

THE COMPANIES ACT 2006

A COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

**ARTICLES OF ASSOCIATION OF
INDEPENDENT TRAINING SERVICES LIMITED**
Company No. 4274770

INCORPORATED ON 22 AUGUST 2001 AND AS AMENDED
BY SPECIAL RESOLUTIONS DATED 27 MARCH 2002, 14 FEBRUARY 2007,
4 JULY 2007, 19 AUGUST 2011 AND 28 FEBRUARY 2019

M-S. L

Companies Act 2006
Company Limited by Guarantee
ARTICLES OF ASSOCIATION OF
INDEPENDENT TRAINING SERVICES LIMITED

1. Name

The name of the Charity is Independent Training Services Limited (the Charity).

2. Registered Office

The registered office of the Charity is to be in England or Wales.

3. Objects

The objects are

- (i) To advance the education of persons living in England by the promotion of vocational education.
- (ii) To advance education by providing facilities for vocational education and offering opportunities for recreational and other leisure-time occupation for the benefit of those who have need for such facilities.

4. Powers

The Charity has the following powers, which may be exercised only in promoting the Objects:

- 4.1 To develop and maintain training facilities.
- 4.2 To promote or carry out research.
- 4.3 To provide Information, Advice and Guidance.
- 4.4 To publish or distribute information.
- 4.5 To co-operate with other bodies.
- 4.6 To support, administer or set up other charities.
- 4.7 To raise funds (but not by means of taxable trading).
- 4.8 To borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Act).

- 4.9 To acquire or hire property of any kind.
- 4.10 To let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act).
- 4.11 To make grants or loans of money and to give guarantees.
- 4.12 To set aside funds for special purposes or as reserves against future expenditure.
- 4.13 To deposit or invest in funds in any manner (but to invest only after obtaining such advice as the Trustees consider necessary and having a regard to the suitability of investments and the need for diversification).
- 4.14 To delegate the management of investments, but only on terms that:
 - 4.14.1 the investment policy is set down in writing by the Trustees;
 - 4.14.2 every transaction is reported promptly to the Trustees;
 - 4.14.3 the performance of the investments is reviewed regularly with the Trustees;
 - 4.14.4 the Trustees are entitled to cancel the delegation arrangement at any time;
 - 4.14.5 the investment policy and the delegation arrangement are reviewed at least once a year;
 - 4.14.6 all payments due are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt; and
 - 4.14.7 any delegated person must not do anything outside the powers of the Trustees.
- 4.15 To deposit documents and physical assets with any company registered or having a place of business in England and Wales as custodian, and to pay any reasonable fee required.
- 4.16 To insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required.
- 4.17 To provide indemnity insurance to cover the liability of the Trustees 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 Charity.

Any such insurance shall not extend to:

- 4.17.1 any liability resulting from conduct which the Trustees knew, or must be assumed to have known, was not in the best interests of the Charity, or which the Trustees did not care whether it was in the best interests of the Charity or not;
- 4.17.2 any liability to pay the costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud or dishonesty or wilful or reckless misconduct of the Trustees;
- 4.17.3 any liability to pay a fine.
- 4.18 Subject to clause 5, to employ paid or unpaid agents, staff or advisers.
- 4.19 To enter into contracts to provide services to or on behalf of other bodies.
- 4.20 To establish or acquire subsidiary companies to assist or act as agents for the Charity.
- 4.21 To pay the costs of forming a Charity.
- 4.22 To do anything else within the law which promotes or helps to promote the Objects.

