REVISED ORDINANCES OF THE UNIVERSITY OF KENT

Ordinance One

Terms of Reference of the Council for Dissolution of the University

1. Background

1.1. The Council for Dissolution will govern and oversee the finances, accounts, investments, property, business and all the affairs of the University of Kent (“Kent”), noting the Kent Council resolved on 23 January 2026 to merge with the University of Greenwich (“Greenwich”), and agreed appropriate terms including the transfer of its business, liabilities, properties and assets, with completion of the merger set for 1 August 2026 (the “merger”).

1.2. The merger having now completed, Council for Dissolution will carry out an orderly winding up of any remaining business, to facilitate the eventual dissolution of Kent, and submission of a petition to surrender its Royal Charter.

1.3. It is intended that the Council for Dissolution will, at the appropriate time, agree by Resolution, that Kent be dissolved and surrender its Royal Charter, once all debts and liabilities owed by Kent have been extinguished by way of a transfer to Greenwich (which on completion changed its name to London and South East University Group (“LASE”)) or a third party as provided for in the merger deed entered into by Kent and Greenwich on 23 January 2026 (“Merger Deed”).

1.4. The Council for Dissolution will until dissolution of Kent and the acceptance of a petition to surrender its Charter operate in compliance with the Charter and Statutes applicable from completion of the Merger with the sole purpose of perfecting the merger to enable the winding up and dissolution of Kent.

2. The Council for Dissolution is responsible for:

2.1. overseeing the transfer of any remaining elements of Kent’s business, liabilities, properties and assets to LASE or to a third party and/or extinguishing any liabilities in accordance with the terms of the Merger Deed;

2.2. ensuring sufficient banking arrangements are in place, in accordance with the terms of the Merger Deed, for Kent to:

2.2.1. retain and use agreed level of retained cash to extinguish or deal with any retained liabilities post Completion and to meet any dissolution/winding up costs;

2.2.2. use any reserved sums for professional fees incurred by Kent post dissolution;

2.2.3. receive any monies payable from LASE under the terms of the Merger Deed;

2.2.4. pay the balance of any monies in Kent's bank accounts to LASE including immediately prior to the dissolution of Kent.

2.3. seeking support from LASE as required to enable Kent to complete the winding up phase in accordance with the terms of the Merger Deed and service level agreement, it being agreed and acknowledged that any final decision relating to the winding up and dissolution of Kent will be reserved to the Council for Dissolution.

2.4. In line with the provisions in the Merger Deed, agreeing and implementing a process for:

2.4.1. transferring any remaining assets/property/trade debts/liabilities to LASE;

2.4.2. transferring any remaining assets/property/liabilities to third parties;

2.4.3. novating any contracts to LASE (or a third party where they have not been novated on completion of the merger and 2.4.4 does not apply) where it has been agreed they will be novated that were not novated on completion of the merger;

2.4.4. terminating any contracts where it has been agreed they will be terminated, that were not terminated prior to or on completion of the merger;

2.4.5. dealing with any claims from third parties (including from students);

2.4.6. dealing with any historic employee issues/claims;

2.4.7. providing financial information, as required under the Merger Deed, to LASE;

2.5. Instructing professional advisors;

2.6. Monitoring and managing the financial position of Kent and providing financial information in accordance with regulatory requirements;

2.7. dealing with all matters and actions required to prepare and implement the solvent dissolution of Kent ensuring that Kent complies with the Winding Up Obligations, as referred to in the Merger Deed, which includes:

2.7.1. preparing and submitting the final accounts to LASE; and

2.7.2. passing a resolution for the solvent winding up and dissolution of Kent, subject only to a petition to surrender Kent's Royal Charter and compliance with the charitable and other duties of Kent's Dissolution Council.

2.8. Approving Kent's audited accounts to 31 July 2025 and any future annual accounts of Kent, that may be required, and completion of regulatory requirements;

2.9. Approving Kent's Final Accounts and completion of required independent verifications in accordance with the Merger Deed and regulatory requirements;

2.10. Ensuring there are sufficient policies in place for Kent to operate in the post merger Completion phase (including but not limited to use of the Common Seal and Data protection) and to incorporate relevant policies from LASE where appropriate;

2.11. Considering, adjudicating and redressing any complaints that have not been transferred to LASE;

2.12. Doing all such things to enable Kent to be dissolved in accordance with the terms of the Merger Deed.

3. Powers

3.1. The Council for Dissolution shall have the powers prescribed in the Charter and Statutes. This Ordinance shall be interpreted so as not to conflict with the Charter and Statutes.

4. Membership

4.1. The Council for Dissolution shall have a minimum of 3 Independent Members.

5. Observers In attendance

5.1. Observers from LASE (including LASE Governors who served on the Governing Body of Greenwich or the Council of Kent prior to the merger) may attend Council for Dissolution meetings ("Observers"). Observers are not Members. They may participate in discussions but may not vote and do not count towards a quorum.

6. Appointment of Members

6.1. Members shall be appointed in accordance with the Statutes.

7. Quorum

7.1. The quorum shall be 2 members.

8. Chair

8.1. The Chair shall be appointed by the Council for Dissolution from among the members.

8.2. The Chair shall be empowered to take action on behalf of the Council for Dissolution in any matter being in their opinion either urgent or non-contentious and they shall report the action to the Council for Dissolution at its next meeting and this shall be minuted.

9. Secretary to the Council for Dissolution

9.1. The Council for Dissolution shall, on the recommendation of the Chair, appoint a Secretary to the Council for Dissolution.

