



CONSTITUTION

of

THE UNIVERSITY of LINCOLN STUDENTS' UNION

COMPANY NUMBER: 06294857

REGISTERED CHARITY NUMBER: 1138187

DEFINITIONS AND INTERPRETATION

1. Defined terms

- 1.1 In this Constitution unless the context requires otherwise, the following terms shall have the following meanings:

	Term	Meaning
1.1.1	Academic Year	an academic year of the University from time to time;
1.1.2	address	includes a postal or physical address and a number or address used for the purpose of sending or receiving documents by Electronic Means;
1.1.3	Articles	these articles of association of the Union;
1.1.4	Board of Trustees or Board	the board of Trustees of the Union;
1.1.5	Bye-Laws	the bye-laws setting out the working practices of the Union made from time to time in accordance with Article 15;
1.1.6	Chair	the chair of the Board of Trustees, who shall be a Sabbatical Trustee in accordance with Article 15;
1.1.7	Chairs vote	means the committee comprising the Sabbatical Officers as described in Bye-Law 4.1;
1.1.8	Chief Executive	the Chief Executive of the Union who is appointed by the Board of Trustees;
1.1.9	Circulation Date	in relation to a written resolution, has the meaning given to it in the Companies Acts;
1.1.10	clear days	in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
1.1.11	Code of Practice	the code of practice relating to the University's obligations under Section 22 of the Education Act;
1.1.12	Companies Acts	means the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Union;

1.1.13	Company Law Meeting	a general meeting of the Company Law Members of the Union for the purposes of the Companies Acts;
1.1.14	Company Law Members	members of the Union for the purposes of the Companies Acts, as defined in Article 35;
1.1.15	Connected Person	any person falling within one of the following categories and where payment to that person might result in the Trustee obtaining benefit: (a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a Trustee; or (b) the spouse or civil partner of any person in (a); or (c) any person living with a Trustee or their partner; or (d) any company or LLP or firm of which a Trustee is a paid director, member, partner or employee, or shareholder holding more than 1% of the capital;
1.1.16	Deputy Chair	the deputy chair of the Board of Trustees, who shall be appointed in accordance with Article 15.2;
1.1.17	document	includes summons, notice, order or other legal process and includes, unless otherwise specified, any document sent or supplied in Electronic Form;
1.1.18	Education Act	the Education Act 1994;
1.1.19	Elected Officers	the Sabbatical Officers and the Part-Time Officers;
1.1.20	Electronic Form and Electronic Means	have the meanings respectively given to them in Section 1168 of the Companies Act 2006;
1.1.21	financial expert	an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;
1.1.22	Hard Copy and Hard Copy Form	have the meanings respectively given to them in the Companies Act 2006;
1.1.23	Members	the Student Members and the Company Law Members;
1.1.24	Non-Student Trustee	a Trustee appointed in accordance with Article 25.1 who for the avoidance of doubt shall not be deemed to be either a major union office holder

		or a sabbatical union office holder for the purposes of Section 22 of the Education Act;
1.1.25	NUS	National Union of Students;
1.1.26	Part-Time Officers	the Student Members elected in accordance with the Bye-Laws to be officers of the Union while continuing their studies at the University;
1.1.27	Policy	representative and campaigning policy set by Referenda in accordance with Article 3939 or by the Student Forum;
1.1.28	RAG	the raise and give society which develops students by providing them with an opportunity to raise funds for charitable causes;
1.1.29	Referendum	a ballot in which all Student Members are entitled to cast a vote, the protocol for which shall be set out in the Bye-Laws;
1.1.30	Sabbatical Officers	the individuals elected in accordance with Article 23 (each of whom is a major union office holder for the purposes of section 22 of the Education Act);
1.1.31	Sabbatical Trustee	a Trustee elected in accordance with Article 23;
1.1.32	Student	any individual who is formally registered for an approved programme of study provided by the University. For the avoidance of doubt, the University shall determine whether or not an individual has student status;
1.1.33	Student Trustee	a Trustee elected in accordance with Article 24.1 who is a Student and who, for the avoidance of doubt, shall not be a major union office holder for the purposes of Section 22 of the Education Act;
1.1.34	Student Members	student members of the Union as defined in Provision E and being at the University as further defined in Provision E(i) and the Sabbatical Officers;
1.1.35	Subsidiary Company	any company in which the Union holds more than 50% of the shares, controls more than 50% of the voting rights attached to the shares or has the right to appoint a majority of the board of the company;

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| 1.1.36 | Trustees | the directors of the Union as defined in Article 22 and being the Sabbatical Trustees, the Student Trustees and the Non-Student Trustees; |
| 1.1.37 | Union | the University of Lincoln Students' Union; |
| 1.1.38 | University | the University of Lincoln, incorporated by an Instrument of Government made by the Privy Council on 16 February 1993; |
| 1.1.39 | writing | the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in Electronic Form or otherwise. |
- 1.2 Words importing the singular shall include the plural and vice versa and words importing the masculine shall include the feminine and vice versa.
- 1.3 Subject to Article 1.4, any reference in these Articles to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it.
- 1.4 Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the Companies Act 2006 as in force on the date when these Articles become binding on the Union.

Key Constitutional Provisions

The Key Constitutional provisions set out below are deemed substantive and therefore cannot be altered or amended by the Trustees without recourse to the Students at a Student Forum as set out in Bye-Law 2, and in accordance with Charity Law. For the avoidance of doubt these key constitutional provisions cannot be amended by the Trustees using their discretion set out at Article 21.3.

PURPOSE

- A. University of Lincoln Students' Union (the **Union**) is a students' union within the meaning of the Education Act 1994. The Union is devoted to the educational interests and welfare of its Student Members.
- B. The Union will seek at all times to:
 - (i) ensure that the diversity of its Student Membership is recognised and that equal access is available to all Student Members of whatever origin or orientation;
 - (ii) pursue its aims and objectives independent of any political party or religious group;
 - and
 - (iii) pursue equal opportunities by taking positive action within the law to facilitate participation of groups discriminated against by society.

