015/16 Budget

## **10. CHIEF EXECUTIVE'S REPORT**

On behalf of the Trustees, LC congratulated the Executive team on how well the Ofsted inspection had gone. She thanked all those who had contributed to the paperwork, particularly the PSC for their work on the Self-Assessment Review (SAR) which Ofsted had deemed to be excellent.

### **10.1. PROGRAMMES' UPDATE**

The Trustees noted the Programmes update paper.

### **10.2. DIPLOMA UPDATE**

Given this week's Ofsted inspection, the Diploma Update paper circulated was out of date.

The Ofsted result ensures WA eligibility for Dance and Drama Awards (DaDAs) as well as the equivalent of student loans. Both of these things will make the Diploma course more attractive, and push up the chances of recruiting fee paying students.

Although the paperwork for the 24+ loans is very difficult to decipher – the Council for Dance Education and Training (CDET) and DramaUK have done a lot of work to help simplify the process for applicants - MM emphasised his experience in this area and offered to help.

#### **Action:**

- MM to assist CG with the 24+ loan paperwork

LC drew attention to Martha Stylianou's report in the Programmes update to demonstrate the day-to-day pressures staff are under.

### **10.3. WAC ARTS POLICIES: SOCIAL MEDIA POLICY**

CG reminded the Board that, in line with Ofsted requirements, she would be presenting policies to the Board at each meeting, for periodic review and approval.

The Programmes Sub Committee had reviewed and recommended the Social Media Policy.

***MM proposed it to the Board and it was seconded by RG. The policy was approved.***

## **11. WAC ARTS COLLEGE UPDATE : CHAIR'S REPORT**

John Bolt, Chair of WA College spoke to the paper circulated ahead of the meeting.

- He reiterated the new governance framework – reducing the presence of WA - now that the College was more established ES had already stepped down as a Trustee of the College and the College had made four independent appointments, with more to come

#### **ACTION:**

- CG to remove the Trustee recruitment advert from the WA website

- He highlighted the continuing building issues (primarily, increased number of students in limited, open space) that are hampering College staff day to day
- He advised of a new DfE adviser and the recent visit / report they had written which will be reviewed by the College Board at their next meeting
- He noted that in 2017 the funding regime for schools in England will be subject to change in line with the 'national funding formula' which will reduce funding for London education which was of some concern. The College budget is already under a lot of pressure
- WA Trustees were invited to the next College 'sharing of work' opportunity on Wednesday 23<sup>th</sup> March
- He expressed concern about KS' resignation and the impact this will have on the College. AS emphasised that this would provide an opportunity to review the situation and redefine how the College accounts were prepared, and how the College staff could access more frequently updated information
- An issue was raised relating to the procedure around appointing new Trustees which LC, AS and JB agreed to discuss outside of this meeting

## **12. FORTHCOMING EVENTS**

The Trustees noted the events sheet

## **13. ANY OTHER BUSINESS**

### **Ken Shoults, COO**

LC briefed the Board on KS's resignation. He officially resigned on 29<sup>th</sup> February. He wrote a two sided letter of resignation to CG which after some discussion with LC and AS he asked to be circulated to the Board of Trustees. The letter was circulated and read by the Board.

AS/LC would go about finding an interim replacement who could move things forward until a new Chief Executive was in place. They would spec out financial priorities ASAP and ensure a smooth handover with KS.

### **Chief Executive Recruitment**

LC reported that they had shortlisted 6 candidates from a pool of 22 applicants although one candidate had dropped out as they had accepted another role. First round interviews were scheduled tomorrow at City Lit (thanks were given to MM for hosting), followed by a staff interview and tour of the building on Thursday 17 March. Second interviews were scheduled for Tuesday 22 March.

Through the staff buddying system, Trustees would seek to reassure staff through this period of change.

## **14. CLOSED SESSION**

The Trustees did not meet in private