10. Frequency of Meetings

10.1. The Council for Dissolution shall meet as frequently as necessary and not less than three times a year. Any Member of the Council for Dissolution may call a meeting of the Council for Dissolution by giving notice in writing to the other Council for Dissolution Members or by authorising the Secretary to give such notice. At least four clear days' notice shall be given before the date fixed for the date of the meeting (or such shorter time as agreed by at least two of the members of the Council for Dissolution).

10.2. The Council for Dissolution shall be empowered to agree actions between them, to include passing written resolutions, outside of formal meetings, if agreed unanimously by circulation of emails between the Members. Any such actions or written resolutions shall be minuted by the Secretary to the Council for Dissolution and go forward to the next ordinary meeting.

11. Conflict of Interest

11.1. The Secretary to the Council for Dissolution will keep a register of Council for Dissolution of Members' interests.

11.2. Members must identify and declare any conflicts of interest to the other Members as soon as they arise. The non-conflicted Members will then consider the appropriate steps to take.

12. Voting, mode of operation and delegation

12.1. Each Member of the Council for Dissolution shall have one vote in respect of matters dealt with by the Council for Dissolution. Decisions shall be made by the Council for Dissolution Members on a majority basis, save as set out herein.

12.2. A decision may take the form of a resolution in writing, which must be signed by every Member of the Council for Dissolution or to which every Member has otherwise indicated agreement in writing, including by exchange of emails.

12.3. Members of the Council for Dissolution will participate in a meeting or part of a meeting when the meeting has been called in accordance with these Terms of Reference. Meetings may be held virtually or in person.

12.4. The Secretary will be a member of staff of LASE, appointed by the Council for Dissolution to act as Secretary for the Council of Dissolution. The role of the Secretary shall be to:

12.4.1. arrange the meetings of the Council for Dissolution;

12.4.2. prepare the agenda and papers for meetings of the Council for Dissolution under the direction of the Chair and circulate the same;

12.4.3. take the minutes of meetings; and

12.4.4. maintain a register of interests as set out in the Statutes,

and for the avoidance of doubt, the Secretary will not undertake an advisory role to the Council for Dissolution

12.5. The Council for Dissolution will liaise with and provide such updates to the Council of LASE, as may be requested

12.6. LASE will provide the Council for Dissolution with access to and use of employees, other staff and resources (including access to books and records) as necessary to enable Kent to comply with its obligations under the Merger Deed, as set out in a service level agreement agreed between Kent and Greenwich / LASE

12.7. The Council for Dissolution will delegate operational implementation of the merger and support with the winding up arrangements to LASE as set out in the Merger Deed and a service level agreement between Kent and Greenwich / LASE, and to third party legal and professional advisers, as appropriate.

13. External Auditor

13.1. To the extent that regulations and law require an external auditor, the Council for Dissolution shall appoint an External Auditor of Kent who shall be a person, firm, company, limited liability partnership or other entity eligible for appointment as a statutory auditor under Section 1212 of the Companies Act 2006 or any statutory modification or re-enactment thereof for the time being in force. No person shall be appointed or remain Auditor who is, or who is connected with or any one of whose partners is, a member of the Council for Dissolution or the staff of Kent.

13.2. The External Auditor shall hold office for such period as the Council for Dissolution may think fit and shall be eligible for re-appointment, and shall receive such remuneration as may be determined from time to time by the Council for Dissolution.

13.3. The External Auditor shall have a right of access at all reasonable times to the books, records and accounts and vouchers of Kent and shall be entitled to require such information and explanation as may be necessary for the performance of the Auditor's duties.

13.4. The External Auditor shall make a report to the Council for Dissolution at least once in every year.

13.5. If the office of External Auditor shall become vacant by death or resignation or any other cause before the expiry of the Auditor's period of office, the Council for Dissolution shall forthwith appoint another Auditor for the remainder of such period.

13.6. The External Auditor may resign by sending notice in writing addressed to the Chair of Council for Dissolution.

14. Winding Up Advisor

14.1. The Council for Dissolution shall appoint a Winding Up Advisor to provide the Winding Up Advisor Services at such time as it agrees that such appointment is required in order to fulfil the Winding Up Obligations (terms as defined in the Transitional Services Agreement with LASE).

Ordinance Two

Procedure for the Application of the Common Seal of the University

1. The Council for Dissolution shall have the sole custody and use of the Common Seal of the University.

2. The approval of the Council for Dissolution, or persons or bodies authorised by the Council generally or in respect of a particular transaction, is required before a deed is executed by the University.

3. A document approved by the University for execution as a deed must make it clear on its face that it is intended to be a deed and have the Common Seal of the University affixed in the presence of either two members of the Council for Dissolution, or one member of the Council and the Secretary to the Council for Dissolution, under the following form of words.

   ‘Executed as a deed by affixing the common seal of the University of Kent in the presence of:
   Signature of Council for Dissolution Member:
   Signature of Council for Dissolution Member / Secretary to Council for Dissolution:’

4. By signing, the signatories under paragraph 3 of this Ordinance confirm:
   (a) the authenticity of the Common Seal;
   (b) that they have seen the approval of the Council for Dissolution, or of the persons or bodies authorised under paragraph 2 of this Ordinance, to execute the deed; and
   (c) that the Common Seal was affixed in their presence.

5. The Secretary to the Council for Dissolution shall be responsible for the safe custody of the Common Seal and shall ensure that every use of the Common Seal be minuted and reported to the next meeting of the Council for Dissolution. The Secretary to the Council for Dissolution will maintain a record of instances where the University seal has been used, in which shall be entered the date on which the Common Seal is affixed, the nature of the instrument and the names of the persons who sign the instrument.

6. The University's Scheme of Delegation outlines the lines of delegation.

Approved by the Council for Dissolution

Effective 1 August 2026