ACTIVITIES TO FURTHER THE UNIONS' PURPOSE

- C. In furthering its purpose and objects, but not to further any other purpose, the Union may:
 - (i) provide services and facilities for Student Members;
 - (ii) establish, support, promote and operate a network of student activities for Student Members;
 - (iii) support any RAG or similar fundraising activities carried out by its Student Members for charitable causes, including the provision of administrative support, banking facilities and acting as a holding trustee of any funds raised;
 - (iv) alone or with other organisations
 - a. carry out campaigning activities
 - b. seek to influence public opinion; and
 - c. make representations to and seek to influence governmental and other bodies and institutions,
- regarding the reform, development and implementation of appropriate policies, legislation and regulations, provided that all such activities shall be confined to the

activities which an English and Welsh charity may properly undertake and provided that the Union complies with the Education Act and any guidance published by the Charity Commission;

- (v) write, make, commission, print, publish or distribute materials or information or assist in these activities;
- (vi) promote, initiate, develop or carry out education and training and arrange, provide or assist with exhibitions, lectures, meetings, seminars, displays or classes;
- (vii) promote, encourage, carry out or commission research, surveys, studies or other work and publish the useful results;
- (viii) provide or appoint others to provide advice, guidance, representation and advocacy;
- (ix) co-operate with other charities and bodies and exchange information and advice with them;
- (x) become a member, affiliate or associate of other charities and bodies;
- (xi) support, set up or amalgamate with other non-profit organisations with objects identical or similar to the Union's objects, and act as or appoint trustees, agents, nominees or delegates to control and manage such charities (including without limitation to act as trustee of any charitable trust of permanent endowment property held for any of the charitable purposes included in the Union's objects);
- (xii) do all such other lawful things as shall further the Union's objects.

MEMBERSHIP

D. The Members of the Union shall be as follows:

- (i) Student Members; and
- (ii) Company Law Members

The Union may also have Non-student members in accordance with the Bye-Laws.

BECOMING AND CEASING TO BECOME A STUDENT MEMBER

E. The Student Members of the Union shall be as follows:

- (i) each and every Student who has not opted out by notifying the University or the Union of their wish not to be a Student Member of the Union; and
- (ii) the Sabbatical Officers of the Union.

F. The names of the Student Members of the Union shall be entered in the register of Student Members.

G. Student Members of the Union shall be entitled to the benefits set out in the Bye-Laws.

TERMINATION OF STUDENT MEMBERSHIP

H. Student Membership shall not be transferable and shall cease on death. A Student Member shall cease to be a Student Member of the Union if they:

- (i) cease to be a Student. For the avoidance of doubt, this will include the situation where a Student Member's Student status with the University is revoked by the University;
- (ii) cease to be a Sabbatical Officer;
- (iii) opts out of Student Membership by giving written notice to the Union in accordance with the Bye-Laws; or
- (iv) a decision is made to remove that person from Student Membership of the Union in accordance with the Union's code of conduct.

LIMITATION ON PRIVATE BENEFITS

I. The Union, and by extension the Student Members have limits on their benefits – the Trustee Members also have limits as set out in Article 31 of the Articles of Association. The limits on the Union and Student Members are as follows:

- (i) The income and property of the Union shall be applied solely towards the promotion of its objects.
- (ii) Except as provided below no part of the income and property of the Union may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any Member of the Union. This shall not prevent any payment in good faith by the Union of:
 - a. any payments made to any Member in their capacity as a beneficiary of the Union;
 - b. reasonable and proper remuneration to any Member for any goods or services supplied to the Union provided that if such Member is a Trustee Article 31 shall apply;
 - c. interest on money lent by any Member to the Union at a reasonable and proper rate; and
 - d. any reasonable and proper rent for premises let by any Member to the Union.

GOVERNANCE OF THE UNION

J. The Articles of Association below have been structured to give the Board of Trustees reasonable authority to manage the affairs of the Union in a professional manner. The Student Members enjoy the right, which must be exercised in accordance with charity law, to elect a proportion of the Trustees. The Board of Trustees will give the utmost consideration to the views of the Student Members body.

K. Under the Education Act 1994, the University of Lincoln (the **University**) has a statutory duty to ensure that the Union operates in a fair and democratic manner and is held to proper account for its finances. The Union therefore works alongside the University in

ensuring that the affairs of the Union are properly conducted and that the educational and welfare needs of the Union's Student Members are met.

REMOVAL OF ELECTED OFFICERS

- L. Subject to the Bye-Laws, an Elected Officer shall be removed from office if they:
- (i) resigns or dies;
 - (ii) is removed from office as an Elected Officer by:
 - (iii) a motion of no confidence in the Elected Officer passed by a simple majority of the Student Members voting in a Referendum, provided that at 10% (ten percent) of Student Members cast a vote in the Referendum; or
 - (iv) a motion of no confidence in the Elected Officer is passed by a two thirds majority in a vote of Members present and entitled to vote at a Student Forum.
 - (v) provided that, in the case of a Sabbatical or part-time Student Officer, such removal shall be subject to the Union having first carried out any steps it is required to take under the Sabbatical or part-time Student Officer's contract of employment and/or the applicable disciplinary procedure and otherwise in accordance with good employment practice.

Memorandum of Understanding

1. Name

The name of the company is University of Lincoln Students' Union.

2. Registered office

The registered office of the Union is situated in England and Wales

3. Objects

The objects of the Union are the advancement of education of Students at the University for the public benefit by:

- 3.1 promoting the interests and welfare of Students at the University during their course of study and representing, supporting and advising Students;
- 3.2 being the recognised representative channel between Students and the University and any other external bodies; and
- 3.3 providing social, cultural, sporting and recreational activities and forums for discussions and debate for the personal development of its Students.

Articles of Association

PART 1

INTERPRETATION AND LIMITATION OF LIABILITY

1. Definitions and Interpretation

The meanings of any defined terms used in these Articles of Association are set out at the beginning of this document. If any dispute arises in relation to the interpretation of the Articles or any of the Bye-Laws, it shall be resolved by the Board of Trustees.

2. Liability of Company Law Members

The liability of each Company Law Member is limited to £1, being the amount that each Company Law Member undertakes to contribute to the assets of the Union in the event of its being wound up while a Company Law Member is still active on the Company Register or within one year after they cease to be a Company Law Member, for:

- 2.1 payment of the Union's debts and liabilities contracted before they cease to be a Company Law Member;
- 2.2 payment of the costs, charges and expenses of winding up; and
- 2.3 adjustment of the rights of the contributories among themselves.