5. Benefits to Trustees

- 5.1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the members but:
 - 5.1.1 Trustees may be paid interest at a reasonable rate on money lent to the Charity;
 - 5.1.2 Trustees may be paid a reasonable rent or hiring fee for property or equipment let or hired to the Charity; and
 - 5.1.3 Trustees who are also beneficiaries may receive charitable benefits in that capacity.
- 5.2 A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Charity except:
 - 5.2.1 as mentioned in clauses 4.17 (indemnity insurance), 5.1.1 (interest), 5.1.2 (rent), 5.1.3 (charitable benefits) or 5.3 (contractual payments);

- 5.2.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in the administration of the Charity;
 - 5.2.3 an indemnity in respect of any liability properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings);
 - 5.2.4 payment to any company in which a Trustee has no more than a 1 per cent shareholding; and
 - 5.2.5 in exceptional cases, other payments or benefits (but only with the written approval of the Commission in advance).
- 5.3 A Trustee may not be an employee of the Charity, but a Trustee or a connected person may enter into a contract with the Charity to supply goods or services in return for a payment or other material benefit if:
 - 5.3.1 the goods or services are actually required by the Charity;
 - 5.3.2 the nature and level of the benefit is no more than reasonable in relation to the value of the goods or services and is set at a meeting of the Trustees in accordance with the procedure in clause 5.4; and
 - 5.3.3 no more than one half of the Trustees are interested in such a contract in any financial year.
- 5.4 Whenever a Trustee has a personal interest in a matter to be discussed at a meeting of the Trustees or a committee, he or she must:
 - 5.4.1 declare an interest before the meeting or at the meeting before discussion begins on the matter;
 - 5.4.2 be absent from the meeting for that item unless expressly invited to remain in order to provide information;
 - 5.4.3 not be counted in the quorum for that part of the meeting; and
 - 5.4.4 be absent during the vote and have no vote on the matter.
- 5.5 This clause may not be amended without the written consent of the Commission in advance.

6. **Limited Liability**

The liability of members is limited.

7. **Guarantee**

Every member promises, if the Charity is dissolved while he, she or it remains a member, or within 12 months afterwards, to pay up to £1 towards the costs of dissolution and the liabilities incurred by the Charity while he or she was a member.

8. **Dissolution**

8.1 If the Charity is dissolved, the assets (if any) remaining after provision has been made for all its liabilities must be applied in one or more of the following ways:

- 8.1.1 by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects;
- 8.1.2 directly for the Objects or for charitable purposes which are within or similar to the Objects;
- 8.1.3 in such other manner consistent with charitable status as the Commission approve in writing in advance.
- 8.1.4 A final report and statement of account must be sent to the Commission by the Trustees.

9. **Membership**

9.1 There is only one class of membership of the Charity.

9.2 The Charity shall maintain a register of members.

9.3 Membership of the Charity is not transferable.

9.4 Applications for membership

- 9.4.1 No person shall become a member of the Charity unless—
 - (a) that person has completed an application for membership in a form approved by the Trustees, and
 - (b) the Trustees have approved the application.

9.5 Termination of membership

- 9.5.1 A member may resign from membership of the Charity at any time by giving notice to the Charity in writing,

and that resignation shall take effect when it is accepted by the Board of Trustees, or, if earlier, 7 days thereafter.

- 9.5.2 A person's membership terminates when that person dies or ceases to exist.

10. Annual General Meetings (AGM)

- 10.1 Members are entitled to attend general meetings. General meetings called require at least 21 clear days' written notice specifying the business to be discussed.
- 10.2 There is a quorum at an annual general meeting if the number of members personally present is at least 3.
- 10.3 The Chair or (if the Chair is unable or unwilling to do so) some other member elected by those present presides at an annual general meeting.
- 10.4 Except where otherwise provided by the Articles or the Companies Act, every issue is decided by a majority of the votes cast.
- 10.5 Except for the Chair of the meeting, who in the event of an equality of votes has a second or casting vote, every member present in person has one vote on each issue.
- 10.6 No member is entitled to vote at any annual general meeting unless all money presently payable by him or her to the Charity has been paid.
- 10.7 A member of the Charity may complete a proxy form for annual general meetings to vote on a poll. The proxy form must be in writing in the form set out in paragraph 10.10.1 (one-way proxy form) or 10.10.2 (two-way proxy form) or as near to one of those forms as possible, and signed by the member.
- 10.8 The proxy form must be deposited at the registered office of the Charity, or at another place within the United Kingdom specified for that purpose in the notice convening the meeting, not less than 48 hours before the time set for the meeting or adjourned meeting in question; or in the case of a poll, not less than twenty four hours before the time is appointed for the taking of the poll. If this Article is not complied with the proxy form is invalid.
- 10.9 A vote given or poll demanded by a proxy for a member remains valid despite the previous revocation of the authority of proxy unless notice of revocation was received by the Charity at its registered office before the start of the meeting or adjourned meeting in question.

