

**Memorandum
and
Articles of Association
of
Loughborough Students' Union**

**Company Limited by Guarantee and not having a Share Capital
Memorandum of Association of Loughborough Students' Union**

Each subscriber to the Memorandum of Association wishes to form a company under the Companies Act 2006 and agrees to become a Company Law Member of the Company.

Name of each subscriber

Authentication by each subscriber

Rahul Mathasing

Salomé Doré

Keiron Morris

Lauren Durkan

Dated: 16 May 2019

Table of Contents and Comments

Key Constitutional Provisions

Page 5

This section describes the organisation, its purpose, the activities it can engage in and the boundaries of its work. It describes what happens if the organisation was to be dissolved and how the Articles can be amended.

Membership

Page 12

This section describes who the members of the Students' Union are.

Referenda

Page 13

This section describes how a referendum may be called.

Meetings

Page 14

This section describes how Student Members' meetings are called and what business will take place within them and how Company Law Meetings are called.

Trustees

Page 16

This section describes who the trustees are, how they are appointed, how they can be removed and their powers.

Decision Making By Trustees

Page 20

This section describes how trustees can make decisions and how trustee meetings will be called and run.

Elected Student Body

Page 26

This section deals with the powers and responsibilities for the elected student body.

Administrative Arrangements and Miscellaneous Provisions

Page 27

This section deals with miscellaneous issues and includes a table of definitions and interpretations.

THE COMPANIES ACT 2006

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

of

LOUGHBOROUGH STUDENTS' UNION

COMPANY NUMBER: 12000783

REGISTERED CHARITY NUMBER: 1183625

ARTICLES OF ASSOCIATION
of
LOUGHBOROUGH STUDENTS' UNION

BACKGROUND

- A. Loughborough 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.
- 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 Student Members enjoy the right, which must be exercised in accordance with charity 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 Student Members.
- D. Under the Education Act 1994, Loughborough University (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.

PART 1

KEY CONSTITUTIONAL PROVISIONS

1. Definitions and Interpretation

The meanings of any defined terms used in these Articles are set out in Article 57. 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 is Loughborough Students' Union.

3. Registered office

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

4. Objects

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

- 4.1. enriching and enhancing the educational experience of its members as people as well as intellectuals;
- 4.2. provide opportunities for members to develop their personal maturity, leadership, and communication and other skills;
- 4.3. acting as the principal body representing its members' views and interests within their institution, to the local community and nationally;
- 4.4. enhancing the student community and student wellbeing by providing social, cultural, sporting and recreational activities, and forums for discussions and debate;
- 4.5. ensuring that students experiencing problems with student life can get the support and help they need, and seeking to minimise the likelihood of the problems occurring.

5. Powers

To further its objects, but not to further any other purpose, the Union may:

- 5.1. provide services and facilities for Student Members;
- 5.2. establish, support, promote and operate a network of student activities for Student Members;
- 5.3. 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;

- 5.4. 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;
- 5.5. write, make, commission, print, publish or distribute materials or information in any medium or assist in these activities;
- 5.6. promote, initiate, develop or carry out education and training and arrange, provide or assist with exhibitions, lectures, meetings, seminars, displays or classes;
- 5.7. promote, encourage, carry out or commission research, surveys, studies or other work, making the useful results available;
- 5.8. enter into contracts to provide services to or on behalf of other bodies;
- 5.9. provide or appoint others to provide advice, guidance, representation and advocacy;
- 5.10. co-operate with other charities and other bodies and exchange information and advice with them;
- 5.11. become a member, affiliate or associate of other charities and bodies;
- 5.12. support, set up or amalgamate with other charities 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 or other property held for any of the charitable purposes included in the Union's objects);
- 5.13. purchase or acquire all or any of the property, assets, liabilities and engagements of any charity with objects similar to the Union's objects;
- 5.14. pay out of the funds of the Union the costs of forming and registering the Union;
- 5.15. raise funds and invite and receive contributions from any person provided that the Union shall not carry out any taxable trading activities in raising funds;
- 5.16. borrow and raise money on such terms and security as the Union may think suitable including for the purposes of investment or of raising funds (but only in accordance with the restrictions imposed by the Charities Act);
- 5.17. purchase, lease, hire or receive property of any kind including land, buildings and equipment and maintain and equip it for use;
- 5.18. 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);