PART 2

TRUSTEES

TRUSTEES' POWERS AND RESPONSIBILITIES

Powers

3. Trustees' general authority

- 3.1 The Board of Trustees shall be responsible for the management and administration of the Union and (subject to the Education Act, these Articles and the Bye-Laws) may exercise all the powers of the Union.
- 3.2 The Board's powers under Article 3.1 shall include but not be limited to responsibility for:
 - 3.2.1 the governance of the Union;
 - 3.2.2 the budget of the Union; and
 - 3.2.3 the strategy of the Union.
- 3.3 The Board of Trustees may override any decision, Bye-Law or Policy made by the Student Members at a Student Forum meeting or by Referendum which the Trustees consider (in their absolute discretion):
 - 3.3.1 has or may have any financial implications for the Union;

- 3.3.2 is or may be in breach of, contrary to or otherwise inconsistent with charity or education law or any other legal requirements (including ultra vires);
 - 3.3.3 is not or may not be in the best interests of the Union or all or any of its charitable objects; or
 - 3.3.4 will or may otherwise affect the discharge of any or all of the responsibilities referred to in Article 3.2.
- 3.4 No alteration of these Articles or the Bye-Laws shall invalidate any prior act of the Trustees which would have been valid if that alteration had not been made.
- 3.5 All acts done by a meeting of Trustees, or of a committee of the Trustees, shall be valid, even if it is later discovered that any Trustee who participated in the vote:
- 3.5.1 was not properly appointed;
 - 3.5.2 was disqualified from holding office;
 - 3.5.3 had vacated office; or
 - 3.5.4 was not entitled to vote.
- 3.6 Trustees may exercise the following financial powers on behalf of the Union:
- 3.6.1 purchase, lease, hire or receive property of any kind including land, buildings and equipment and maintain and equip it for use;
 - 3.6.2 sell, manage, lease, mortgage, exchange, dispose of or deal with all or any of its property (but only in accordance with the restrictions imposed by the Charities Act 2011);
 - 3.6.3 make grants or loans of money and give guarantees;
 - 3.6.4 set aside funds for special purposes or as reserves against future expenditure;
 - 3.6.5 invest and deal with the Union's money not immediately required for its objects in or upon any investments, securities, or property;
 - 3.6.6 delegate the management of investments to an appropriately experienced and qualified financial expert provided that:
 - a. the investment policy is set down in writing for the financial expert by the Trustees;
 - b. every transaction is reported promptly to the Trustees;
 - c. the performance of the investments is reviewed regularly by the Trustees;
 - d. the Trustees are entitled to cancel the delegation at any time;
 - e. the investment policy and the delegation arrangements are reviewed at least once a year;

- f. all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt; and
 - g. the financial expert may not do anything outside the powers of the Trustees;
- 3.7 arrange for investments or other property of the Union to be held in the name of a nominee (being a company or a limited liability partnership registered or having an established place of business in England and Wales) under the control of the Trustees or a financial expert acting under their instructions and to pay any reasonable fee required;
- 3.8 lend money and give credit to, take security for such loans or credit and guarantee or give security for the performance of contracts by any person or company;
- 3.9 open and operate banking accounts and other facilities for banking and draw, accept, endorse, negotiate, discount, issue or execute negotiable instruments such as promissory notes or bills of exchange;
- 3.10 trade in the course of carrying out any of its objects and carry on any other trade which is not expected to give rise to taxable profits;
- 3.11 establish or acquire subsidiary companies to carry on any trade;
- 3.12 subject to (J. Limitation on private benefits), employ and pay employees and professionals or other advisors;
- 3.13 grant pensions and retirement benefits to employees of the Union and to their dependants and subscribe to funds or schemes for providing pensions and retirement benefits for employees of the Union and their dependants;
- 3.14 pay out of the funds of the Union the cost of any premium in respect of any indemnity insurance to cover the liability of the Trustees (or any of them) 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 Union, including without limitation any liability to make a contribution to the Union's assets as specified in section 214 of the Insolvency Act 1986 (wrongful trading), provided that no such insurance shall extend to:
 - 3.14.1 any claim arising from any liability incurred by the Trustees to pay a fine imposed in criminal proceedings or a sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature (however arising);
 - 3.14.2 any liability incurred by the Trustees in defending any criminal proceedings in which the Trustees are convicted of an offence arising out of any fraud or dishonesty, or wilful or reckless misconduct;
 - 3.14.3 any liability incurred by the Trustees to the Union that arises out of any conduct which the Trustees knew (or must reasonably be assumed to have known) was not in the interests of the Union or in the case of which

they did not care whether it was in the best interests of the Union or not;
or

3.14.4 in relation to any liability to make a contribution to the Union's assets as specified in section 214 of the Insolvency Act 1986, any liability to make such a contribution where the basis of the Trustee's liability is their knowledge prior to the insolvent liquidation of the Union (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Union would avoid going into insolvent liquidation; and

3.15 do all such other lawful things as shall further the Union's objects.

4. Trustees may delegate

4.1 Subject to the Articles, the Trustees may delegate any of the powers which are conferred on them under the Articles:

4.1.1 to such person or committee;

4.1.2 by such means (including by power of attorney);

4.1.3 to such an extent;

4.1.4 in relation to such matters or territories; and on such terms and conditions as they think fit.

4.2 If the Trustees so specify, any such delegation may authorise further delegation of the Trustees' powers by any person to whom they are delegated.

4.3 The Trustees may revoke any delegation in whole or part, or alter its terms and conditions.

5. Committees

5.1 In the case of delegation to committees:

5.1.1 the resolution making the delegation shall specify those who shall serve or be asked to serve on such committee (although the resolution may allow the committee to make co-options up to a specified number);

5.1.2 the resolution making the delegation shall specify those who shall serve or be asked to serve on such committee (although the resolution may allow the committee to make co-options up to a specified number);

5.1.3 subject to Article 5.3, the composition of any such committee shall be entirely in the discretion of the Trustees and may comprise such of their number (if any) as the resolution may specify;

5.1.4 the deliberations of any such committee shall be reported regularly to the Trustees and any resolution passed or decision taken by any such committee shall be reported promptly to the Trustees and for that purpose every committee shall appoint a secretary;

- 5.1.5 no committee shall knowingly incur expenditure or liability on behalf of the Union except where authorised by the Trustees or in accordance with a budget which has been approved by the Trustees.
- 5.2 The Trustees shall establish the following committees (which is a non-exhaustive list) in accordance with their powers under Articles 4 and 5.1:
 - 5.2.1 Executive Committee (as further described in Bye-Law 4);
 - 5.2.2 Elections Committee; and
 - 5.2.3 Remuneration Committee
 - 5.2.4 Finance and Risk Committee
 - 5.2.5 and People and Culture Committee.
- 5.3 The meetings and proceedings of any committee shall be governed by the Articles regulating the meetings and proceedings of the Trustees so far as applicable and not superseded by any Bye-Laws.

6. Delegation of day-to-day management powers to the Chief Executive

In the case of delegation of the day-to-day management of the Union to the Chief Executive:

- 6.1 the delegated power shall be to manage the Union by implementing the policy and strategy adopted by and within a budget approved by the Trustees and if applicable to advise the Trustees in relation to such policy, strategy and budget;
- 6.2 the Trustees shall provide the Chief Executive with a description of their role and the extent of their authority;
- 6.3 the Chief Executive shall report regularly to the Trustees on the activities undertaken in managing the Union and provide them regularly with management accounts sufficient to explain the financial position of the Union; and
- 6.4 the Trustees shall provide the Chief Executive with a performance management structure to aid their work plan and development.