- 10.10 The forms of proxy are as follows:

10.10.1 the one-way proxy form referred to in Article 10.7 is as follows:

"Independent Training Services Limited

I (name), of (address), being a member of the above Charity submit my proxy form as my vote at the annual general meeting of the Charity to be held on (date) and at any adjournment, and to join in any demand for a poll in accordance with the Articles.

Signed

Dated"

10.10.2 the two-way proxy form referred to in Article 10.7 is as follows:

"Independent Training Services Limited

I (name), of (address), being a member of the above Charity submit my proxy form as my vote at the annual general meeting of the Charity to be held on (date) and at any adjournment, and to join in any demand for a poll in accordance with the Articles.

Signed

Dated"

This form is to be used *in favour of/against the resolution.

10.11 A written resolution signed by all those entitled to vote at a general meeting is as valid as a resolution actually passed at a general meeting. For this purpose the written resolution may be set out in more than one document and will be treated as passed on the date of the last signature.

10.12 Except at first, the Charity must hold an AGM in every year. The first AGM must be held within 18 months after the Charity's incorporation.

10.13 At an AGM the members:

10.13.1 receive the accounts of the Charity for the previous financial year;

10.13.2 receive the Trustees' report on the Charity's activities since the previous AGM;

- 10.13.3 accept the retirement of those Trustees who wish to retire or who are retiring by rotation;
 - 10.13.4 elect Trustees to fill the vacancies arising;
 - 10.13.5 appoint auditors for the Charity if so required by law;
 - 10.13.6 may confer on any individual (with his or her consent) the honorary title of Patron, President or Vice-President of the Charity; and
 - 10.13.7 may discuss and determine any issues of policy or deal with any other business put before them by the Trustees.
- 10.14 Any general meeting which is not an AGM is an EGM (exceptional general meeting).
- 10.15 An EGM may be called at any time by the Trustees.

11. The Trustees

- 11.1 The Trustees as Charity Trustees have control of the Charity and its property and funds. The Trustees when complete consist of at least 5 and not more than 12 Trustees elected by the membership at the AGM each of whom (subject to paragraph 11.5) serves for a term of three years before becoming eligible for re-election.
- 11.2 In the event that fewer than 12 Trustees are elected by an AGM in accordance with paragraph 11.1, those Trustees so elected may co-opt an additional Trustee or Trustee to fill any vacancy but so that the maximum number of Trustees elected under paragraph 11.1 or co-opted under this clause shall not exceed 12.
- 11.3 A co-opted Trustee under paragraph 11.2 holds office only until the next AGM and can only be appointed for a maximum of 3 years.
- 11.4 Every Trustee after appointment or reappointment must sign a declaration of willingness to act as a Charity Trustee of the Charity before he or she may vote at any meeting of the Trustees.
- 11.5 One third (or the number nearest one third) of the Trustees must retire at each AGM, those longest in office retiring first and the choice between any of equal service being made by drawing lots.
- 11.6 A retiring Trustee who remains qualified may be reappointed.
- 11.7 A Trustee's term of office automatically terminates if he or she:

- 11.7.1 is disqualified under the Charities Act from acting as a Charity Trustee;
 - 11.7.2 is incapable, whether mentally or physically, of managing his or her own affairs;
 - 11.7.3 is absent without notice from four consecutive meetings of the Trustees and is asked by a majority of the other Trustees to resign;
 - 11.7.4 resigns by written notice to the Trustees (but only if at least two Trustees will remain in office);
 - 11.7.5 is removed by resolution of the Trustees after they have invited the views of the Trustee concerned and considered the matter in the light of any such views.
- 11.8 A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

