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SCOTTISH STATUTORY INSTRUMENTS

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**2013 No. 270**

**The John Wheatley College and Stow College  
(Transfer and Closure) (Scotland) Order 2013**

**Citation and commencement**

1. This Order may be cited as the John Wheatley College and Stow College (Transfer and Closure) (Scotland) Order 2013 and comes into force on 1st November 2013.

**Interpretation**

2. In this Order—

“the 1992 Act” means the Further and Higher Education (Scotland) Act 1992;

“enactment” has the meaning given in schedule 1 to the Interpretation and Legislative Reform (Scotland) Act 2010(1);

“John Wheatley” means the institution named John Wheatley College being a college of further education prescribed under section 11(1) of the 1992 Act(2);

“the John Wheatley Board” means the Board of Management of John Wheatley College established as a body corporate by section 11(2) of the 1992 Act;

“North Glasgow” means the institution named North Glasgow College being a college of further education prescribed under section 11(1) of the 1992 Act(3);

“the North Glasgow Board” means the Board of Management of North Glasgow College established as a body corporate by section 11(2) of the 1992 Act, which is a charity entered in the Scottish Charity Register, charity number SC021207;

“Stow” means the institution named Stow College being a college of further education prescribed under section 11(1) of the 1992 Act(4); and

“the Stow Board” means the Board of Management of Stow College established as a body corporate by section 11(2) of the 1992 Act.

**Transfer of property, rights, liabilities and obligations**

3.—(1) All property, rights, liabilities and obligations of each of the John Wheatley Board and the Stow Board are transferred to and vested in the North Glasgow Board.

(2) Any reference to John Wheatley, the John Wheatley Board, Stow or the Stow Board in any instrument is to be construed as a reference to either North Glasgow or the North Glasgow Board as may be appropriate.

(3) Any action or proceeding by or against the John Wheatley Board or the Stow Board pending or current, immediately before this Order comes into force, may be continued by or against the North Glasgow Board.

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(1) [2010 asp 10](#).

(2) John Wheatley College is prescribed by [S.I. 1992/1597](#).

(3) North Glasgow College is prescribed by [S.I. 1992/1597](#).

(4) Stow College is prescribed by [S.I. 1992/1597](#).

(4) For the purposes of this article, “instrument” does not include enactment.

### **Property provided with grant aid**

4. Where the Grant-aided Colleges (Scotland) Grant Regulations 1989<sup>(5)</sup> applied to either of the John Wheatley Board or the Stow Board in respect of any land or buildings immediately before they were transferred by this Order, those Regulations apply to the North Glasgow Board in respect of such land and buildings.

### **Transfer of staff**

5.—(1) All employees of each of the John Wheatley Board and the Stow Board are transferred to the North Glasgow Board and the contract of employment of each such employee has effect as if originally made between each such employee and the North Glasgow Board.

(2) In particular—

- (a) all the rights, powers, duties and liabilities of each of the John Wheatley Board and the Stow Board under or in connection with a contract to which paragraph (1) applies are, by virtue of this paragraph, transferred to the North Glasgow Board; and
- (b) anything done before the transfer referred to in paragraph (1) by or in relation to each of the John Wheatley Board and the Stow Board in respect of that contract or the employee is deemed, on and after that transfer, to have been done by or in relation to the North Glasgow Board.

(3) Paragraphs (1) and (2) are without prejudice to any right of an employee to terminate their contract of employment if the terms and conditions of employment are changed substantially to the detriment of that employee, but such change is not to be taken to have occurred by reason only of the fact that the employer under that employee’s contract of employment is changed by virtue of this article.

(4) Paragraphs (1) and (2) apply to a person who has entered into a contract of employment with either of the John Wheatley Board or the Stow Board, which is to come into effect after the coming into force of this article and who would, if the contract had come into effect before that date, have been an employee to whom those paragraphs would have applied.

### **Closure of institutions**

6. John Wheatley and Stow are closed and each of the John Wheatley Board and the Stow Board is wound up and dissolved.

St Andrew’s House,  
Edinburgh  
12th September 2013

*MICHAEL RUSSELL*  
A member of the Scottish Government

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(5) [S.I. 1989/433](#), amended by [S.I. 1993/489](#).