DECISION-MAKING BY TRUSTEES

7. Directors to take decisions collectively

- 7.1 Any decision of the Trustees must be either a simple majority decision at a meeting or a decision taken in accordance with Articles 7.2 and 7.3 (**Unanimous decisions**).

Unanimous decisions

- 7.2 The Trustees may take a unanimous decision without a Trustees' meeting by indicating to each other by any means, including without limitation by Electronic Means, that they share a common view on a matter. Such a decision may, but need not, take the form of a resolution in writing, copies of which have been signed by each Trustee or to which each Trustee has otherwise indicated agreement in writing.

7.3 A decision which is made in accordance with Article 7.2 shall be as valid and effectual as if it had been passed at a meeting duly convened and held, provided the following conditions are complied with:

7.3.1 approval from each Trustee must be received by one person being either such person as all the Trustees have nominated in advance for that purpose or such other person as volunteers if necessary (the Recipient), which person may, for the avoidance of doubt, be one of the Trustees;

7.3.2 following receipt of responses from all of the Trustees, the Recipient shall communicate to all of the Trustees by any means whether the resolution has been formally approved by the Trustees in accordance with this Article;

7.3.3 the date of the decision shall be the date of the communication from the Recipient confirming formal approval; and

7.3.4 the Recipient must prepare a minute of the decision in accordance with Article 46.

8. Trustees' meetings

8.1 The Trustees shall hold a minimum of four meetings in any Academic Year.

8.2 Guests or observers can attend meetings of the Trustees at the discretion of the chair of the meeting.

9. Calling a Trustees' meeting

9.1 Two Trustees or the Chief Executive may call a Trustees' meeting.

10. Length of Notice

10.1 A Trustees' meeting shall be called by at least seven clear days' notice unless either:

10.1.1 all the Trustees agree; or

10.1.2 urgent circumstances require shorter notice.

11. Contents of Notice

11.1 Every notice calling a Trustees' meeting shall specify:

11.1.1 the place, day and time of the meeting;

11.1.2 the general particulars of all business to be considered at such meeting;
and

11.1.3 if it is anticipated that Trustees participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

12. Service of Notice

12.1 Notice of Trustees' meetings shall be given to each Trustee but need not be in writing. Notice of Trustees' meeting may be sent by Electronic Means to an address provided by the Trustee for the purpose.

13. Participation in Trustees' meetings

- 13.1 Subject to the Articles, Trustees participate in a Trustees' meeting, or part of a Trustees' meeting, when:
- 13.1.1 the meeting has been called and takes place in accordance with the Articles; and
 - 13.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 13.2 In determining whether Trustees are participating in a Trustees' meeting, it is irrelevant where any Trustee is or how they communicate with each other.
- 13.3 If all the Trustees participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

14. Quorum for Trustees' meetings

- 14.1 At a Trustees' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 14.2 The quorum for Trustees' meetings may be fixed from time to time by a decision of the Trustees, but it must never be less than four. Unless otherwise fixed, the quorum shall be four and such quorum must include at least two Sabbatical Trustees and one Non-Student Trustee. Where the resolution or issue under discussion concerns a matter in respect of which some or all of the Trustees have a conflict of interest, the quorum shall be four.
- 14.3 If the total number of Trustees for the time being is less than the quorum required, the Trustees must not take any decision other than a decision to increase the number of Trustees including by calling an election so as to enable the Student Members to elect further Trustees.

15. Chair and Deputy Chair

- 15.1 The Chair of the Trustees shall be chosen from the Sabbatical Trustees under Article 23, by a method agreed by the Trustees, at a meeting of the Trustee Board.
- 15.2 The Trustees shall appoint a Non-Student Trustee, under Article 25, to be Deputy Chair of the Trustees and may at any time remove them from office. The role of the Deputy Chair will be to support the Chair.
- 15.3 In the absence of the Chair and the Deputy Chair, another Trustee appointed by the Trustees present shall preside as chair of the meeting.

16. Casting vote

- 16.1 Questions arising at a Trustees' meeting shall be decided by a simple majority of votes. In the case of an equality of votes, the chair of the meeting shall be entitled to a casting vote in addition to any other vote they may have.

17. Trustee interests and management of conflicts of interest

Declaration of interests

- 17.1 Unless Article 17.2 applies, Trustees must declare the nature and extent of:

- 17.1.1 any direct or indirect interest which they hold in a proposed transaction or arrangement with the Union; and
- 17.1.2 any duty or any direct or indirect interest which conflicts or may conflict with the interests of the Union or their duties to the Union.
- 17.2 There is no need to declare any interest or duty of which the other Trustees are, or ought reasonably to be, already aware.

Participation in decision-making

- 17.3 If a Trustee's interest or duty cannot reasonably be regarded as likely to give rise to a conflict of interest or a conflict of duties with or in respect of the Union, they are entitled to participate in the decision-making process, to be counted in the quorum and to vote in relation to the matter. Any uncertainty about whether a Trustee's interest or duty is likely to give rise to a conflict shall be determined by a majority decision of the other Trustees taking part in the decision-making process.
- 17.4 If a Trustee's interest or duty gives rise (or could reasonably be regarded as likely to give rise) to a conflict of interest or a conflict of duties with or in respect of the Union, they may participate in the decision-making process and may be counted in the quorum and vote unless:
 - 17.4.1 the decision could result in the Trustee or any person who is Connected with them receiving a benefit other than:
 - (a) any benefit received in their capacity as a beneficiary of the Union (as permitted under Article 31.1.1) and which is available generally to the beneficiaries of the Union;
 - (b) the payment of premiums in respect of indemnity insurance effected in accordance with Article 3.6.14;
 - (c) payment under the indemnity set out at Article 34; and
 - (d) reimbursement of expenses in accordance with Article 33; or
 - 17.4.2 a majority of the other Trustees participating in the decision-making process decide to the contrary;in which case they must comply with Article 17.5.
- 17.5 If a Trustee with a conflict of interest or conflict of duties is required to comply with this Article 17.5, they must:
 - 17.5.1 take part in the decision-making process only to such extent as in the view of the other Trustees is necessary to inform the debate;
 - 17.5.2 not be counted in the quorum for that part of the process; and
 - 17.5.3 withdraw during the vote and have no vote on the matter.

Continuing duties to the Union

- 17.6 Where Trustees have a conflict of interest or conflict of duties and the Trustee has complied with their obligations under these Articles in respect of that conflict:

- 17.6.1 Trustees shall not be in breach of their duties to the Union by withholding confidential information from the Union if to disclose it would result in a breach of any other duty or obligation of confidence owed by them; and
- 17.6.2 Trustees shall not be accountable to the Union for any benefit expressly permitted under these Articles which they or any person Connected with them derives from any matter or from any office, employment or position.