12. Trustees' Proceedings

- 12.1 The Trustees must hold at least four meetings each year.
- 12.2 A quorum at a meeting of the Trustees is 3 Trustees.
- 12.3 A meeting of the Trustees may be held either in person or by suitable electronic means agreed by the Trustees in which all participants may communicate with all the other participants.
- 12.4 The Chair or (if the Chair is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting.
- 12.5 Every issue may be determined by a simple majority of the votes cast at a meeting, but a written resolution signed by all the Trustees is as valid as a resolution passed at a meeting. For this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature.
- 12.6 Except for the Chair of the meeting, who in the event of an equality of votes has a second or casting vote, every Trustee has one vote on each issue unless excluded from voting under paragraph 5.4.4.
- 12.7 A procedural effect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

13. Trustees' Powers

The Trustees have the following powers in the administration of the Charity:

- 13.1 To appoint (and remove) any person (who may be a Trustee) to act as Company Secretary in accordance with the Companies Act.
- 13.2 To appoint a Chair, Deputy Chair and other honorary offices from among their number.
- 13.3 To delegate any of their functions to committees consisting of two or more individuals appointed by them. At least two members of every committee must be Trustees and all proceedings of committees must be reported promptly to the Trustees.
- 13.4 To make standing orders consistent with the Articles and the Companies Act to govern proceedings at general meetings.
- 13.5 To make rules consistent with the Articles and the Companies Act to govern their proceedings and proceedings of committees.
- 13.6 To make regulations consistent with the Articles and the Companies Act to govern the administration of the Charity and the use of its seal.
- 13.7 To establish procedures to assist the resolution of disputes or differences within the Charity.
- 13.8 To exercise any powers of the Charity which are not reserved to a general meeting.

13A Members' reserve power

- 13.8.1 The members may, by special resolution, direct the Trustees to take, or refrain from taking, specified action.
- 13.8.2 No such special resolution invalidates anything which the Trustees have done before the passing of the resolution.

14. Records and Accounts

14.1 The Trustees must comply with the requirements of the Companies Act and of the Charities Act as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:

- 14.1.1 annual returns;
- 14.1.2 annual reports; and

14.1.3 annual statements of account.

14.2 The Trustees must keep proper records of:

14.2.1 all proceedings at general meetings;

14.2.2 all proceedings at meetings of the Trustees;

14.2.3 all reports of committees; and

14.2.4 all professional advice obtained.

14.3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any time during normal office hours.

14.4 A copy of the Charity's latest available statement of account must be supplied on request to any Trustee. A copy must also be supplied, within two months, to any other person who makes a written request and pays the Charity's reasonable costs.

15. **Seal**

The common seal of the Charity may only be used by the authority of the Trustees. Every document bearing an impression of the common seal must be signed by a Trustee, and countersigned by the Secretary or a second Trustee.

16. **Notices**

16.1 Notices under the Articles may be sent by hand, by post, or by suitable electronic means.

16.2 The only address at which a member is entitled to receive notices sent by post is an address in the UK shown in the register of members.

16.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:

16.3.1 24 hours notice after being sent by electronic means or delivered by hand to the relevant address;

16.3.2 three clear days after being sent by first class post to that address;

16.3.3 five clear days after being sent by second class or overseas post to that address;

- 16.3.4 on the date of publication of a newspaper containing the notice;
 - 16.3.5 on being handed to the member personally; or, if earlier,
 - 16.3.6 as soon as the member acknowledges actual receipt.
- 16.4 A technical defect in the giving of notice of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

17. Interpretation

- 17.1 In the Articles, unless the context indicates another meaning:
- 17.1.1 'AGM' means an annual general meeting of the Charity;
 - 17.1.2 'the Articles' means the Charity's articles of association;
 - 17.1.3 'Chair' means the Chair of the Trustees;
 - 17.1.4 'the Charity' means the company governed by the Articles;
 - 17.1.5 'the Charities Act' means the Charities Act 1993;
 - 17.1.6 'Charity Trustee' has the meaning prescribed by section 97(1) of the Charities Act;
 - 17.1.7 'clear day' means 24 hours from midnight following the relevant event;
 - 17.1.8 'the Commission' means the Charity Commission;
 - 17.1.9 'the Companies Act' means the Companies Act 2006;
 - 17.1.10 'connected person' means any spouse, partner, parent, child, brother, sister, grandparent or grandchild of a Trustee, any firm of which a Trustee is a member or employee, and any company of which a Trustee is a director, employee or shareholder having a beneficial interest in more than 1 per cent of the share capital;
 - 17.1.11 'custodian' means a person or body who undertakes safe custody of assets or of documents or records relating to them;
 - 17.1.12 'EGM' means an exceptional general meeting of the Charity;

