



**Dated 17<sup>th</sup> January 2020**

## **Memorandum of Understanding and Statement of Intent**

between

**Bromsgrove School**

and

**The Bromsgrovian Club**

and

**The Bromsgrove School Foundation**

## Background

- (A) The Bromsgrovian Club ("**the Club**") was founded some 120 years ago on 27 July 1898 for the purpose of fostering communication between the school and its former pupils by the playing of sport, assisting the School financially and furthering the interest and name of the School plus its past and present pupils. The Club is a non-charitable unincorporated association and is controlled by its Committee.
- (B) The Club, Bromsgrove School ("**the School**") and The Bromsgrove School Foundation ("**the Foundation**") have common interests in supporting the advancement of education of pupils at the School and maintaining contact with former pupils of the School.
- (C) Governors of the School ("**the Governors**"), Committee members of the Club ("**the Committee**") and Trustees of the Foundation ("**the Trustees**") met on 29 October 2018 to consider legal advice and review the role, function and purpose of the Club in the context of increasing regulation and following the establishment of the Foundation and the setting up of the alumni office, the Bromsgrovian Office, of the School ("**the Bromsgrovian Office**").
- (D) There has been subsequent discussion and correspondence between representatives of all interested parties.
- (E) It was unanimously agreed that it would be in the best interests of the current members of the Club and the former, current and future pupils of the School for the assets and functions of the Club to be transferred to the School and for the Club to be dissolved.
- (F) This memorandum of understanding and statement of intent ("**MoU**") sets out the principal terms and conditions on, and subject to which:
- (a) with the assistance of the Bromsgrovian Office, the Committee will call a General Meeting of the members of the Club;
  - (b) the Committee will recommend to the membership that resolutions be passed to merge the Club into the School;
  - (c) should the proposal be supported by the Club's members:
    - (i) the assets of the Club and its investment portfolio will be transferred to the Foundation and the Club will be subsequently wound up;
    - (ii) the School will commit to support the various sub groups and activities and to recognise and remember the Club's history and achievement as more particularly described below.
- (G) This MoU is not intended to be legally binding and is subject to the Club's members resolving in favour of these proposals at a General Meeting.

## Main terms agreed

1. In consideration of the Club ceasing to exist and agreeing to transfer all its assets to the Foundation (without deduction), the School and the Club will make the following commitments:
  - 1.1. For a period of at least three (3) years, the Foundation will provide for the portfolio funds transferred from the Club to the Foundation to continue to be managed by investment managers Equilibrium under the direction of the School's Bursar subject to the overall discretion and supervision of the School's Investment Committee.

- 1.2. Further to clause 1.1, the School has prepared a report dated September 2019 outlining the School's bursary scheme and the awards currently in place for the 2019/2020 academic year which it will circulate to the Committee.
- 1.3. To recognise the history and heritage of the Club:
  - 1.3.1. The School will create and name a Bromsgrovian bursary (or bursaries) within the Foundation, tenable at the School for one or more deserving and qualifying pupils who shall be a son or daughter or lineal descendant of a former pupil of the School. The availability of bursary support shall be advertised to former pupils via the Bromsgrovian Office and will be used to benefit as many pupils as reasonably possible. The means tested eligibility criteria for such bursaries will be in line with the means tested criteria that applies to other bursaries offered by the School from time to time.
  - 1.3.2. The Foundation will continue to hold the funds donated to the School by John Nicholls OB in accordance with his wishes.
  - 1.3.3. The Bromsgrovian Office will incorporate appropriate reference to the Club in its publications in remembrance of the name and its achievements by adding to all written communications the sub title "incorporating the Bromsgrovian Club 1899 - 2019".
  - 1.3.4. The School will honour the Club in a written and pictorial representation in the School's proposed new heritage centre and museum to be completed and housed in "Big School" in the 2019/20 academic year.
  - 1.3.5. The School will host a gala dinner marking the memory and achievement of the Club's 120 year history.
- 1.4. To encourage a lifelong relationship between the School and its alumni:
  - 1.4.1. Via the Bromsgrovian Office, the School will encourage and support the sub-groups of former pupils that may meet in the School's or Club's name, including but not limited to the OB Expeditionary club (OBEC), golf, netball and Martlets cricket club, which are to be continued in the name of the Bromsgrove Office and the Foundation. The School will budget annually out of its own funds for these activities and shall make such funds available via the Bromsgrovian Office to be awarded at the discretion of the School and the groups shall be expected to report on their activities to the Bromsgrovian Office for publication in the School's communications to alumni.
  - 1.4.2. The Club will nominate two of its members to the Board of the Foundation to sit as Trustees.
  - 1.4.3. The Foundation will amend its articles to permit the appointment of Vice Presidents, as honorary positions of the Foundation, to acknowledge individuals who have provided services to the Foundation and to recognise their contributions. They will be given further recognition through the Foundation's publicity material and by invitation to the annual Foundation Appreciation luncheon event.
- 1.5. The School will pay the premiums for appropriate "run off" public liability insurance for the individual members of the Club's committee subject to them making any appropriate declarations and disclosures required of the School's insurers.
- 1.6. The School at its own expense will engage the advice of its solicitors in the appropriate procedure of the winding up the Club's affairs and transfer of its assets to the School and/or Foundation and communicate the advice and process via the School.

1.7. Following completion of the Transfer, with the support of the School's solicitors, the Committee agrees to take all necessary steps to dissolve the Club.

Each party hereby confirms its agreement to the terms contained in this memorandum of understanding.

Signed by **Hans Rostrup** on behalf of the  
Committee of **The Bromsgrovian Club**

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Signed by **Lesley Brookes** on behalf of  
**Bromsgrove School**

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Signed by **Matthew Taylor** on behalf of **The  
Bromsgrove School Foundation**

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