18 Register of Trustees' interests

- 18.1 The Trustees shall cause a register of Trustees' interests to be kept.

19 Liability of Company Law Members

- 19.1 The liability of each Company Law Member is limited to £1, being the amount that each Company Law Member undertakes to contribute to the assets of the Union in the event of its being wound up while a Company Law Member is still active on the Company register or within one year after they cease to be a Company Law Member, for:
 - 19.2 payment of the Union's debts and liabilities contracted before they cease to be a Company Law Member;
 - 19.3 payment of the costs, charges and expenses of winding up; and
 - 19.4 adjustment of the rights of the contributories among themselves.

20 Dissolution

- 20.1 If any property remains after the Union has been wound up or dissolved and all debts and liabilities have been satisfied, it shall not be paid to or distributed among the Members. It shall instead be given or transferred to some other charitable institution or institutions having similar objects to those of the Union and which prohibits the distribution of its or their income and property among its or their members to an extent at least as great as these Articles impose upon the Union. The institution or institutions which are to benefit shall be chosen by the Trustees at or before the time of winding up or dissolution.

21 Reviewing and Amending the Articles

- 21.1 The University shall be required to review the provisions of the Union's Articles of Association at intervals of not more than five years.
- 21.2 Subject to section A of the key constitutional provisions the trustees may make amendment to the Union's Articles of Association in accordance with the following requirements:
 - 21.2.1 A resolution to approve the amendment, passed either by a two thirds majority vote at a Student Forum in accordance with the bye-laws or in a Referendum in accordance with Article 39.2 (as the case may be);
 - 21.2.2 A special resolution of the Company Law Members making the amendments to the Articles that have been approved by a resolution from the Student Forum in accordance with Article 21.2.1; and
 - 21.2.3 The approval of the University.

Such amendments to take effect on the date of the approval of the University or as otherwise stated in the Resolution by the Board of Trustees.

- 21.3 Subject to prior approval of the University, the Company Law Members shall be entitled to make non substantive (in the opinion of the Company Law Members) changes to the Articles from time to time, without prior recourse to the Student Forum under Article 21.2.1.

APPOINTMENT AND RETIREMENT OF TRUSTEES

22 Appointment of Trustees

The Trustees shall be made up of the following persons:

- 22.1 not more than 3 (three) Sabbatical Trustees, elected in accordance with Article 23
- 22.2 not more than 4 (four) Student Trustees, elected in accordance with Article 24;
- 22.3 not more than 5 (five) Non-Student Trustees, appointed in accordance with Article 25.

23 Sabbatical Trustees and Officers

- 23.1 The Sabbatical Officers shall be elected by secret ballot by the Student Members of the Union at an election to be held in accordance with the Bye-Laws.
- 23.2 Up to 3 (three) Sabbatical Officers shall be elected in accordance with Article 23.1 to posts specified in the Bye-Laws and each of these Sabbatical Officers shall also hold office as a Sabbatical Trustee until they cease to be a Sabbatical Officer in accordance with Provision (L) or ceases to be a Sabbatical Trustee in accordance with Articles 27 or 28. Except where otherwise indicated, references in these Articles to Sabbatical Trustees are to individuals acting solely in their capacity as Sabbatical Trustees.
- 23.3 The Sabbatical Officers shall remain in office for a term of 1 (one) year commencing in accordance with the Bye-Laws. The term of office shall be 1 (one) year, with the exception that it may be shorter or longer on a transitional basis to coincide with an alteration of the year start or end. Subject to a transitional change in the year of office, a Sabbatical Officer may be re-elected for a maximum further term of 1 (one) year by the Student Members of the Union at an election to be held in accordance with the Bye-Laws. For the avoidance of doubt, a Sabbatical Officer's terms of office may be either consecutive or non-consecutive.
- 23.4 Each Sabbatical Officer must be a Student or a Sabbatical Officer at the time of their election. In accordance with Provision (E), each Sabbatical Officer shall become a Student Member of the Union on commencement of their appointment or re-appointment as a Sabbatical Officer. Such Student Membership shall cease when the Sabbatical Officer ceases to be a Sabbatical Officer.
- 23.5 The Sabbatical Officers shall be deemed to be major union office holders for the purposes of Section 22 of the Education Act.

- 23.6 At the same time as commencing the term of office as a Sabbatical Officer, the Sabbatical Officer will enter into a contract of employment with the Union for a term to be determined by the Bye-Laws. The duties and method of remuneration of each Sabbatical Trustee shall be as set out in the Bye-Laws.

24 Student Trustees

- 24.1 Subject to Article 24.2 below, up to 4 (four) Student Trustees shall be appointed from the part-time student officers by a simple majority vote of the Student Forum, with an initial term of 1 (one) year and shall commence in accordance with the Bye-Laws. The term of office of Student Trustees may be shorter or longer on a transitional basis to coincide with the alteration of the start or end of a year.
- 24.2 Each Student Trustee must be a Student at the time of their appointment and must continue to be a Student for the duration of their term as a Student Trustee.
- 24.3 A Student Trustee may be re-appointed by a simple majority vote of the Student Forum, but may only serve a maximum of three terms as a Student Trustee.

25 Non-Student Trustees

- 25.1 Subject to Article 26.2, up to (five) Non-Student Trustees shall be appointed by a simple majority vote of the Trustees from time to time. Each such appointment shall be put to the Student Members, who shall have the ability to object to any such appointment in accordance with the Bye-Laws.
- 25.2 One of the Non-Student Trustees appointed pursuant to Article 25.1 shall be a nominee of the Vice-Chancellor of the University in response to a request by the Trustees for a nominee with such skills and experience as identified by the Trustees as important to the role. The Non-Student Trustee who is the nominee of the Vice-Chancellor appointed under this Article shall be known as the VC Nominee.
- 25.3 Unless their appointment is terminated in accordance with Article 26, 27 or 28. Non-Student Trustees shall remain in office for a term of up to 3 (three) years commencing in accordance with the Bye-Laws.
- 25.4 Non-Student Trustees shall be eligible for re-appointment by a simple majority vote of the Trustees in accordance with Article 25.1, and for two further consecutive terms at the end of their first term, each term requiring a simple majority vote of the trustees, serving up to 3 terms maximum.