- 17.1.13 'financial expert' means an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;
 - 17.1.14 'financial year' means the Charity's financial year;
 - 17.1.15 'firm' includes a limited liability partnership;
 - 17.1.16 'indemnity insurance' means insurance against personal liability incurred by any Trustee for an act or omission which is or is alleged to be a breach of trust or breach of duty, unless the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;
 - 17.1.17 'material benefit' means a benefit which may not be financial but has a monetary value;
 - 17.1.18 'member' and 'membership' refer to company law membership of the Charity;
 - 17.1.19 'month' means calendar month;
 - 17.1.20 'the Objects' means the Objects of the Charity as defined in section 3;
 - 17.1.21 'Secretary' means the Company Secretary of the Charity;
 - 17.1.22 'taxable trading' means carrying on a trade or business for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects, the profits of which are subject to corporation tax;
 - 17.1.23 'Trustee' means a director of the Charity and 'Trustees' means the directors;
 - 17.1.24 'written' or 'in writing' refers to a legible document on paper;
 - 17.1.25 'year' means calendar year.
- 17.2 Expressions defined in the Companies Act have the same meaning.
- 17.3 References to an Act of Parliament are to that Act as amended or re-enacted from time to time and to any subordinate legislation made under it.

18. **Interpretation**

References to an Act of Parliament are referred to that Act as amended or re-enacted from time to time and to any subordinate legislation made under it.

Company number 04274770

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

WRITTEN RESOLUTION OF THE MEMBERS OF

INDEPENDENT TRAINING SERVICES LIMITED (the "Company")

Circulation Date 28 February 2019

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the following resolution be passed as special resolutions ("**Resolutions**").

Special Resolutions

- 1 THAT** the draft articles of association attached to this resolution ("the **New Articles**") be and are hereby adopted as the articles of association of the Company in substitution for, and to the exclusion of, the Company's existing articles of association.
- 2 THAT** the membership of the existing members of the Company shall continue irrespective of the provisions for admission of members in the New Articles, but subject to the provisions for resignation from membership in the New Articles.

AGREEMENT

Please read the notes at the end of this document before signifying your agreement to the Resolutions.

The undersigned, each being a person entitled to vote on the Resolutions on the Circulation Date, hereby irrevocably agrees to the Resolutions:

Signed by **JOHN BUTT**:

J Butt

Date:

28/02/2019

Signed by **ANDREA COOK**:

A Cook

Date:

28/2/2019

Signed by **MARTIN HORNSHAW**:

M Hornshaw

Date:

28/2/19

Signed by **MICHAEL MALLINSON:**

Date:

Signed by **GRAHAM MUSTIN:**

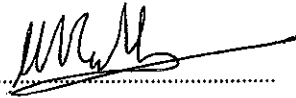
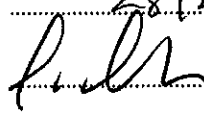
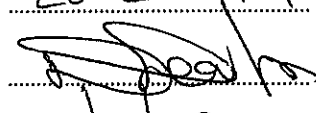
Date:

Signed by **ALASTAIR PARKER:**

Date:

Signed by **DAVID PEAKE:**

Date:


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28/2/19

.....
28.2.2019
A. Parker
28.2.2019

.....
28/2/19

NOTES

1. If you agree with the Resolutions, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following delivery methods:

- **By hand or by post:** delivering the signed copy to the Company's registered office.
- **Email:** by attaching a scanned copy of the signed document to an email and sending it to chris.payne@ind-training.co.uk

If you do not agree to the Resolutions, you do not need to do anything. You will not be deemed to agree if you fail to reply.

