

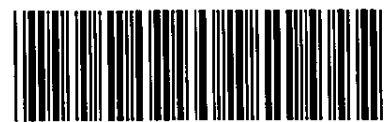
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ULSTUDENTS' UNION  
www.lincolnsu.com

**THE COMPANIES ACTS 1985 to 2006**  
**COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL**  
**MEMORANDUM & ARTICLES OF ASSOCIATION**  
**of**  
**THE UNIVERSITY of LINCOLN STUDENTS' UNION**

WEDNESDAY



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16/06/2010  
COMPANIES HOUSE

**THE COMPANIES ACTS 1985 to 2006**  
**COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL**  
**MEMORANDUM OF ASSOCIATION**

**of**  
**THE UNIVERSITY OF LINCOLN STUDENTS' UNION**

We, the subscribers to this Memorandum, wish to be formed into a company in accordance with this Memorandum

**SIGNATURES, NAMES AND ADDRESSES OF SUBSCRIBERS**

Guarantee

1 Signature

Name Leanne Goodwin £0 10p

Address 5 Samuel Avenue

Date 29/05/07

WITNESS to the above signature

Signature

Name Tracey Revill

Address 14 Blackberry Close, Lincoln

Occupation AU Administrator

2 Signature

Name James Roberts £0 10p

Address Atlantis, Solsbro Road, Torquay

Date 29/05/07

WITNESS to the above signature

Signature

Name Jane Kilby

Address 8 Foxfield Close, Skellingthorpe, Lincoln

Occupation Administrator

## **Background**

- A The 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 Members.
- B The Union will seek at all times to
- (i) ensure that the diversity of its Membership is recognised and that equal access is available to all 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.
- C These Articles have been structured to give the Board of Trustees reasonable authority to manage the affairs of the Union in a professional manner. The Members enjoy the right, which must be exercised in accordance with company law, to elect a proportion of the Trustees and to dismiss all of the Trustees. The Board of Trustees will give the utmost consideration to the views of Members.
- D Under the Education Act 1994, The University of Lincoln 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 of Lincoln in ensuring that the affairs of the Union are properly conducted and that the educational and welfare needs of the Union's Members are met.

## **1 Definitions and Interpretation**

The meanings of any defined terms used in these Articles are set out in Article 81. If any dispute arises in relation to the interpretation of these Articles or any of the Bye-Laws, it shall be resolved by the Board of Trustees.

## **2 Name**

The name of the company (hereinafter called "the Union") is University of Lincoln Students' Union.

## **3 Registered Office**

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

## **4 Objects**

The Union's objects are the advancement of education of Students at the University of Lincoln, herein after referred to as The University, for the public benefit by -

- 4.1 advancing the student experience of its membership and students as a whole,
- 4.2 representing the interests of its Members and acting as a channel of communication in dealings with the University and other bodies,
- 4.3 promoting the interests and welfare of its Members,
- 4.4 promoting, encouraging and supporting members' clubs, societies and social & cultural activities,

- 4 5 running the Union for the benefit of the members,
- 4 6 encouraging the integration of students within the local community,
- 4 7 maintaining good liaison with the University at all times,
- 4 8 assisting the University to promote its standing and reputation

## 5 Powers

To further its objects, but not for any other purpose, the Union may, subject always to the Education Act and any guidance issued by the Charities' Commission, alone or with other organisations

- 5 1 Provide services and facilities for Members,
- 5 2 establish, support, promote and operate a network of student activities for Members,
- 5 3 support fundraising activities carried out by its Members for charitable causes, including the provision of administrative support, banking facilities and acting as a holding trustee of any funds raised,
- 5 4 alone or with other organisations,
  - 5 4 1 carry out campaigning activities,
  - 5 4 2 seek to influence public opinion, and
  - 5 4 3 make representations to and seek to influence governmental and other bodies and institutions
- 5 5 write, make, commission, print, publish or distribute written materials, or other materials recorded in or on any format, or assist in these activities,
- 5 6 promote, initiate, develop and carry out education and training and arrange and provide or assist in arranging and providing exhibitions, lectures, meetings, seminars, displays or classes,
- 5 7 promote, encourage, carry out or commission research, surveys, studies or other work, publishing the useful results,
- 5 8 provide or procure the provision of guidance, representation and advocacy,
- 5 9 invest and deal with the Union's money not immediately required for its objects in or upon any investments, securities, or property,
- 5 10 delegate the management of investments to a financial expert provided that
  - 5 10 1 the financial expert is
    - 5 10 1 1 an individual who is an authorised person within the meaning of the Financial Services and Markets Act 2000, or
    - 5 10 1 2 a company or firm of repute which is an authorised or exempt person within the meaning of that Act except persons exempt solely by virtue of Article 44 and/or Article 45 of the Financial Services and Markets Act 2000 (Exemption) Order 2001
  - 5 10 2 the investment policy is set down in writing for the financial expert by the Trustees,

- 5 10 3 every transaction is reported promptly to the Trustees,
- 5 10 4 the performance of the investment is reviewed regularly by the Trustees,
- 5 10 5 the Trustees are entitled to cancel the delegation at any time,
- 5 10 6 the investment policy and the delegation arrangements are reviewed at least once a year,
- 5 10 7 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
- 5 10 8 the financial expert may not do anything outside the powers of the Trustees,
- 5 11 arrange for investments or other property of the Union to be held in the name of a nominee (being a corporate body 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,
- 5 12 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,
- 5 13 open and operate banking accounts and other facilities for banking and draw, accept, endorse, negotiate, discount, issue or execute promissory notes, bills of exchange and other negotiable instruments,
- 5 14 subject to this clause 5 employ and pay employees and professionals or other advisors,
- 5 15 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,
- 5 16 become a member, affiliate or associate of other charities and bodies,
- 5 17 establish, promote, support, aid, amalgamate or co-operate with, become a part or member, affiliate or associate of, and act as or appoint trustees, agents, nominees or delegates to control and manage charitable institutions whether corporate or unincorporated with objects similar to its objects and subscribe, lend or guarantee money to such charitable institutions,
- 5 18 undertake and execute any charitable trusts which may lawfully be undertaken by it,
- 5 19 pay out of its funds the costs of forming and registering the Union,
- 5 20 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
- 5 20 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),

