THE CHARITY COMMISSION FOR ENGLAND AND WALES

Under the power given in the Charities Act 2011

Orders that from today, the

19 June 2019

this

SCHEME

will alter or affect the existing trusts of the charity

known as

REGENT'S PARK COLLEGE (309710)

at

Oxford

Laura Jenkins

A member of staff of the Charity Commission authorised to act on behalf of the Charity Commission

Reference Number: 375/1920
Case Number: C-500242

1. Definitions

In this scheme:

"the charity" means the charity identified at the beginning of this scheme

"the Commission" means the Charity Commission for England and Wales.

"the trustees" means the trustees of the charity acting under this scheme and "trustee" means one of the trustees.

"the Company" means Regent's Park College (company number 11470540, charity number 1181801)

'governing document' means scheme dated 10 August 2011 and amended by resolution dated 23 February 2019

2. Administration

(1) The charity is to be administered in accordance with its existing governing document as altered or affected by this scheme.

(2) The provisions of this scheme will take effect on the Incorporation Date (being the effective date in the transfer agreement to be entered into between the trustees for the time being of the charity and the Company).

3. Trustee

The company is appointed as the sole trustee of the charity.

4. Alteration of governing document

The governing document will take effect with:

(1) Clause 9 deleted and replaced with the following:

9. Payments and other benefits to charity trustees

(1) A trustee (or, where there is a corporate trustee, a director and/or member of a trustee) may receive from the charity reasonable expenses properly incurred, or to be incurred, by him, her or it when acting on behalf of the charity.

(2) An employee may be appointed as a trustee of the charity (and/or as a director and/or member of a corporate trustee of the charity).

(3) Someone who is a trustee, director, member, or employee of, a corporate trustee of the charity which is itself a charity (or of any wholly owned subsidiary of such charitable corporate trustee) may be employed by the charity notwithstanding any conflict of interest provided that any conflicts of interest are properly managed within the corporate trustee in making the decision.

(4) A trustee (and/or director and/or member of a corporate trustee) may be employed by the charity (but not for acting as a trustee) but only strictly in accordance with the provisions in sub-clause (6) of this clause.

(5) No trustee (or director of a corporate trustee) may:

(a) buy or receive goods or services from the charity on terms preferential to those applicable to other members of the public; or

(b) receive any payment or other financial benefit from the charity; or

(c) acquire or hold any interest in property of the charity (except in order to hold it as a trustee of the charity);

unless the payment or transaction is:

(d) permitted in accordance with, and subject to the conditions in, sections 185 or 189 of the Charities Act 2011 (services including goods supplied in connection with the service provided by a charity trustee to a charity; trustee indemnity insurance); or

(e) permitted in accordance with, and subject to the conditions in, this clause 9;

(f) to a corporate trustee which is itself a charity with objects which are the same as, within, or similar to those of the charity (in which case the payment may be made notwithstanding any conflict of interest provided that the directors of the corporate trustee believe that the transaction or arrangement furthers the objects of both charities); or

(g) previously and expressly authorised in writing by the Commission.

(6) A trustee (including a company, firm, LLP or similar) of which a trustee is a director, member or employee ("**the company**")) or a director and/or member of a corporate trustee of the charity may receive payment or other financial benefit for goods and/or services supplied to the charity, provided that:

(a) the sums paid to the trustee (or the company or the director and/or member) do not exceed an amount that is reasonable in all the circumstances; and

(b) (except where there is a sole corporate trustee) the trustee is absent from the part of any meeting at which there is discussion of the proposal to enter into a contract or arrangement with him, her, it or the company with regard to the supply of goods to the charity; and

(c) (except where there is a sole corporate trustee) the other trustees are satisfied that it is in the interests of the charity to contract with that trustee or that company, rather than with someone who is not a trustee or connected to a trustee (in reaching that decision, the trustees must balance the advantages and disadvantages of contracting with a trustee); and

(d) the decision is reached in accordance with any relevant statute made under clause 6(1) of this Scheme; and

(e) the reason for their decision is recorded by the trustees; and

(f) (except where there is a sole corporate trustee) the number of trustees in receipt of any payments authorised by this clause 9 is a minority of the trustees then in office.

(7) A trustee (and anyone who is a director, member, trustee and/or employee of a corporate trustee) may receive and retain the remuneration and benefits (including e.g. any provision of housing) paid or provided to him or her in respect of his or her employment by the charity notwithstanding that he or she is a charity trustee (or director, member, trustee and/or employee of a charity trustee); *provided that* he or she is not remunerated for work done in his or her capacity as a charity trustee, and that the relevant procedure in clause 10 is followed at any meeting during which the matters to be discussed include the appointment, reappointment, remuneration or other terms of employment of that individual or of any other employee or group of employees with whom his or her terms of employment are or may be linked. Where such matters do not concern the employment of the Principal personally, he or she may remain present in the meeting to give advice, but without the power to vote.

(8) In this clause:

(a) "charity" includes any company in which the charity:

- holds more than 50% of the voting rights at a general meeting; or
- controls more than 50% of the voting rights at a general meeting; or
- has the right to appoint one or more directors to the Board of the company;

(b) "trustee" includes any child, parent, grandchild, grandparent, brother, sister, spouse or civil partner of the trustee or any person living with the trustee as his or her partner."

(2) with the following clause inserted immediately after clause 9:

10. Conflicts of Interest

(a) the charity's sole corporate trustee (being itself a charity with charitable objects which are the same as, within, or similar to those of the charity) shall not be regarded as having a conflict of interest in relation to transactions and arrangements between the charity and the sole corporate trustee; and

(b) conflicts shall be regarded as having been properly managed in relation to clauses 9(3) and 9(7) if they have been managed in accordance with the charitable corporate trustee's own conflicts of interest procedures, as set out in its articles of association."

5. Questions relating to the Scheme

The Commission may decide any question put to it concerning:

(1) the interpretation of this scheme; or

(2) the propriety or validity of anything done or intended to be done under it.