- 5.19. make grants or loans of money and give guarantees;
- 5.20. set aside funds for special purposes or as reserves against future expenditure;
- 5.21. invest and deal with the Union's money not immediately required for its objects in or upon any investment, security, or property;
- 5.22. 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 finance 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;
- 5.23. 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;
- 5.24. 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;
- 5.25. 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;
- 5.26. 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;
- 5.27. establish or acquire subsidiary companies to carry on any trade;
- 5.28. subject to Article 6 (Limitation on private benefits), employ and pay employees and professionals or other advisors;
- 5.29. make reasonable provision for the payment of pensions and other retirement benefits to or on behalf of employees and former employees of the Union and to their spouses and dependants and subscribe to funds or schemes for providing pensions and retirement benefits for employees and former employees of the Union and their spouses and dependants;

- 5.30. insure the property of the Union against any foreseeable risk and take out other insurance policies as the Trustees consider necessary or expedient to protect the Union;
- 5.31. 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:
- (a) 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);
 - (b) 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;
 - (c) 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; and
- 5.32. do all such other lawful things as shall further 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.

Permitted benefits to Company Law Members, Trustees and Connected persons

- 6.2. 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 Company Law Member unless the payment is permitted by Articles 6.3, 6.4 or 6.5
- 6.3. no Trustee may;
- 6.3.1. sell goods, services of any interest in land to the Union;
 - 6.3.2. be employed by, or receive any remuneration from, the Union; or
 - 6.3.3. receive any other financial benefit from the Union;
- unless the payment is permitted by Articles 6.4 or 6.5 or authorised by the court or the Charity Commission.
- 6.4. A Trustee may receive the following benefit for the Union:
- 6.4.1. a Trustee or a person who is Connected with a Trustee may receive a benefit from the Union in their capacity as a beneficiary of the Union;

- 6.4.2. a Trustee or a person who is Connected with a Trustee may be reimbursed by the Union for, or may pay out of the Union's property, reasonable expenses properly incurred by them when acting on behalf of the Union;
- 6.4.3. Executive Officer Trustees or a person who is Connected with a Trustee may be paid reasonable and proper remuneration 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 Executive Officer Trustees and Connected persons under contracts of employment with the Union;
 - (b) the amount or maximum amount of the remuneration is set out in an agreement in writing between the Union and the Executive Officer Trustee or person connected with a Trustee providing the goods or services (which for the avoidance of doubt may be a contract of employment);
 - (c) before entering into the agreement described at Article 6.4.3(b) the Trustees must be satisfied that it would be in the best interests of the Union for the goods or services to be provided by the Executive Officer Trustee or the person Connected with a Trustee for the amount or maximum amount set out in that agreement;
 - (d) subject to Article 6.4.3(a), the authorisation under this provision shall not extend to the service of acting as Trustee;
 - (e) if the person being remunerated is a Trustee the procedure described in Article 45 (Trustee interests and management of 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;
 - (f) if the person being remunerated is a person Connected with a Trustee the procedure described in Article 45 (Trustee interests and management of conflicts of interest) must be followed by the relevant Trustee in relation to any decisions regarding such person;
 - (g) subject to Article 6.6, this provision may not apply to more than half of the Trustees at any given time (and for these purposes such provision shall be treated as applying to a Trustee if it applies to a person who is a Connected to that Trustee); and
 - (h) at all time the provisions of the Education Act are complied with;
- 6.4.4. a Trustee or a person who is Connected with a Trustee may receive interest at a reasonable rate on money lent to the Union;
- 6.4.5. a Trustee of a person who is Connected with a Trustee may receive reasonable and proper rent for premises let to the Union;
- 6.4.6. the Union may pay reasonable and proper premiums in respect of indemnity insurance effected in accordance with Article 5,31;

- 6.4.7. a Trustee or other Officer of the Union may receive payment under and indemnity from the Union in accordance with the indemnity provision set out at Article 56; and
- 6.4.8. payments to include other benefits authorised in writing by the Charity Commission.