- 5 20 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,
- 5 20 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
- 5 20 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 his or her 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,
- 5 21 enter into block discounting transactions and upon such terms and conditions as the membership thinks fit,
- 5 22 do all such other lawful things as shall further the Union's objects

The Union may, further (subject to the written consent of the University, such consent not to be unreasonably withheld or delayed) -

- 5 23 purchase, lease, hire, receive in exchange or as a gift, any interest whatever in real or personal property and equip it for use,
- 5 24 subject also to any consent required by law sell, manage, lease, mortgage, exchange dispose of or deal with all or any of the Union's property with or without payment and subject to such conditions as it may think suitable
- 5 25 subject also to any consent required by law borrow and raise money on such terms and security as the Union may think suitable, such borrowing not to exceed £5,000,000,
- 5 26 raise funds and invite and receive contributions from any person(s) provided that the Union shall not undertake any taxable non-primary purpose trading activities in raising funds,
- 5 27 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,
- 5 28 incorporate wholly owned subsidiary companies to carry on any taxable non-primary purpose trade,
- 5 29 purchase or acquire or undertake all or any of the property, assets, liabilities and engagements of any charitable institutions whether corporate or unincorporated with objects similar to the Union's objects,

## 6 Limitation on Private Benefits

- 6 1 The income and property of the Union shall be applied solely towards the promotion of its objects
- 6 2 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
- 6 2 1 any payment made to any beneficiary of the Union (including a Member),
  - 6 2 2 reasonable and proper remuneration to any person (not being a Trustee) for any services given to the Union and of reasonable travelling and other out of pocket expenses necessarily incurred in carrying out the duties of any member, officer or employee of the Union,
  - 6 2 3 interest on money lent to the Union at a reasonable and proper rate per annum,
  - 6 2 4 any reasonable and proper rent for premises let to the Union,
  - 6 2 5 fees, remuneration or other benefits in money or money's worth to any company of which a Trustee or a member of his or her immediate family holds one per cent of the capital,
  - 6 2 6 reasonable and proper out-of-pocket expenses of Trustees,
  - 6 2 7 reasonable and proper premiums in respect of indemnity insurance effected in accordance with article 5 22,
  - 6 2 8 the usual professional charges for business done by any Trustee who is a solicitor, accountant or other person engaged in a profession, or by any partner of his or hers, when instructed by the Union to act in a professional capacity on its behalf, except that at no time shall a majority of the members of the Union or of the Trustees benefit under this provision and provided that any such member or Trustee shall withdraw from any meeting at which his or her appointment or remuneration or that of his or her partner is under discussion, and
  - 6 2 9 reasonable and proper remuneration to any Sabbatical Officer Trustee to be remunerated by the Union from time to time, but
    - 6 2 9 1 provided that this provision may not apply to more than three Sabbatical Officer Trustees in any financial year at any one time, and
    - 6 2 9 2 provided, save for any period that shall not exceed four months, that this provision shall not apply to more than half of the Trustees at any one time, and
    - 6 2 9 3 subject always to the provisions of section 22 of the Education Act (as amended, revoked, consolidated or re-enacted in any form)

## **7 Liability of Members**

7 1 The liability of each Member is limited to £0 10, being the amount that each Member undertakes to contribute to the assets of the Union in the event of its being wound up while he or she is a Member or within one year after he or she ceases to be a Member, for

7 1 1 payment of the Union's debts and liabilities contracted before he or she ceases to be a Member,

7 1 2 payment of the costs, charges and expenses of winding up, and

7 1 3 adjustment of the rights of the contributories among themselves

## **8 Dissolution**

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 of the Union. It shall instead be given or transferred to the University of Lincoln or if this no longer exists, 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 of the Union at or before the time of winding up or dissolution

## **9 Amendments**

9 1 The University of Lincoln shall be required to review the provisions of the Union's Articles of Association at intervals of not more than five years

9 2 No amendment to these Articles shall have effect unless and until it has been approved by the University and these Articles shall be subject to the review of the University in accordance with section 22 of the Education Act 1994. If at any time the obligations upon University with regard to the Union are altered or amended by Act of Parliament or secondary legislation, and the University considers that these cause it to be unable to meet such obligations, the University may present to the Trustees proposals for amendments to these Articles together with an explanation as to the requirement for the amendments and the Trustees shall then include a resolution to pass the said amendments as the first item on the agenda for the next appropriate meeting of the Union

## **10 Becoming a Member**

10 1 The Members of the Union shall be as follows

10 1 1 Each and every Student who has not opted out by notifying the University of Lincoln of his or her wish not to be a Member of the Union, and

10 1 2 The Sabbatical Officers

10 2 Details of Members shall be entered in the Register of Members

## **11 Opting out**

11 1 A Student shall have the right not to be a Member. However, Students who exercise that right should not be unfairly disadvantaged with regard to the provision of services or otherwise by reason of their having opted out of the Union



11 2 Students who opt out pursuant to Article 10 1 1 may not hold any representative office within the Union, including sabbatical, executive, club, society or recreational position, or take part in any aspect of the democratic process including voting rights

11 3 Students who opt out of the Union pursuant to Article 10 1 1 may not attend or take any part in any Student Council meetings (or any of the standing committees of the Student Council), meetings of the Executive Committee or Referenda

## 12 Termination of Membership

12 1 Membership shall not be transferable and shall cease on death

12 2 A Member shall cease to be a Member -

12 2 1 if he or she opts out in accordance with Article 10 1 1, or

12 2 2 in the case of Members other than the Sabbatical Officers, a resolution is passed at a meeting of the Trustees at which at least half of the Trustees are present resolving that the Member be expelled on the ground that his or her continued membership is harmful to or likely to become harmful to the interests of the Union. Such a resolution shall not be passed unless the Member has been given at least 14 clear days' notice that the resolution is to be proposed, specifying the circumstances alleged to justify expulsion, and has been afforded a reasonable opportunity of being heard by or of making written representations to the Trustees, or

12 2 3 automatically on ceasing to be a Student

## 13 Associate Members

13 1 Subject to the Bye-Laws, the Trustees may admit to and remove from Associate Membership of the Union such persons as they consider to be a fit and proper person. An application for Associate Membership shall be made in the form to be determined by the Trustees from time to time and Associate Membership shall be subject to such rights and obligations as the Trustees consider appropriate. Provided always that such Associate Members shall not be Members for the purposes of the Articles or the Companies Acts and shall not be entitled to vote on any matter