2. Once you have indicated your agreement to the Resolutions, you may not revoke your agreement.

3. Unless within 28 days of the Circulation Date, sufficient agreement is received for the Resolutions to pass, it will lapse. If you agree to the Resolutions, please ensure that your agreement reaches us before or during this date.

Barnsley College (the "College")
Church Street
Barnsley
South Yorkshire
S70 2YW

28 February 2019

To: The Board of Governors of the College

Acquisition of Independent Training Services Limited

We refer to the acquisition agreement ("**Agreement**") to be entered into today between John James Butt, Andrea Rose Cook, Martin James Hornshaw, Michael Henry Mallinson, Graham Charles Mustin, Alasdair John Parker, David Allan Peake and Christopher Ronald Payne ("**Warrantors**") and the College for the acquisition by way of a change of membership of Independent Training Services Limited (the "**Company**").

This letter is the Disclosure Letter referred to in the Agreement, and constitutes formal disclosure to the College for the purposes of the Agreement of the facts and circumstances which are or may be inconsistent with the warranties referred to in clause 4 and contained in Schedule 3 of the Agreement ("**Warranties**"). Such facts and circumstances will be deemed to qualify the Warranties accordingly.

Terms defined in the Agreement shall have the same meaning when used in this letter. References in this letter to paragraph headings and numbers shall, unless the context otherwise requires, be to those headings and numbered paragraphs in Schedule 3 of the Agreement ("**Warranty Schedule**"). Such headings and numbering are for convenience only and shall not alter the construction of this letter nor in any way limit the effect of any of the disclosures, all of which are made against the Warranties as a whole. A disclosure or qualification made by reference to any particular paragraph of the Warranty Schedule shall be deemed to be made also in respect of any other paragraph of the Warranty Schedule to which the disclosure or qualification may be applicable.

The disclosure of any matter or document shall not imply any representation, warranty or undertaking not expressly given in the Agreement, nor shall such disclosure be taken as extending the scope of any of the Warranties.

By way of general disclosure, the following matters are Disclosed or deemed Disclosed to the College:

1. the contents of the Agreement and all transactions referred to in it.
2. the contents of the articles of association of the Company and its subsidiary (together the **Target Group**) and the documents annexed to them, copies of which have been provided to the College.
3. all matters which would be revealed by an online search of the file of each member of the Target Group at Companies House on the date of this letter.
4. all matters contained in the deeds to the Properties in the Data Room.
5. all matters apparent from the documents in the Data Room, a list of which is attached at Schedule 1 to this Disclosure Letter.
6. any matters referred to in correspondence between the Sellers or their advisers and the College or its advisers.
7. all matters disclosed in writing to the College's professional advisors.

Please acknowledge receipt of this Disclosure Letter and acceptance of its terms by signing, dating and returning the enclosed copy of this letter.

Yours faithfully,

ANDREA ROSE COOK

JOHN JAMES BUTT

MARTIN JAMES HORNSHAW

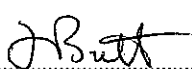
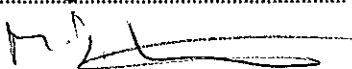
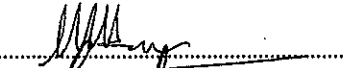
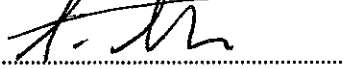
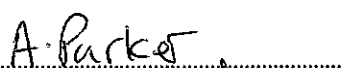
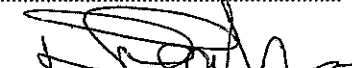
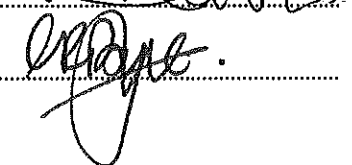
MICHAEL HENRY MALLINSON

GRAHAM CHARLES MUSTIN

ALASDAIR JOHN PARKER

DAVID ALLAN PEAKE

CHRISTOPHER RONALD PAYNE

We hereby acknowledge receipt, and accept the contents, of the Disclosure Letter, of which this is a duplicate.

Signed

For and on behalf of Barnsley College

Date 28/2/19