Provided that where benefits are conferred under Article 6.4, Article 46 (Register of Trustee's interests) must be complied with by the relevant Trustee in relation to any decisions regarding the benefit.

Subsidiary Companies

6.5. A Trustee may receive the following benefits from any Subsidiary Company:

- 6.5.1. 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;
- 6.5.2. 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 a Subsidiary Company;
- 6.5.3. 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 6.3.3 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);
- 6.5.4. 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;
- 6.5.5. 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;
- 6.5.6. any Subsidiary Company may pay reasonable and proper premiums in respect of indemnity insurance for its directors and officers; and
- 6.5.7. 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 6.5.3, 6.5.4 or 6.5.5.

6.6. Where a vacancy arises on the Board of Trustees with the result that Article 6.3.3 applies to more than half of the Trustees, the Union may continue to pay remuneration to its Executive Officer Trustees and any Connected persons receiving remuneration in accordance with Article 6.3.3. provided that the Union uses all reasonable endeavours to fill the vacancy as soon as possible.

7. 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 they are a Company Law Member or within one year after they cease to be a Company Law Member, for:

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

8. Dissolution

8.1. At any time before, and in expectation of, the winding up or dissolution of the Union, the Trustees may resolve that any net assets of the Union after all its debts and liabilities have been paid, or provision made for them, shall on the dissolution or winding up of the Union be applied or transferred in any of the following ways:

8.1.1. directly for the objects of the Union; or

8.1.2. to any charity or charities:

(a) for purposes similar to the objects of the Union; or

(b) for use for particular purposes that fall within the objects of the Union.

8.2. In no circumstances shall the net assets of the Union be paid to or distributed among the Company Law Members of the Union under this Article 8.

8.3. If no resolution is passed in accordance with Article 8.1, the net assets of the Union shall be applied for such charitable purposes as are directed by the Charity Commission.

9. Reviewing and Amending the Articles

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

9.2. Subject to Article 9.3, any amendment to the Union's Articles of Association shall require the following:

9.2.1. a resolution to approve the amendment, passed either by two thirds majority vote at a Elected Student Body meeting or in a referendum in accordance with Article 17.2 (as the case may be);

9.2.2. a special resolution of the Company Law Members making the amendments to the Articles that have been approved by a resolution of the Student Members in accordance with Article 9.2.1; and

9.2.3. the approval of the University.

- 9.3. 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 Members under Article 9.2.1.

PART 2
MEMBERS

10. Members of the Union

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

10.1.1. Student Members; and

10.1.2. Company Law Members.

10.2. The Union may also have associate members in accordance with Article 15.

BECOMING AND CEASING TO BE A STUDENT MEMBER

11. Student Members

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

11.1.1. 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

11.1.2. the Elected Officers of the Union.

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

11.3. Student Members of the Union shall be entitled to the benefits set out in the Code of Practice.

12. Termination of Student Membership

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:

12.1. they 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;

12.2. they cease to be an Elected Officer;

12.3. they opt out of Student Membership by giving written notice to the Union in accordance with the Bye-Laws; or

12.4. a decision is made to remove them from Student Membership of the Union in accordance with the Union's Code of Conduct or disciplinary procedure for Student Members.

BECOMING AND CEASING TO BE A COMPANY LAW MEMBER

13. Trustees as Company Law Members

- 13.1. The Trustees from time to time shall be the only Company Law Members of the Union.
- 13.2. A Trustee shall become a Company Law Member on becoming a Trustee. In agreeing to become a Trustee, each new Trustee is also agreeing to become a Company Law Member.
- 13.3. The names of the Company Law Members of the Union shall be entered in the register of Company Law Members.

14. Termination of Company Law Membership

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

15. Associate members

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

16. Code of Conduct

- 16.1. The Board of Trustees will establish and monitor a Code of Conduct that all Student Members shall be required to adhere to, including when Student Members are involved in activities or at events that are administered or organised by the Union.
- 16.2. The Code of Conduct may include a range of sanctions for breach of the Code of Conduct by a Student Member, including the suspension or removal of any or all of the rights and privileges of Student Membership, including the holding of office.