13 2 The Trustees may appoint other types of members of the Union from time to time, by making provision in the Bye-Laws

## 14 Bye-Laws and Referenda

14 1 The Members may hold a Referendum to set policy and the resulting policy shall be binding on the Trustees who, on the condition that such measures are lawful, take such measures to effect the result within a reasonable time of such Referendum being held

14 2 A Referendum may be called on any issue by

14 2 1 a resolution of the Trustees,

14 2 2 a majority vote of the Student Council, or

14 2 3 a Secure Petition signed by at least 50 Members

- 14 3 Subject to Article 42 4, a resolution may only be passed by Referendum if at least 10% of all Members eligible to vote on the date of the referendum cast a vote in the Referendum and a simple majority of the votes cast are in favour of the resolution
- 14 4 Referenda shall be conducted in accordance with these Articles and the Bye-Laws
- 14 5 Subject to Article 42 4, Policy set by Referenda may overturn Policy set by the Student Council but not Policy set by the Members in general meeting
- 14 6 Referenda shall be conducted in accordance with these Articles and the Bye-Laws
- 14 7 The Trustees shall have power from time to time to make, repeal or alter Bye-Laws as to the management of the Union and its affairs, as to the duties of any officers or employees of the Union, as to the conduct of business by the Trustees or any committee and as to any of the matters or things within the powers or under the control of the Trustees provided always that such Bye-Laws shall
  - 14 7 1 not be inconsistent with the Articles,
  - 14 7 2 be subject to the approval of the University, and
  - 14 7 3 be subject to the approval or an ordinary resolution of the Members

**15 General Meetings**

- 15 1 The procedure relating to all General Meetings including annual general meetings shall be governed by these Articles and the Bye-Laws
- 15 2 Policy made by any General Meeting and the Student Council shall lapse at the annual general meeting three Academic Years after the Academic Year in which the policy was passed A policy may lapse after a shorter period, if stated in that original policy or when overturned by a subsequent quorate General Meeting or Student Council

**16 Annual General Meeting**

- 16 1. The Union shall hold an annual general meeting once in each academic year Not more than 15 months shall pass between the date of one annual general meeting and the next and such meetings shall be held during term time in the Academic Year, at such time and place as the Trustees shall think suitable
- 16 2 At the annual general meeting the Members shall receive from the President the Union's annual budget and audited accounts for the previous financial Year on behalf of the previous President

**17 General Meetings**

- The Trustees may call a general meeting at any time The Trustees must call a general meeting if
- 17 1 requested to do so by the Members provided such request is signed by at least 50 Members having the right to attend and vote at general meetings,
  - 17 2 required to do so by the Members under the Companies Acts, or
  - 17 3 requested to do so by the Student Council provided such request has been approved by a majority vote of the Student Council

## **18 Location of meetings**

All general meetings may be carried out at one single venue or simultaneously at a maximum of three separate venues with a video, audio or other real-time link between all of the venues. At the start of such meetings, each venue must indicate by majority vote that they are satisfied with the meeting set-up and technology.

## **19 Length of notice**

All general meetings shall be called by either

19 1 at least 14 clear days' notice, or

19 2 shorter notice if it is so agreed by a majority in number of the Members having a right to attend and vote at that meeting. Any such majority shall together represent at least 95% of the total voting rights at that meeting of all the Members.

## **20 Contents of notice**

20 1 Every notice calling a general meeting shall specify the place, day and time of the meeting, whether it is a general or an annual general meeting, and the general nature of the business to be transacted. If a special resolution is to be proposed, the notice shall include the proposed resolution and specify that it is proposed as a special resolution. In every notice calling a meeting of the Union there must appear with reasonable prominence a statement informing the Member of his or her rights to appoint another person as his or her proxy at a general meeting.

20 2 If the meeting is an annual general meeting, the notice must say so and the business to be transacted shall include

20 1 1 ratification of minutes of the previous annual general meeting,

20 1 2 receiving the report of the Trustees on the Union's activities since the previous annual general meeting,

20 1 3 receiving the accounts of the Union for the previous financial year,

20 1 4 appointment of the auditors,

20 1 5 approving the list of affiliations of the Union, and

20 1 6 open questions to the Trustees by the Members.

## **21 Service of notice**

Notice of general meetings shall be given to every Member, to the Trustees, to any patron(s) and to the auditors of the Union.

## **22 Quorum**

22 1 No business shall be transacted at any general meeting unless a quorum is present.

22 2 50 persons entitled to vote upon the business to be transacted (each being a Member or a proxy for a Member) shall be a quorum.

- 22 3 If a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day, time and place as the Trustees may determine and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting those present and entitled to vote shall be a quorum

### **23 Chairing general meetings**

- 23 1 The chair of Student Council shall chair any general meeting or in his or her absence some other Trustee nominated by the Trustees shall preside as Chair
- 23 2 If neither the chair of Student Council nor such other Trustee nominated pursuant to article 23 1 is present within fifteen minutes after the time appointed for holding the meeting and willing to act, the Trustees present shall elect one of their number to be Chair and, if there is only one Trustee present and willing to act, he or she shall be Chair
- 23 3 If no Trustee is willing to act as Chair, or if no Trustee is present within fifteen minutes after the time appointed for holding the meeting, the Members present and entitled to vote shall choose one of their number to be the Chair

### **24 Attendance and speaking by Trustees and non-Members**

- 24 1 A Trustee may, even if not a Member, attend and speak at any general meeting
- 24 2 The Chair of the meeting may permit other persons who are not Members of the Union to attend and speak at any general meeting

### **25 Adjournment**

- 25 1 The Chair of the meeting may adjourn a general meeting at which a quorum is present if
- 25 1 1 the meeting consents to an adjournment, or
- 25 1 2 it appears to the Chair of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or to ensure that the business of the meeting is conducted in an orderly manner
- 25 2 The Chair of the meeting must adjourn a general meeting if directed to do so by the meeting
- 25 3 When adjourning a general meeting, the Chair of the meeting must
- 25 3 1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Trustees, and
- 25 3 2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting
- 25 4 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Union must give at least seven clear days' notice of it
- 25 4 1 to the same persons to whom notice of the Union's general meetings is required to be given, and
- 25 4 2 containing the same information which such notice is required to contain
- 25 5 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place