26 Disqualification, Resignation and Removal of Trustees

The office of a Trustee shall be vacated if they:

- 26.1 cease to be a Trustee by virtue of any provision of the Companies Act 2006 or is prohibited from being a company director by law;
- 26.2 become prohibited by law from being a charity trustee;
- 26.3 are a Sabbatical Trustee, and cease to be a Sabbatical Officer or resign as an employee of the Union;
- 26.4 are a Student Trustee, and cease to be a Student;

- 26.5 in the case of a Sabbatical Trustee or a Student Trustee, who is removed from Student Membership of the Union in accordance with the Union's code of conduct, if;
- 26.6 that person resigns by notice to the Union (but only if at least two Trustees will remain in office when the notice of resignation is to take effect);
- 26.7 the Trustees reasonably believe the person is suffering from mental or physical disorder and are incapable of acting as a trustee and they resolve that the person be removed from office;
- 26.8 the person fails to attend two consecutive meetings of the Trustees (or three meetings of the Trustees in total in any Academic Year) and in the opinion of the Trustees there are no mitigating circumstances for that failure and the Trustees therefore resolve that they be removed for this reason; or
- 26.9 that person is removed from office under Article 27 or 28.

27 Removal of Sabbatical and Student Trustee Trustees by the Student Members

- 27.1 The office of a Sabbatical or Student Trustee shall be vacated if:
 - 27.1.1 a motion of no confidence in the Sabbatical or Student Trustee is passed by a simple majority of the Student Members voting in a Referendum, provided that at least 10% (ten percent) of Student Members cast a vote in the Referendum.
 - 27.1.2 a motion of no confidence in the Sabbatical or Student Trustee is passed by a two thirds majority in a vote of Members present and entitled to vote at a Student Forum.

28 Removal of Trustees by the Board

- 28.1 The office of Non-Student Trustee shall be vacated if a simple majority resolution of no confidence is passed by the Trustees. For the avoidance of doubt, the Trustee concerned and any Trustee who has a conflict of interest in relation to the matter shall not vote on this resolution and the quorum shall be adjusted accordingly in accordance with Article 14.

29 Replacement of Trustees

- 29.1 If a Sabbatical Trustee resigns, is disqualified or is removed from office at any time prior to the commencement of the Academic Year, the vacancy that results on the Board of Trustees shall be filled in accordance with the Bye-Laws.
- 29.2 If a Sabbatical Trustee resigns, is disqualified or is removed from office after the commencement of the Academic Year the vacancy shall be filled in accordance with the Bye-Laws. Any person elected under this Article may be required to assume the responsibilities of the Sabbatical Trustee.
- 29.3 If a Student Trustee resigns, is disqualified or is removed from office, a Student Trustee may be elected to the vacancy in accordance with the Bye-Laws.
- 29.4 If a Non-Student Trustee resigns, is disqualified or is removed from office, a Non-Student Trustee shall be appointed to the vacancy in accordance with Article 25.1

30 Trustees' remuneration

- 30.1 Trustees remuneration is limited as set out in Article 30.2 below.
- 30.2 Sabbatical and Student Trustees are entitled to such remuneration as the Trustees Remuneration sub-committee determines for —
 - 30.2.1 their services to the Union as Student Leaders or officers, whether full-time or parttime, and
 - 30.2.2 any other service which they undertake for the Union.
- 30.3 Subject to the articles, a Sabbatical or Student Trustees' remuneration includes—
 - 31.3.1 full or part time salary
 - 31.3.2 any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that student trustee
- 30.4 Non-Student Trustees shall not receive remuneration for their services, but may receive payment of recoverable expenses in accordance with Article 34.

31 Limitation on private benefits to Trustees

- 31.1 Except as provided in below no Trustee may sell goods, services or any interest in land to the Union; be employed by, or receive any remuneration from, the Union; or receive any other financial benefit from the Union. This shall not prevent any payment in good faith by the Union of:
 - 31.1.1 any payments made to any Trustee or Connected Person in their capacity as a beneficiary of the Union;
 - 31.1.2 reasonable and proper remuneration to any Sabbatical or Student Trustee or Connected Person for any goods or services supplied to the Union on the instructions of the Trustees provided that:
 - (a) for the avoidance of doubt, the authorisation under this provision shall extend to the remuneration of Sabbatical and Student Trustees and Connected Persons under contracts of employment with the Union;
 - (b) subject to Article 31.1.2(a), the authorisation under this provision shall not extend to the service of acting as Trustee;
 - (c) if the person being remunerated is a Trustee the procedure described in Article 17 (Conflicts of Interest) must be followed in considering the appointment of the Trustee and in relation to any other decisions regarding the remuneration authorised by this provision;
 - (d) if the person being remunerated is a Connected Person the procedure described in Article 17 (Conflicts of Interest) must be followed by the relevant Trustee in relation to any decisions regarding such Connected Person;

- (e) subject to Article 32.3, this provision may not apply to more than half of the Trustees in any financial year (and for these purposes such provision shall be treated as applying to a Trustee if it applies to a person who is a Connected Person in relation to that Trustee); and
 - (f) at all times the provisions of the Education Act are complied with;
- 31.1.3 interest on money lent by any Trustee or Connected Person to the Union at a reasonable and proper rate;
 - 31.1.4 any reasonable and proper rent for premises let by any Trustee or Connected Person to the Union;
 - 31.1.5 reasonable and proper premiums in respect of indemnity insurance effected in accordance with Article **Error! Reference source not found.**;
 - 31.1.6 any payments made to any Trustee or officer under the indemnity provisions set out at Article 34; and
 - 31.1.7 any payments authorised in writing by the Charity Commission

32 Subsidiary Companies

- 32.1 A Trustee may receive the following benefits from any Subsidiary Company:
 - 32.1.1 a Trustee or a person who is Connected with a Trustee may receive a benefit from any Subsidiary Company in their capacity as a beneficiary of the Union or of any Subsidiary Company;
 - 32.1.2 a Trustee or a person who is Connected with a Trustee may be reimbursed by any Subsidiary Company for, or may pay out of any Subsidiary Company's property, reasonable expenses properly incurred by them when acting on behalf of any Subsidiary Company;
 - 32.1.3 a Trustee or a person who is Connected with a Trustee may be paid reasonable and proper remuneration by any Subsidiary Company for any goods or services supplied to any Subsidiary Company, with the prior approval of the Trustees, (including services performed under a contract of employment with any Subsidiary Company or otherwise) provided that this provision and Article 1572392400.8.131.1.2 may not apply to more than half of the Trustees in any financial year (and for these purposes this provision shall be treated as applying to a Trustee if it applies to a person who is Connected with that Trustee);
 - 32.1.4 a Trustee or a person who is Connected with a Trustee may, with the prior approval of the Trustees, receive interest at a reasonable and proper rate on money lent to any Subsidiary Company;
 - 32.1.5 a Trustee or a person who is Connected with a Trustee may, with the prior approval of the Trustees, receive reasonable and proper rent for premises let to any Subsidiary Company;
 - 32.1.6 any Subsidiary Company may pay reasonable and proper premiums in respect of indemnity insurance for its directors and officers; and

32.1.7 a Trustee or a person who is Connected with a Trustee may receive payment under an indemnity from any Subsidiary Company in accordance with the constitution of the relevant Subsidiary Company,

provided that the affected Trustee may not take part in any decision of the Trustees to approve a benefit under Articles 32.1.3, 32.1.4 or 32.1.5.