17. Referenda

- 17.1. A Referendum may be called on any relevant issue by:
 - 17.1.1. a resolution of the Trustees;
 - 17.1.2. at least 3% (three percent) of Student Members in accordance with the provisions relating to "Delivery of Student Ideas" in the Bye-Laws;

- 17.2. A resolution may only be passed by Referendum if at least 30% (Thirty percent) of Student Members cast a vote in the referendum and a simple majority of the votes cast are in favour of the resolution.
- 17.3. Referenda shall be conducted in accordance with these Articles and the Bye-Laws.
- 17.4. Subject to Article 29.3, the Student Members may set policy by Referenda. policy set by Referenda may overturn policy set by the Student Members at a Student Members' meeting or an annual Student Members' meeting.

STUDENT MEMBERS' MEETINGS

18. Student Members' meetings

- 18.1. The Union may hold Student Members' meetings which shall be called and held in accordance with the Bye-Laws. A Student Members' meeting shall be held at such time and place as the Trustees shall think suitable to allow the maximum number of Student Members to attend.
- 18.2. For the avoidance of doubt, any Student Members' meeting held under this Article shall not be a Company Law 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 19 (**Company Law Meetings**).

COMPANY LAW MEETINGS

19. Company Law Meetings

- 19.1. The Trustees may call a Company Law Meeting at any time.
- 19.2. Such meetings must be held in accordance with the provisions regarding such meetings in the Companies Acts.
- 19.3. 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.

WRITTEN RESOLUTIONS

20. Written Resolutions

- 20.1. Subject to this Article 20, a written resolution agreed by:
- 20.1.1. Company Law Members representing a simple majority; or
 - 20.1.2. (in the case of a special resolution) Company Law Members representing not less than 75% of eligible Company Law Members

shall be effective.

- 20.2. On a written resolution each Company Law Member shall have one vote.
- 20.3. A written resolution is not a special resolution unless it stated that it was proposed as a special resolution.

Circulation

- 20.4. 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 their agreement and the date by which the resolution must be passed if it is not to lapse.
- 20.5. 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.
- 20.6. 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.
- 20.7. Communications in relation to written resolutions must be sent to the Union's auditors in accordance with the Companies Acts.

Signifying agreement

- 20.8. A Company Law Member signifies their agreement to a proposed written resolution when the Union receives from them (or from someone authorised to act on their behalf) an authenticated document:
 - 20.8.1. identifying the resolution to which it relates; and
 - 20.8.2. indicating the Company Law Member's agreement to the resolution.
- 20.9. For the purposes of Article 20.8:
 - 20.9.1. a document sent or supplied in Hard Copy Form is sufficiently authenticated if it is signed by the person sending or supplying it; and
 - 20.9.2. 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.
- 20.10. 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 3

TRUSTEES

APPOINTMENT AND RETIREMENT OF TRUSTEES

21. Appointment of Trustees

Those persons notified to the Registrar of Companies as the first directors of the Union (or, where one of the first directors wishes to resign before the Effective Date, such other person(s) as the Trustees may appoint in their place) shall be the Trustees until and including the Effective Date. On the day immediately following the Effective Date, those persons elected and/or appointed by the Unincorporated Charity as its Board of Trustees for the academic year 2019/20 shall be the Trustees of the Union and shall be deemed to be the Union's Executive Officer Trustees, Student Trustees and Non-Student Trustees as appropriate for the purposes of these Articles. Thereafter, the Trustees shall be made up of the following persons:

- 21.1. not more than 5 (five) Executive Officers, elected in accordance with Article 22;
- 21.2. not more than 5 (five) Student Trustees, elected in accordance with Article 23;
- 21.3. not more than 5 (five) Non-Student Trustees, appointed in accordance with Article 24.