## VOTING AT GENERAL MEETINGS

### 26 Voting: general

A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the Articles

### 27 Poll

27 1 A poll on a resolution may be demanded

27 1 1 in advance of the general meeting where it is to be put to the vote, or

27 1 2 at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared

27 2 A poll may be demanded by

27 2 1 the Chair of the meeting,

27 2 2 ten or more Members having the right to vote on the resolution,

27 2 3 a person or persons representing not less than one tenth of the total voting rights of all the Members having the right to vote on the resolution

27 3 A demand for a poll may be withdrawn if

27 3 1 the poll has not yet been taken, and

27 3 2 the Chair of the meeting consents to the withdrawal

27 4 Polls must be taken in such manner as the Chair of the meeting directs and in accordance with such bye-laws as are from time to time in place

### 28 Voting

28 1 On a show of hands every person present and entitled to vote shall have a maximum of one vote. On a poll every Member present in person or by proxy shall have one vote

28 2 In the case of an equality of votes, whether on a show of hands or on a poll, the Chair of the meeting shall be entitled to a casting vote in addition to any other vote he or she may have

### 29 Errors and disputes

29 1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid

29 2 Any such objection must be referred to the Chair of the meeting whose decision is final

### 30 Content of proxy notices

30 1 Proxies may only validly be appointed by a notice in writing (a "proxy notice") which

30 1 1 states the name and address of the Member appointing the proxy,

30 1 2 identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed,

30 1 3 is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the Trustees may determine, and

30 1 4 is delivered to the Union in accordance with the Articles and any instructions contained in the notice of the general meeting to which they relate

30 2 The Union may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes

30 3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions

30 4 Unless a proxy notice indicates otherwise, it must be treated as

30 4 1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and

30 4 2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself

### **31 Amendments to resolutions**

31 1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if

31 1 1 notice of the proposed amendment is given to the Union in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the Chair of the meeting may determine), and

31 1 2 the proposed amendment does not, in the reasonable opinion of the Chair of the meeting, materially alter the scope of the resolution

31 2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if

31 2 1 the Chair of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and

31 2 2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution

31 3 If the Chair of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the Chair's error does not invalidate the vote on that resolution

## WRITTEN RESOLUTIONS

### 32 Written Resolutions

- 32 1 Subject to Article 32 5, a written resolution of the Union passed in accordance with this Article 35 shall have effect as if passed by the Union in general meeting
- 32 2 A written resolution is passed as an ordinary resolution if it is passed by a simple majority of the total voting rights of eligible Members
- 32 3 A written resolution is passed as a special resolution if it is passed by Members representing not less than 75% of the total voting rights of eligible Members. A written resolution is not a special resolution unless it states that it was proposed as special resolution
- 32 4 In relation to a resolution proposed as a written resolution of the Union the eligible Members are the Members who would have been entitled to vote on the resolution on the circulation date of the resolution
- 32 5 A Members' resolution under the Companies Acts removing a Trustee or an auditor before the expiration of his or her term of office may not be passed as a written resolution
- 32 6 A copy of the written resolution must be sent to every Member together with a statement informing the Member how to signify their agreement to the resolution and the date by which the resolution must be passed if it is not to lapse. Communications in relation to written resolutions shall be sent to the Union's auditors in accordance with the Companies Acts
- 32 7 A Member signifies their agreement to a proposed written resolution when the Union receives from him or her an authenticated document identifying the resolution to which it relates and indicating his or her agreement to the resolution provided that
- 32 7 1 if the document is sent to the Union in hard copy form, it is authenticated if it bears the Member's signature, and
- 32 7 2 if the document is sent to the Union by electronic means, it is authenticated if it bears the Member's signature or if the identity of the Member is confirmed in a manner specified by the Trustees or if it is accompanied by a statement of the identity of the Member and the Union has no reason to doubt the truth of that statement or if it is from an email address specified by the Member to the Union for the purposes of receiving documents or information by electronic means
- 32 8 A written resolution is passed when the required majority of eligible Members have signified their agreement to it
- 32 9 A proposed written resolution lapses if it is not passed within 48 days beginning with the circulation date

## TRUSTEES OF THE UNION

### 33 **Appointment of Trustees**

The minimum number of Trustees shall be five and the maximum number shall be thirteen consisting of -

- 33 1 not more than three Sabbatical Officer Trustees appointed in accordance with Article 35,
- 33 2 not more than two Student Officer Trustees appointed in accordance with Article 36,
- 33 3 not more than two Council Trustees appointed in accordance with Article 37,
- 33 4 Not more than five Non-Student Trustees appointed in accordance with Article 38, and
- 33 5 One Ordinary Student Trustee appointed in accordance with the Bye-Laws of the Union from time to time in place

### 34 No person may be appointed as a Trustee

- 34 1 unless he or she has attained the age of 18 years, or
- 34 2 in circumstances such that, had he or she already been a Trustee, he or she would have been disqualified from acting under the provisions of Article 39

### 35 **Sabbatical Officer Trustees**

- 35 1 The Executive Committee shall elect three Sabbatical Officer Trustees from the Sabbatical Officers at its first meeting after 1st July of each year, one of whom shall be the President
- 35 2 The Sabbatical Officer Trustees shall remain in office from their election as Sabbatical Officer Trustees until 30 June in the following Year
- 35 3 Sabbatical Officer Trustees may be re-elected for a maximum further term of twelve months by the Executive Committee if they are re-elected as a Sabbatical Officer at an election to be held in accordance with the Bye-Laws For the avoidance of doubt, the maximum total term that a Sabbatical Officer Trustee may serve as a Trustee is twenty four months
- 35 4 The Sabbatical Officer Trustees shall be deemed to be "major union office holders" for the purposes of section 22 of the Education Act 1994

### 36 **Student Officer Trustees**

- 36 1 The Executive Committee shall elect two Student Officer Trustees from the Student Officers at its first meeting after 1<sup>st</sup> July of each Year
- 36 2 The Student Officer Trustees shall remain in office from their election as Student Officer Trustees until 30 June in the next Year
- 36 3 Student Officer Trustees may be re-elected for a maximum further term of twelve months by the Executive Committee if they are re-elected as a Student Officer at an election to be held in accordance with the Bye-Laws For the avoidance of doubt, the maximum total term that a Student Officer Trustee may serve as a Trustee is twenty four months