32.2 For any transaction authorised by Article 31.1 or Article 32.1, the Trustee's duty (arising under the Companies Act 2006) to avoid a conflict of interest with the Union shall be disapplied provided the relevant provisions of Article 31.1 or Article 32.1 have been complied with.

32.3 Where a vacancy arises on the Board of Trustees with the result that Article 1572392400.8.131.1.2 applies to more than half of the Trustees, the Union may continue to pay remuneration to its Sabbatical Trustees and any Connected Persons receiving remuneration in accordance with Article 1572392400.8.131.1.2 provided that the Union uses all reasonable endeavours to fill the vacancy as soon as possible.

33 Trustees' expenses

33.1 The Union may pay Trustees any reasonable and proper out of pocket expenses or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the company.

34 Indemnity

34.1 Without prejudice to any indemnity to which a Trustee may otherwise be entitled, every Trustee shall and every other officer or auditor of the Union may be indemnified out of the assets of the Union against any liability incurred by them in defending any proceedings, whether civil or criminal, in which judgment is given in their favour or in which they are acquitted or in connection with any application in which relief is granted to them by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Union, and against all costs, charges, losses, expenses or liabilities incurred by them in the execution and discharge of their duties or in relation thereto.

PART 3

MEMBERS

BECOMING AND CEASING TO BE A MEMBER

MEMBERS

BECOMING AND CEASING TO BE A COMPANY LAW MEMBER

35 Trustees as Company Law Members

- 35.1 The Trustees from time to time shall be the only Company Law Members of the Union.
- 35.2 A Trustee shall become a Company Law Member on becoming a Trustee.
- 35.3 The names of the Company Law Members of the Union shall be entered in the register of Company Law Members.
- 35.4 Trustees are also Members of the Union in accordance with Paragraph D (ii) of the key constitutional provisions

36 Termination of Company Law Membership

- 36.1 A Company Law Member shall cease to be a Company Law Member if they cease to be a Trustee.
- 36.2 Company Law Membership is not transferable and shall cease on death.

37 Non-Student Members

- 37.1 The Trustees may establish such classes of Non-Student Membership with such description and with such rights and obligations as they think fit and may admit and remove such Non-Student Members in accordance with the Bye-Laws provided that no such Non-Student Members shall be Members of the Union for the purposes of the Articles or the Companies Acts.

38 Code of Conduct

- 38.1 The Board of Trustees will establish and monitor codes of conduct for:
 - 38.1.1 Student Union Members
 - 38.1.2 Trustee Members
- 38.2 All Student Union Members shall be required to adhere to the Student Union Members Code of Conduct, including when Student Members are involved in activities or at events that are administered or organised by the Union.
- 38.3 All Trustees shall be required to adhere to both the Student Union Members Code of Conduct and the Trustees Code of Conduct.
- 38.4 The Student Union Code of conduct may include a range of sanctions for breach of the code of conduct by a Student Union Member, including the suspension or removal of any or all of the rights and privileges of Student Membership, including the holding of office.

- 38.5 The Trustees Code of conduct may include a range of sanctions for breach of the code of conduct, including termination of the Trustee.

39 Referenda

- 39.1 A Referendum may be called on any issue by:
- 39.1.1 a resolution of the Trustees;
 - 39.1.2 at least 50 (fifty) Student Members in accordance with the provisions relating to "Delivery of Student Ideas" in the Bye-Laws.
- 39.2 A resolution may only be passed by Referendum if at least 10% (ten percent) of Student Members cast a vote in the Referendum and a simple majority of the votes cast are in favour of the resolution.
- 39.3 Referenda shall be conducted in accordance with these Articles and the Bye-Laws.
- 39.4 Subject to Article **Error! Reference source not found.**, the Student Members may set Policy by Referenda. Policy set by Referenda may overturn Policy set by the Student Members at a Student Forum.

STUDENT FORUM

40 Student Forum

- 40.1 The Union may hold a Student Forum which shall be called and held in accordance with the Bye-Laws. A Student Forum shall be held at such time and place as the Executive Committee shall think suitable or on request from the Board of Trustees so as to gain a greater understanding of the views of Student members.
- 40.2 For the avoidance of doubt, any Student Forum held under this Article shall not be a general meeting of the Union for the purposes of the Companies Acts. General meetings of the Union (at which only Company Law Members may attend and vote) are governed by the provisions of Article 40 (Company Law Meetings).

COMPANY LAW MEETINGS

41 Company Law Meetings

- 41.1 The Trustees may call a Company Law Meeting at any time.
- 41.2 Such meetings must be held in accordance with the provisions regarding such meetings in the Companies Acts.
- 41.3 A Company Law Meeting will only be required where the Union wishes to pass a company law resolution (other than by way of written resolution) in accordance with the Articles and/or the Companies Acts, for example a resolution to amend the Union's Articles of Association.
- 41.4 The quorum for Company Law Meetings shall be at least 50% of the Company Law Members entitled to vote upon the business to be transacted.

WRITTEN RESOLUTIONS

42 Written Resolutions

- 42.1 Subject to this Article 42, a written resolution agreed by:
- 42.1.1 Company Law Members representing a simple majority; or
 - 42.1.2 (in the case of a special resolution) Company Law Members representing not less than 75%
of the total voting rights of eligible Company Law Members shall be effective.
- 42.2 On a written resolution each Company Law Member shall have one vote.
- 42.3 A written resolution is not a special resolution unless it stated that it was proposed as a special resolution.

Circulation

- 42.4 A copy of the proposed written resolution must be sent to every eligible Company Law Member together with a statement informing the Company Law Member how to signify agreement and the date by which the resolution must be passed if it is not to lapse.
- 42.5 In relation to a resolution proposed as a written resolution of the Union the eligible Company Law Members are the Company Law Members who would have been entitled to vote on the resolution on the Circulation Date of the resolution.
- 42.6 The required majority of eligible Company Law Members must signify their agreement to the written resolution within the period of 28 days beginning with the Circulation Date.
- 42.7 Communications in relation to written resolutions must be sent to the Union's auditors in accordance with the Companies Acts.