22. Executive Officer Trustees

- 22.1. The Executive 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.
- 22.2. Up to 5 (five) Executive Officers shall be elected in accordance with Article 22.1 to posts specified in the Bye-Laws and each of these Elected Officers shall also hold office as an Executive Officer Trustee until they cease to be an Elected Officer in accordance with Article 27 or cease to be an Executive Officer Trustee in accordance with Article 25. Except where otherwise indicated, references in these Articles to Executive Officer Trustees are to individuals acting solely in their capacity as Executive Officer Trustees.
- 22.3. The Executive Officers shall remain in office for a term of 1 (one) year commencing in accordance with the Bye-Laws. The term of office 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, an Executive 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, an Executive Officer's terms of office may be either consecutive or non-consecutive.

- 22.4. Each Executive Officer must be a Student or an Elected Officer at the time of their election. In accordance with Article 11, each Executive Officer shall become a Student Member of the Union on commencement of their appointment or re-appointment as an Executive Officer. Such Student Membership shall cease when the Officer ceases to be an Executive Officer.
- 22.5. The Executive Officers shall be deemed to be major Union office holders for the purposes of Section 22 of the Education Act.
- 22.6. At the same time as commencing the term of office as an Executive Officer, the Executive 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 Executive Trustee shall be as set out in the Bye-Laws.

23. Student Trustees

- 23.1. Subject to Article 23.2 below, up to 5 (five) Student Trustees shall be elected for an initial term of 1 (one) year by the Student Members of the Union at an election to be held in accordance with the Bye-Laws.
- 23.2. 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.
- 23.3. A Student Trustee may be re-appointed for another term of up to one year by the Student Members of the Union at an election to be held in accordance with the Bye-Laws but may only serve a maximum of two terms as a Student Trustee.

24. Non-Student Trustees

- 24.1. Subject to Article 24.2, up to 5 (five) Non-Student Trustees shall be appointed by a simple majority vote of the Trustees from time to time. Non-Student Trustees must not have been a Student member of the Union for at least 3 (three) years.
- 24.2. One of the Non-Student Trustees appointed pursuant to Article 24.1 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 24.2 shall be known as the **University Nominee**.
- 24.3. Unless their appointment is terminated in accordance with Article 25, or 26 and subject always to Article 24.4, Non-Student Trustees shall remain in office for a term of up to 3 (three) years commencing in accordance with the Bye-Laws and at the end of their first term. Non-Student Trustees shall be eligible for re-appointment by a simple majority vote of the Trustees in accordance with Article 24.1.
- 24.4. With the exception of the University Nominee, Non-Student Trustees may serve for a maximum of 2 (two) terms which may either be consecutive or non-consecutive. Subject to the provisions of these Articles, the University Nominee

may serve for an unlimited number of terms.

25. Disqualification, Resignation and Removal of Trustees

The office of a Trustee shall be vacated if:

- 25.1. they cease to be a company director by virtue of any provision of the Companies Act or are prohibited from being a company director by law;
- 25.2. they are disqualified under the Charities Act from acting as a trustee of a charity;
- 25.3. in the case of an Executive Officer Trustee, they cease to be an Executive Officer or cease to be an employee of the Union;
- 25.4. in the case of a Student Trustee, they cease to be a Student;
- 25.5. in the case of an Executive Officer Trustee or a Student Trustee, they are removed from Student Membership of the Union in accordance with the Union's Code of Conduct;
- 25.6. they resign by notice in writing to the Union (but only if at least two Trustees will remain in office when the notice of resignation is to take effect);
- 25.7. the Trustees reasonably believe the Trustee has become physically or mentally incapable of managing their own affairs and they resolve that the Trustee be removed from office;
- 25.8. they fail 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
- 25.9. they are removed from office under Article 26 or 27.

26. Removal of Non-Student Trustees by the Board

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 41.

27. Removal of Elected Officers

Subject to the Bye-Laws, an Elected Officer shall be removed from office if they:

- 27.1. resign or die;
- 27.2. are removed from office as an Elected Officer by:
 - 27.2.1. 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 least 30% (thirty percent) of Student Members cast a vote in

the Referendum; or

- 27.2.2. a motion of no confidence in the Elected Officer is passed by a two thirds majority in a vote of Student Members present and entitled to vote at an Elected Student Body meeting,

provided that, in the case of an Executive Officer, such removal shall be subject to the Union having first carried out any steps it is required to take under the Executive Officer's contract of employment and/or the applicable disciplinary procedure and otherwise in accordance with good employment practice.