**37 Council Trustees**

- 37 1 The Student Council shall elect two Council Trustees from the members of Student Council at its first meeting after 1<sup>st</sup> July of each Year
- 37 2 The Council Trustees shall remain in office from their election as Council Trustees until either
- 37 2 1 the end of the Academic Year in which they are elected, or
- 37 2 2 they cease to be a student,
- whichever is sooner
- 37 3 Council Trustees may be re-elected for a maximum further term of twelve months by the Student Council if they are re-elected as members of the Student Council For the avoidance of doubt, the maximum total term that a Council Trustee may serve as a Trustee is twenty four months

**38 Non-Student Trustees**

- 38 1 The Trustees are required to appoint by a simple majority vote such persons as they consider suitable to be Non-Student Trustees
- 38 2 The ratio of Student Trustees to Non-Student Trustees shall with the exception of any period which may not exceed four months not be less than a ratio of 51 49 in favour of the Student Trustees
- 38 3 The initial appointment of Non-Student Trustees shall be subject to one-off ratification at the next meeting of the Student Council following their appointment
- 38 4 The Non-Student trustees shall include the following -
- 38 4 1 One nominee appointed by 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
- 38 4 2 One nominee appointed by the Board of Governors 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
- 38 5 Subject to one-off ratification by the Student Council referred to in Article 38 3 Non-Student Trustees shall remain in office for a term of two years calculated from the date of appointment
- 38 6 At the end of their first term of two years, Non-Student Trustees shall be eligible for re-appointment by a simple majority vote of the Trustees for a further term of two Years For the avoidance of doubt,
- 38 6 1 the re-appointment of a Non-Student Trustee for a further two year term shall be notified to Student Council for its consideration, and
- 38 6 2 the maximum term of office of any Non-Student Trustee shall be four Years

### 39 **Disqualification, Resignation and Removal of Trustees**

The office of a Trustee shall be vacated if

- 39 1 that person ceases to be a Trustee by virtue of any provision of the Companies Act 2006 or is prohibited from being a company director by law,
- 39 2 he or she becomes prohibited by law from being a charity trustee,
- 39 3 in the case of an Officer Trustee, he or she ceases to be an employee of the Union,
- 39 4 in the case of a Student Trustee, he or she ceases to be a Student,
- 39 5 he or she 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),
- 39 6 the Trustees reasonably believe he or she is suffering from mental or physical disorder which renders him or her incapable of acting as a trustee and they resolve that he or she be removed from office,
- 39 7 he or she is the subject of a motion of no confidence passed by the Student Council in accordance with the Bye-Laws and this is ratified by the Trustees,
- 39 8 he or she fails to attend two consecutive (or three in total) meetings of the Trustees and in the opinion of the Trustees there are no mitigating circumstances for that failure and the Trustees therefore resolve that he or she be removed for this reason, or
- 39 9 he or she is removed from office under Article 40

### 40 **Removal of Trustees**

The office of a Trustee shall be vacated if -

- 40 1 he or she is a Non-Student Trustee and is removed by a resolution to that effect passed by at least a two-thirds majority of the Trustees, after the meeting has invited the views of the Trustee concerned and considered the matter in the light of any such views, or
- 40 2 he or she is an Elected Trustee and is removed by a two-thirds majority of the Elected Trustees, after the meeting has invited the views of the Trustee concerned and considered the matter in the light of any such views

### 41 **Replacement of Trustees**

- 41 1 If a Student Trustee retires, is disqualified or removed from office at any time, in order to ensure that the ratio of Student Trustees to Non-Student Trustees is not less than the ratio of 51 49, with the exception of any period which may not exceed four months, the Trustees may arrange for the election or the co-option of any Elected Executive Officer they consider appropriate to fill that vacancy
- 41 2 An Elected Executive Officer appointed to fill a vacancy shall remain in office until the next elections of Officer Trustees are held and the newly appointed Elected Trustees take their office. If that person is not then elected as an Elected Executive Officer he or she will automatically cease to be Trustee when the newly Elected Executive Officers take their office

- 41 3 If a Non-Student Trustee retires, is disqualified or removed from office at any time, the Trustees may appoint a Sabbatical Officer they consider appropriate to fill that vacancy, unless the vacancy is for a nominee appointed under Article 38 4 1 or 38 4 2 in which event the vice Chancellor or Board of Governors, as appropriate, shall nominate a replacement
- 41 4 The appointment of a Non-Student Trustee to fill a vacancy shall be subject to ratification at the next meeting of that Student Council following appointment and Article 37 shall apply

## 42 Powers of Trustees

- 42 1 Subject to the provisions of the Companies Acts, the Education Act, these Articles, any Referendum held, and any Bye-Laws in force from time to time, the business of the Union shall be managed by the Trustees who may exercise all the powers of the Union
- 42 2 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
- 42 3 The Board's powers under this Article 42 shall include but not be limited to responsibility for
- 42 3 1 the governance of the Union,
  - 42 3 2 the budget of the Union, and
  - 42 3 3 the strategy of the Union
- 42 4 The Board of Trustees may override any decision or Policy made by the Members by ordinary resolution in general meeting or by Referendum or by the Student Council which the Trustees consider (in their absolute discretion)
- 42 4 1 has or may have any financial implications for the Union,
  - 42 4 2 is or may be in breach of, contrary to or otherwise inconsistent with Union or education law or any other legal requirements (including ultra vires),
  - 42 4 3 is not or may not be in the best interests of the Union or all or any of its charitable objects, or
  - 42 4 4 will or may otherwise affect the discharge of any or all of the responsibilities referred to in Article 42 3
- 42 5 No alteration of these shall invalidate any prior act of the Trustees which would have been valid if that alteration had not been made
- 42 6 The powers given by this Article shall not be limited by any special power given to the Trustees by the Articles and a meeting of Trustees at which a quorum is present may exercise all powers exercisable by the Trustees
- 42 7 The Trustees may, by power of attorney or otherwise, appoint any person to be the agent of the Union for such purposes and on such conditions as they determine

## 43 Delegation of Trustees' powers

Subject always to the Articles and the Bye-Laws, the Trustees may delegate any of their powers or the implementation of any of their resolutions