Signifying agreement

- 42.8 A Company Law Member signifies their agreement to a proposed written resolution when the Union receives from them (or from someone acting on their behalf) an authenticated document:
- 42.8.1 identifying the resolution to which it relates; and
 - 42.8.2 indicating the Company Law Member's agreement to the resolution.
- 42.9 For the purposes of Article 42.8:
- 42.9.1 a document sent or supplied in Hard Copy Form is sufficiently authenticated if it is signed by the person sending or supplying it; and
 - 42.9.2 a document sent or supplied in Electronic Form is sufficiently authenticated if:
 - (a) the identity of the sender is confirmed in a manner specified by the Union; or
 - (b) where no such manner has been specified by the Union, if the communication contains or is accompanied by a statement of the identity of the sender and the Union has no reason to doubt the truth of that statement.
- 42.10 If the Union gives an electronic address in any document containing or accompanying a written resolution, it will be deemed to have agreed that any document or information

relating to that resolution may be sent by Electronic Means to that address (subject to any conditions or limitations specified in the document).

Part 4

ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS PROVISIONS

43 Bye-Laws

- 43.1 Subject to Article 43.2, the Trustees shall have the power from time to time to make, repeal or amend Bye-Laws as to the management of the Union and its working practices provided that such Bye-Laws shall not be inconsistent with these Articles and subject to approval by the Student Members at a Student Form meeting. Amendments to the Bye-Laws will take effect from the date set by the Trustees.
- 43.2 Subject to prior approval of the University, the Company Law Members shall be entitled to make non substantive (in the opinion of the Company Law Members) changes to the Bye-Laws from time to time, without prior recourse to the Student Members under Article 43.1.

44 Communications by and to the Union

Methods of communication

- 44.1 Subject to the Articles and the Companies Acts, any document or information (including any notice, report or accounts) sent or supplied by the Union under the Articles or the Companies Acts may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by the Union, including without limitation:
- 44.1.1 in Hard Copy Form;
 - 44.1.2 in Electronic Form; or
 - 44.1.3 by making it available on a website.
- 44.2 Where a document or information which is required or authorised to be sent or supplied by the Union under the Companies Acts is sent or supplied in Electronic Form or by making it available on a website, the recipient must have agreed that it may be sent or supplied in that form or manner or be deemed to have so agreed under the Companies Acts (and not revoked that agreement). Where any other document or information is sent or supplied in Electronic Form or made available on a website the Trustees may decide what agreement (if any) is required from the recipient.
- 44.3 Subject to the Articles, any notice or document to be sent or supplied to a Trustee in connection with the taking of decisions by Trustees may also be sent or supplied by the means which that Trustee has asked to be sent or supplied with such notices or documents for the time being.

Deemed delivery

- 44.4 A Member present in person or by proxy at a meeting of the Union shall be deemed to have received notice of the meeting and the purposes for which it was called.
- 44.5 Where any document or information is sent or supplied by the Union to the Members:
- 44.5.1 where it is sent by post it is deemed to have been received 48 hours (including Saturdays, Sundays, and Public Holidays) after it was posted;
 - 44.5.2 where it is sent or supplied by Electronic Means, it is deemed to have been received on the same day that it was sent;
 - 44.5.3 where it is sent or supplied by means of a website, it is deemed to have been received:
 - (a) when the material was first made available on the website; or
 - (b) if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.
- 44.6 Subject to the Companies Acts, a Trustee or any other person (other than in their capacity as a Company Law Member) may agree with the Union that notices or documents sent to that person in a particular way are deemed to have been received within a specified time, and for the specified time to be less than 48 hours.

Failed delivery

- 44.7 Where any document or information has been sent or supplied by the Union by Electronic Means and the Union receives notice that the message is undeliverable:
- 44.7.1 if the document or information has been sent to a Company Law Member and is notice of a Company Law Meeting of the Union, the Union is under no obligation to send a Hard Copy of the document or information to the Company Law Member's postal address as shown in the Union's register of Company Law Members, but may in its discretion choose to do so;
 - 44.7.2 in all other cases, the Union shall send a Hard Copy of the document or information to the Member's postal address as shown in the Union's register of Members (if any), or in the case of a recipient who is not a Member, to the last known postal address for that person (if any); and
 - 44.7.3 the date of service or delivery of the documents or information shall be the date on which the original electronic communication was sent, notwithstanding the subsequent sending of Hard Copies.

Exceptions

- 44.8 Copies of the Union's annual accounts and reports need not be sent to a person for whom the Union does not have a current address.
- 44.9 Notices of Company Law Meetings need not be sent to a Member who does not register an address with the Union, or who registers only a postal address outside the United Kingdom, or to a Company Law Member for whom the Union does not have a current address.

45 Secretary

45.1 A Secretary may be appointed by the Trustees for such term at such remuneration and upon such conditions as they may think fit and may be removed by them. If there is no Secretary:

45.1.1 anything authorised or required to be given or sent to, or served on, the Union by being sent to its Secretary may be given or sent to, or served on, the Union itself, and if addressed to the Secretary shall be treated as addressed to the Union; and

45.1.2 anything else required or authorised to be done by or to the Secretary of the Union may be done by or to a Trustee, or a person authorised generally or specifically in that behalf by the Trustees.

46 Minutes

46.1 The Trustees shall cause minutes to be made in books kept for the purpose:

46.1.1 of all appointments of officers made by the Trustees;

46.1.2 of all resolutions of the Union and of the Trustees; and

46.1.3 of all proceedings at meetings of the Union and of the Trustees, and of committees of Trustees, including the names of the Trustees present at each such meeting,

and any such minute, if purported to be signed (or in the case of minutes of Trustees' meetings signed or authenticated) by the chair of the meeting at which the proceedings were had, or by the chair of the next succeeding meeting, shall, as against any Student Member or Trustee of the Union, be sufficient evidence of the proceedings.

46.2 The minutes referred to in Article 46.1 above must be kept for at least ten years from the date of the meeting, resolution or decision.

46.3 The minutes of the meetings referred to in Article 46.1 above shall normally be considered open and shall be available to the Student Members on the Union's website, except where those minutes relate to any reserved or confidential matters, including without limitation staff-related or disciplinary matters. Copies of the minutes shall also be kept in the Union's offices.

47 Records and accounts

47.1 The Trustees shall comply with the requirements of the Companies Acts and of the Charities Act 2011 as to maintaining a Company Law Members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commission of:

47.1.1 annual reports;

47.1.2 annual returns; and

47.1.3 annual statements of account.

- 47.2 The Student Members of the Union have the right to ask the Trustees questions in writing about the content of any documents referred to in Article 47.1.

48 Irregularities

- 48.1 The proceedings at any meeting or on the taking of any poll or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice unless a provision of the Companies Acts specifies that such informality, irregularity or want of qualification shall invalidate it.

49 Patrons

- 49.1 The Trustees may appoint and remove any individual(s) as patron(s) of the Union and on such terms as they shall think fit. A patron shall have the right to be given notice of, to attend and speak (but not vote) at any Student Members' meeting as if a Student Member and shall also have the right to receive accounts of the Union when available to Student Members.

50 Exclusion of model articles

- 50.1 The relevant model articles for a company limited by guarantee are hereby expressly excluded.