28. Replacement of Trustees

- 28.1. If an Executive Officer 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.
- 28.2. If an Executive Officer Trustee resigns, is disqualified or is removed from office after the commencement of the Academic year the vacancy may be filled in accordance with the Bye-Laws. Any person elected under this Article may be required to assume the responsibilities of the Executive Officer Trustee.
- 28.3. 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.
- 28.4. 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 24.1.

TRUSTEES' POWERS AND RESPONSIBILITIES

29. Trustees' general authority

- 29.1. 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.
- 29.2. The Board's powers under Article 29.1 shall include but not be limited to responsibility for:
 - 29.2.1. the governance of the Union;
 - 29.2.2. the budget of the Union; and
 - 29.2.3. the strategy of the Union.
- 29.3. The Board of Trustees may override any decision or policy made by the Student Members at an annual Student Members' meeting or at a Student Members' meeting or by Referendum or by the Elected Student Body which the Trustees consider (in their absolute discretion):

- 29.3.1. has or may have any financial implications for the Union;
 - 29.3.2. 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);
 - 29.3.3. is not or may not be in the best interests of the Union or all or any of its charitable objects; or
 - 29.3.4. will or may otherwise affect the discharge of any or all of the responsibilities referred to in Article 29.2.
- 29.4. 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.
- 29.5. 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:
- 29.5.1. was not properly appointed;
 - 29.5.2. was disqualified from holding office;
 - 29.5.3. had vacated office; or
 - 29.5.4. was not entitled to vote.

30. Trustees may delegate

- 30.1. Subject to the Articles, the Trustees may delegate any of the powers or functions to any committee.
- 30.2. Subject to the Articles, the Trustees may delegate the implementation of their decisions or day to day management of the affairs of the Union to any person or committee.
- 30.3. Any delegation by the Trustees may be:
 - 30.3.1. by such means;
 - 30.3.2. to such an extent;
 - 30.3.3. in relation to such matters or territories; and
 - 30.3.4. on such terms and conditions
 as they think fit.
- 30.4. The Trustees may authorise further delegation of the relevant powers, functions, implementation of decisions or day to day management by any person or committee to whom they are delegated.

- 30.5. The Trustees may revoke any delegation in whole or part or alter its terms and conditions.
- 30.6. 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.

31. Committees

- 31.1. In the case of delegation to committees:
 - 31.1.1. 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);
 - 31.1.2. subject to Article 31.3, 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;
 - 31.1.3. 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 Clerk;
 - 31.1.4. 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.
- 31.2. The Trustees shall establish the following committees (which is a non-exhaustive list) in accordance with their powers under Articles 30 and 31.1:
 - 31.2.1. Executive Committee (as further described in Article 33);
 - 31.2.2. Finance and Risk Committee; and
 - 31.2.3. HR and Remuneration Committee.
- 31.3. For the avoidance of doubt, the Trustees may (in accordance with Articles 30 and 31.1) delegate all financial matters to any committee provided that such committee shall include at least one Trustee. The Trustees may empower such committee to resolve upon the operation of any bank account according to such mandate as it shall think fit provided that the signature of at least one Trustee shall be required for transactions above a certain amount as set out in the Bye-Laws and 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.

- 31.4. 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.

32. Delegation of day-to-day management powers to the Union Director

In the case of delegation of the day-to-day management of the Union to the Union Director:

- 32.1. 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;
- 32.2. the Trustees shall provide the Union Director with a description of their role and the extent of their authority;
- 32.3. the Union Director 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
- 32.4. the Trustees shall provide the Union Director with a performance management structure to aid their work plan and development.

33. The Executive Committee

- 33.1. The Executive Committee shall be comprised of the Executive Officer Trustees.
- 33.2. The Executive Committee's responsibility shall not include the duties of the Trustees as set out in Article 30 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.
- 33.3. The Union Director and the Union's senior management team may attend meetings of the Executive Committee at the request of the Executive Committee.
- 33.4. The Executive Committee shall meet in accordance with the Bye-Laws.