- 43 1 to any committee (including for the avoidance of doubt, the Executive Committee and the Student Council) or person
  - 43 2 by such means (including power of attorney)
  - 43 3 to such an extent
  - 43 4 in relation to such matters or territories, and
  - 43 5 on such terms and conditions
- as they think fit

44 The Trustees shall delegate such powers and obligations to the Executive Committee and the Student Council in accordance with the provisions of the Bye-Laws

45 For the avoidance of doubt, the Trustees may (in accordance with Article 43) delegate all financial matters to any committee and may empower such committee to resolve upon the operation of any bank account according to such mandate as it shall think fit whether or not requiring a signature of any Trustee, provided always that no committee shall incur expenditure on behalf of the Union except in accordance with a budget which has been approved by the Trustees

46 The meetings and proceedings of any committee shall be governed by the provisions of the Bye-Laws regulating the meetings and proceedings of the Trustees so far as the same are applicable and are not superseded by any regulations made by the Trustees

47 In the case of delegation of the day-to-day management of the Union to the General Manager

47 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,

47 2 the Trustees shall provide the General Manager with a description of his or her role and the extent of his or her authority,

47 3 the General Manager 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,

#### 48 **Proceedings of Trustees**

Subject to the provisions of the Articles and the Bye-Laws, the Trustees may regulate their proceedings as they think fit

48 1 Four Trustees may, and the Secretary at the request of four Trustees shall, call a meeting of the Trustees

48 2 The Secretary shall also call meeting on a quarterly basis

48 3 Notice of every meeting of the Trustees stating the general particulars of all business to be considered at such meeting shall be sent by post or by electronic communication to each Trustee at least seven clear days before such meeting unless urgent circumstances require shorter notice, but the proceedings of any meeting shall not be invalidated by any irregularity in respect of such notice or by reason of any business being considered which is not specified in such general particulars

48 4 An emergency meeting may be called by agreement of more than half of the Trustees from time to time in office Such agreement shall be in writing, or by electronic written means

49 Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the Chair shall have a second or casting vote

50 The quorum for the transaction of the business of the Trustees shall be more than half of the Trustees from time to time in office comprising a ratio of Student Trustees to Non-Student Trustees greater than 51:49 (in favour of Student Trustees). At least one Non-Student Trustee must be present

51 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 a general meeting or election so as to enable the Members to elect further Trustees

52 The Chair shall be the President of the Union unless he or she is unwilling to so act, in which case the meeting shall be chaired by the Vice Chair. The Chair shall preside at every meeting of Trustees at which he or she is present. If there is no Trustee holding that office, or if the Trustee holding it is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the Vice-Chair shall chair the meeting, if neither the Chair nor Vice Chair are present then the Trustees present may appoint one of their number to be Chair of the meeting

53 All acts done by a meeting of Trustees, or of a committee of Trustees, or by a person acting as a Trustee shall, even if afterwards discovered that there was a defect in the appointment of any Trustee or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Trustee and had been entitled to vote

54 A resolution in writing signed by all the Trustees entitled to receive notice of a meeting of Trustees or of a committee of Trustees shall be as valid and effectual as if it had been passed at a meeting of Trustees or (as the case may be) a committee of Trustees duly convened and held and may consist of several documents in the like form each signed by one or more Trustees. The date of a written resolution of the Trustees shall be the date on which the last Trustee signs

55 A meeting of the Trustees may be held either in person or by suitable electronic means agreed between the Trustees in which all participants may communicate simultaneously with all other participants

#### 56 **Decisions without a meeting**

56.1 The Trustees may, in the circumstances outlined in this Article 56, make a simple majority decision without holding a Trustees' meeting

56.2 If

56.2.1 a Trustee has become aware of a matter on which the Trustees need to take a decision,

56.2.2 that Trustee has taken all reasonable steps to make all the other Trustees aware of the matter and the decision,

56.2.3 the Trustees have had a reasonable opportunity to communicate their views on the matter and the decision to each other, and

56.2.4 a simple majority of the Trustees vote in favour of a particular decision on that matter

a decision of the Trustees may be taken by a majority and shall be as valid and effectual as if it had been taken at a Trustees' meeting duly convened and held

- 56 3 Trustees participating in the taking of a majority decision otherwise than at a Trustees' meeting in accordance with this Article
- 56 3 1 may be in different places, and may participate at different times, and
- 56 3 2 may communicate with each other by any means
- 56 4 No decision shall be taken by the Trustees in accordance with this Article unless a quorum participates in the decision-making process. The quorum for Trustees' decision-making in accordance with this Article shall be the same as the quorum for Trustees' meetings as set out in Article 50
- 56 5 The Chair or such other Trustee as shall be appointed by the Trustees shall be the chair of the process of decision-making in accordance with this Article. The process shall include
- 56 5 1 circulation of the proposed decision with an indication of the time period for discussion and the date by which Trustees are asked to cast their votes,
- 56 5 2 the nomination of a person to whom all Trustees' votes must be communicated,
- 56 5 3 if a majority of the Trustees vote in favour of the decision, the nominated person shall communicate the decision to all the Trustees and the date of the decision shall be the date on which the vote is cast to bring the number of Trustees voting in favour into the required majority, and
- 56 5 4 the nominated person must prepare a minute of the decision in accordance with Article 72
- 56 6 In the case of an equality of votes in any decision-making process in accordance with this Article, the chair shall be entitled to a casting vote in addition to any other vote he or she may have but this does not apply if, in accordance with the Articles, the chair or specified Trustee is not to be counted as participating in the decision-making process for quorum, voting or agreement purposes

## 57 Expenses of Trustees

The Trustees may be paid all reasonable travelling, hotel, and other expenses properly incurred by them in connection with their attendance at meetings of Trustees or committees of Trustees or general meetings or separate meetings of the Union or otherwise in connection with the discharge of their duties

## 58 Conflicts of interest

- 58 1 Whenever a person has a personal interest in a matter to be discussed at a meeting, and whenever a person has an interest in another organisation whose interests are reasonably likely to conflict with those of the Union in relation to a matter to be discussed at a meeting, he or she must
- 58 1 1 declare an interest before discussion begins on the matter,
- 58 1 2 withdraw from that part of the meeting unless expressly invited to remain,
- 58 1 3 in the case of personal interests not be counted in the quorum for that part of the meeting,
- 58 1 4 in the case of personal interests withdraw during the vote and have no vote on the matter

In particular these provisions shall apply to any matter that may directly or indirectly relate to the position of a Sabbatical Officer Trustee who is or is to be remunerated by the Union as an employee of the Union

**59 Register of Trustees' Interests**

59 1 The Trustees shall cause a register of Trustees' interests to be kept

59 2 A trustee must declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the Union or in any transaction or arrangement entered into by the Union which has not previously been declared

**THE EXECUTIVE COMMITTEE**

60 The Executive Committee shall be responsible for the Union's day-to-day direction and the functions and powers of the Executive Committee shall be determined by the Bye-Laws and delegated by the Trustees in accordance with Article 43

61 The Executive Committee's responsibility shall not include the duties of the Trustees as set out in Article 42 but shall include representation and campaigning work and the implementation of Policy save in so far as these responsibilities have not been delegated to another committee

62 The Sabbatical Officers shall be paid an allowance determined by the Trustees in line with general University grade scales and will be required to sign a contract and code of conduct For the avoidance of doubt this paid allowance shall also apply to those Sabbatical Officers holding the position of Sabbatical Officer Trustees

63 The Executive Committee shall consist of the following who shall be elected in accordance with Bye-Laws -

63 1 a minimum of three and maximum of six Sabbatical Officers, of whom three shall be Trustees, one of these being the President The maximum and minimum number of Sabbatical Officers under this Article 63 shall be set by the Trustees for ratification by the Members in an annual general meeting prior to the election process in the February prior to the start of the new Academic Year

63 2 a minimum of five and maximum of nine Student Officers, of whom two shall be Trustees The maximum and minimum number of Student Officers under this Article 63 shall be set by the Trustees for ratification by the Members in an annual general meeting prior to the election process in the February prior to the start of the new Academic Year

64 Meetings of the Executive Committee will be Chaired by the President and held in accordance with the Bye-Laws

65 No member of the Executive Committee shall be eligible for more than two terms as a Sabbatical Officer

66 The Student Officers shall be unpaid and must sign, prior to their appointment, such agreement to hold office as may from time to time be in place and required by the Trustees

## STUDENT COUNCIL

- 67 The functions and powers of the Student Council shall be delegated by the Trustees in accordance with Article 43 and determined by the Bye-Laws. The Student Council shall have the authority to
- 67 1 represent the voice of the Students,
  - 67 2 subject to Article 42 4 set the Policy of the Union and refer Policy to Referenda of the Members (in accordance with the Bye-Laws),
  - 67 3 make, repeal and amend the Bye-Laws jointly with the Trustees in accordance with Article 43,
  - 67 4 appoint honorary members in accordance with the Bye-Laws
- 68 The composition and proceedings of the Student Council shall be set out in the Bye-Laws. No Member may hold more than one seat on the Student Council at any one time

## ADMINISTRATIVE ARRANGEMENTS

### 69 Bye-Laws

The Trustees and the Student Council shall have the power from time to time to jointly make, repeal or amend the Bye-Laws governing the management of the Union and its working practices provided that such Bye-Laws shall not be inconsistent with these Articles

### 70 Communications by and to the Union

70 1 Subject to the provisions of the Companies Acts and these Articles a document or information (including any notice) to be given, sent or supplied to any person may be given, sent or supplied in hard copy form, in electronic form or (in the case of communications by the Union) by making it available on a website, provided that

70 1 1 a document or information (including any notice) may only be given, sent or supplied in electronic form where the recipient has agreed (generally or specifically) that the document or information may be sent in that form and has not revoked that agreement, and

70 1 2 a document or information (including any notice) may only be given, sent or supplied by being made available on a website if

a) the recipient has agreed (generally or specifically) that the document or information may be sent or supplied in that manner, or

b) the recipient is deemed to have so agreed in accordance with the Companies Acts

70 2 Any document or information (including any notice) sent to a Member under the Articles may be sent to the Member's postal address as shown in the Union's register of Members or (in the case of documents or information sent by electronic means) to an address specified for the purpose by the Member, provided that



- 70 2 1 a Member whose registered address is not within the United Kingdom and who gives to the Union an address within the United Kingdom at which notices may be given to him or her, or an address to which notices may be sent by electronic means, shall be entitled to have notices given to him or her at that address, but otherwise no such Member shall be entitled to receive any notice from the Union, and
- 70 2 2 the Union is not required to send notice of a general meeting or a copy of its annual report and accounts to a Member for whom it no longer has a valid address
- 70 3 Any document to be served on the Union by a Member under the Articles may be served
- 70 3 1 in the case of documents in hard copy form, by sending or delivering them to the Union's registered office or delivering them personally to an officer or Trustee of the Union, or
- 70 3 2 in the case of documents in electronic form, by sending them by electronic means to an address notified to the Members for that purpose provided that the Trustees are satisfied as to the identity of the Member (and the Trustees have discretion to specify how such identity should be confirmed)
- 70 4 A Member present in person or by proxy at any meeting of the Union shall be deemed to have received notice of the meeting and, where requisite, of the purpose for which it was called
- 70 5 Where any document or information is sent or supplied
- 70 5 1 by post, service or delivery shall be deemed to be effected at the expiration of 48 hours after the envelope containing it was posted In proving such service or delivery it shall be sufficient to prove that such envelope was properly addressed and posted,
- 70 5 2 by electronic means to an address specified for the purpose by the intended recipient, service or delivery shall be deemed to be effected on the same day on which it is sent or supplied In proving such service it shall be sufficient to prove that it was properly addressed, and
- 70 5 3 by means of a website, service or delivery shall be deemed to be effected when
- 70 5 3 1 the material is first made available on the website, or
- 70 5 3 2 (if later) when the recipient received or is deemed to have received notification of the fact that the material was available on the website
- 70 6 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

70 6 1 if the document or information has been sent to a Member and is notice of a general meeting of the Union or a copy of the annual report and accounts of the Union, the Union is under no obligation to send a hard copy of the document or information to the Member's postal address as shown in the Union's register of Members, but may in its discretion choose to do so, and

70 6 2 in all other cases, the Union will send a hard copy of the document or information to the Member's postal address as shown in the Union's register of Members, or in the case of a recipient who is not a Member, to the last known postal address for that person