DECISION-MAKING BY TRUSTEES

34. Trustees to take decisions collectively

Any decision of the Trustees must be either a simple majority decision at a meeting or a decision taken in accordance with Article 44 (**Decisions without a meeting**).

35. Trustees' meetings

- 35.1. The Trustees shall hold a minimum of four meetings in each Academic year.
- 35.2. Guests or observers can attend meetings of the Trustees at the discretion of the chair of the meeting.

36. Calling a Trustees' meeting

Two Trustees may, and the Union Director at the request of two Trustees shall, call a Trustees' meeting.

37. Length of Notice

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

- 37.1. all the Trustees agree; or
- 37.2. urgent circumstances require shorter notice.

38. Contents of Notice

Every notice calling a Trustees' meeting shall specify:

- 38.1. the place, day and time of the meeting;
- 38.2. the general particulars of all business to be considered at such meeting; and
- 38.3. 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.

39. Service of Notice

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.

40. Participation in Trustees' meetings

- 40.1. Subject to the Articles, Trustees participate in a Trustees' meeting, or part of a Trustees' meeting, when:
 - (a) the meeting has been called and takes place in accordance with the Articles; and
 - (b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting (for example via telephone or video conferencing).
- 40.2. In determining whether Trustees are participating in a Trustees' meeting, it is irrelevant where any Trustee is or how they communicate with each other.
- 40.3. 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.

41. Quorum for Trustees' meetings

- 41.1. At a Trustees' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 41.2. The quorum for Trustees' meetings until and including the Effective Date shall be

three. Thereafter, 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 Executive Officer Trustees, one Non - Student Trustee and one Student Trustee. Where (after the Effective Date) 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.

- 41.3. 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.

42. Chair

- 42.1. The Chair shall be elected by the Board from amongst the Non-Student Trustees, they shall; in addition to their term as non-student member, serve a term of 2 (two) years and not more than two consecutive terms.
- 42.2. In the absence of the Chair, another Trustee appointed by the Trustees present shall preside as chair of the meeting.

43. Casting vote

Questions arising at a Trustees' meeting shall be decided by a simple majority vote. 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.

44. Decisions without a meeting

- 44.1. 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, such as by email or by telephone) that they share a common view on a matter. The Trustees cannot rely on this Article to make a decision if one or more of the Trustees has a conflict of interest or duty which, under Article 45, results in them not being entitled to vote.
- 44.2. 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.
- 44.3. A decision which is made in accordance with Article 44.1 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:
- 44.3.1. 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;
- 44.3.2. 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;

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

44.3.4. the Recipient must prepare a minute of the decision in accordance with Article 51.

45. Trustee interests and management of conflicts of interest

Declaration of interests

45.1. Unless Article 45.2 applies, a Trustee must declare the nature and extent of:

45.1.1. any direct or indirect interest which they have in a proposed transaction or arrangement with the Union; and

45.1.2. any duty or any direct or indirect interest which they have which conflicts or may conflict with the interests of the Union or their duties to the Union.

45.2. There is no need to declare any interest or duty of which the other Trustees are, or ought reasonably to be, already aware.

45.3. 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.

45.4. 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:

45.4.1. 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 or its capacity as a beneficiary of the Union (as permitted under Article 6.3.1) 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 5.30;

- (c) payment under the indemnity set out at Article 56; and
 - (d) reimbursement of expenses in accordance with Article 6.3.2; or
- 45.4.2. a majority of the other Trustees participating in the decision-making process decide to the contrary; in which case they must comply with Article 45.5.
- 45.5. If a Trustee with a conflict of interest or conflict of duties is required to comply with this Article they must;
- 45.5.1. 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;
 - 45.5.2. not be counted in the quorum for that part of the process; and
 - 45.5.3. withdraw during the vote and have no vote on the matter.