70 6 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

## 71 **Secretary**

71 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 -

71 2 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

71 2 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

## 72 **Minutes**

72 1 The Trustees shall keep minutes of all -

72 1 1 appointments of officers made by the Trustees,

72 1 2 resolutions of the Union and of the Trustees, and

72 1 3 proceedings at meetings of the Union and of the Trustees, and of committees, including the names of the Trustees present at each such meeting,

and any such minute, if purported to be signed by the Chair of the meeting at which the proceedings were had, or by the Chair of the next succeeding meeting, shall be sufficient evidence of the proceedings

72 2 The minutes of the meetings referred to in Article 72 1 above shall normally be considered open and shall be available to the 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

## **73 Accounts and Reports**

73 1 The Union may at a General meeting impose reasonable restrictions as to the time at which and the manner in which the statutory books and accounting records of the Union may be inspected by the Members but subject thereto the statutory books and accounting records shall be open to inspection by the Members during usual business hours

73 2 The Trustees shall comply with the requirements of the Companies Acts, the Education Act and the Charities Act 1993 (or any statutory re-enactment or modification of those Acts) as to keeping financial records, the audit or examinations of accounts and the preparation and transmission to the Registrar of Companies and the Union Commissioners of

73 2 1 annual reports,

73 2 2 annual returns,

73 2 3 annual statements of account

## **74 Indemnity**

Without prejudice to any indemnity to which a Trustee may otherwise be entitled, every Trustee or other officer or auditor of the Union shall be indemnified out of the assets of the Union against any liability incurred by him or her in defending any proceedings, whether civil or criminal, in which judgment is given in his or her favour or in which he or she is acquitted or in connection with any application in which relief is granted to him or her 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 him or her in the execution and discharge of his or her duties or in relation thereto

## **75 Trustees' Indemnity Insurance**

The Trustees shall have power to resolve pursuant to article 5 22 to effect trustees' indemnity insurance, despite their interest in such policy

## **76 Exclusion of model articles**

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

## INTERPRETATION

77 In these Articles the following terms shall have the following meanings -

<b>Term</b>	<b>Meaning</b>
<b>“Academic Year”</b>	the academic year of the University
<b>“Articles”</b>	the Articles of Association of the Union
<b>“Associate Member”</b>	associate members appointed pursuant to Article 12 1
<b>“Board of Trustees”</b>	the board of Trustees of the Union,
<b>“Bye-Laws”</b>	the bye-laws of the Union made by the Trustees from time to time in accordance with Articles,
<b>“Chair”</b>	the chairperson of a meeting who shall unless otherwise be provided for in the Articles of Association be the President of the Union,
<b>“clear days”</b>	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,
<b>“Companies Acts”</b>	means the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Union,
<b>“Council Trustee”</b>	a Trustee appointed by the Council in accordance with Article 40,
<b>“Education Act”</b>	the Education Act 1994,
<b>“Executive Committee”</b>	the Executive Committee of the Student Union, which shall be constituted and governed in accordance with the Bye-Laws and Article 60,
<b>“Elected Officer”</b>	Together the Sabbatical and Student Officers
<b>“Elected Executive Officer”</b>	Student or Sabbatical Officer elected in accordance with these articles and the bye-laws who is a member of the Executive Committee
<b>“electronic communications”</b>	has the meaning ascribed to it in the Electronic Communications Act 2000,
<b>“electronic signature”</b>	has the meaning ascribed to it in the Electronic Communications Act 2000,

<b>“General Manager”</b>	such person as may from time to time be appointed by the Trustees in accordance with Article 47
<b>“in writing”</b>	means written, printed or transmitted writing including by electronic communication,
<b>“Memorandum”</b>	the Memorandum of Association of the Union,
<b>“Non-Student Trustee”</b>	a Trustee appointed in accordance with Article 41 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 1994,
<b>“Office”</b>	the registered office of the Union,
<b>“Ordinary Student Trustee”</b>	means such Student Trustee elected in accordance with the Bye-Laws of the Union from time to time in place,
<b>“Policy”</b>	representative and campaigning policy set by Referenda or the Student Council in accordance with Article 14, 42 and 67 respectively,
<b>“President”</b>	the Sabbatical Officer elected by the Members to be the president of the Union,
<b>“Referendum”</b>	a referendum to be held by the Members in accordance with the Bye Laws and the provisions of Article 16,
<b>“Sabbatical Officers”</b>	those sabbatical officers elected by secret ballot by the Members each Year at an election to be held in accordance with the Bye-Laws,
<b>“Sabbatical Officer Trustee”</b>	a Trustee appointed in accordance with Article 35 who is an elected Sabbatical Officer and, for the avoidance of doubt, shall be deemed to be a major union office holder for the purposes of Section 22 of the Education Act 1994,
<b>“Secretary”</b>	the Secretary of the Union,
<b>“Semester”</b>	a semester of an Academic Year,
<b>“Student”</b>	any individual who is formally enrolled for an approved programme of study provided by University of Lincoln and who has paid or has had paid on his or her behalf the appropriate tuition fees for such programme of study,
<b>“Student Council”</b>	the Student body formed by appointed Students constituted in accordance with Article 67 and the Bye-Laws,

<b>“Student Officer”</b>	those student officers elected by secret ballot of the Members each Year in an election to be held in accordance with the Bye-Laws,
<b>“Student Officer Trustee”</b>	a Trustee appointed in accordance with Article 36 who is a Student and, 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 1994,
<b>“Student Trustee”</b>	means (individually or collectively) a Sabbatical Officer, Council Trustee, Ordinary Student Trustee and Student Officer Trustee,
<b>“Trustee and Trustees”</b>	the Student Trustees and the Non-Student Trustees each of whom is a director as defined in the Companies Act 2006,
<b>“Union”</b>	The University of Lincoln Students’ Union,
<b>“University”</b>	The University of Lincoln or any successor body,
<b>“Vice Chair”</b>	such person as elected from the Non-Student Trustees at the first meeting of each academic year to be chair meetings should the Chair be unable or unwilling to so act,
<b>“Year”</b>	a calendar year

- 78 Words importing the singular shall include the plural and vice versa and words importing the masculine shall include the feminine and vice versa
- 79 Subject to Article 80, 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
- 80 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