Continuing duties to the Union

- 45.6. Where a Trustee or a person who is Connected with them has a conflict of interest or conflict of duties and the Trustee has complied with their obligations under these Articles in respect of that conflict:
- 45.6.1. the Trustee 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 him or her; and
 - 45.6.2. the Trustee shall not be accountable to the Union for any benefit expressly permitted under these Articles which they or any person who is Connected with them derives from any matter or from any office, employment or position.

46. Register of Trustees' interests

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

PART 4

ELECTED STUDENT BODY COMMITTEE

47. Elected Student Body Committee

- 47.1. The Elected Student Body Committee shall have the authority to:
- 47.1.1. provide a platform for the voices of all Students to be heard;
 - 47.1.2. subject to Article 29.3, set the policy of the Union and refer policy to a Referendum of the Student Members or to the Student Members at a Student Members' meeting in accordance with the Bye-Laws;
- 47.2. The composition and proceedings of the Elected Student Body Committee shall

be set out in the Bye-Laws. No Student Member may hold more than one seat on the Elected Student Body Committee at any one time.

PART 5

ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS PROVISIONS

48. Bye-Laws

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.

49. Communications by and to the Union

Methods of communication

- 49.1. 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:
- 49.1.1. in Hard Copy Form;
 - 49.1.2. in Electronic Form; or
 - 49.1.3. by making it available on a website.
- 49.2. 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.
- 49.3. 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 by making it available on a website, the Union must notify the recipient that the document or information is available on the website in accordance with the Companies Acts.
- 49.4. 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 by which that Trustee has asked to be sent or supplied with such notices or documents for the time being.

Deemed delivery

- 49.5. A Company Law 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.
- 49.6. Where any document or information is sent or supplied by the Union to the Company Law Members:
- 49.6.1. 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;
 - 49.6.2. where it is sent or supplied by Electronic Means, it is deemed to have been received on the same day that it was sent;
 - 49.6.3. 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.
- 49.7. 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

- 49.8. 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:
- 49.8.1. if the document or information has been sent to a Company Law Member or Trustee 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 or Trustee's postal address as shown in the Union's register of Company Law Members, but may in its discretion choose to do so;
 - 49.8.2. in all other cases, the Union shall 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 (if any), or in the case of a recipient who is not a Company Law Member, to the last known postal address for that person (if any); and
 - 49.8.3. 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

- 49.9. 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.
- 49.10. Notices of Company Law Meetings need not be sent to a Company Law 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.

50. Secretary

- 50.1. 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:
 - 50.1.1. 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
 - 50.1.2. 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 on that behalf by the Trustees.

51. Minutes

- 51.1. The Trustees shall cause minutes to be made and kept for the purpose:
 - 51.1.1. of all appointments of officers made by the Trustees;
 - 51.1.2. of all resolutions of the Union and of the Trustees;
 - 51.1.3. 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
 - 51.1.4. 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.
- 51.2. The minutes referred to in Article 51.1 above must be kept for at least ten years from the date of the meeting, resolution or decision.
- 51.3. The minutes of the meetings referred to in Article 51.1 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.

52. Records and accounts

52.1. 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:

52.1.1. annual reports;

52.1.2. annual returns; and

52.1.3. annual statements of account.

52.2. 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 52.1.

53. Irregularities

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.

54. Patrons

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.

55. Exclusion of model articles

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

TRUSTEES' INDEMNITY

56. Indemnity

Without prejudice to any indemnity to which a Trustee may otherwise be entitled, every Trustee of the Union shall be indemnified out of the assets of the Union in relation to any liability incurred by them in that capacity but only to the extent permitted by the Companies Acts; and every other officer of the Union may be indemnified out of the assets of the Union in relation to any liability incurred by them in that capacity, but only to the extent permitted by the Companies Acts.

DEFINITIONS AND INTERPRETATION

57. Defined terms

57.1. In these Articles, unless the context requires otherwise, the following terms shall have the following meanings;

	Term	Meaning
57.1.1.	academic year	an academic year of the University from time to time;
57.1.2.	address	includes a postal or physical address and a number of addresses used for the purpose of sending or receiving documents by Electronic Means;
57.1.3.	Articles	these Articles of Association of the Union;
57.1.4.	Board of Trustees	the Board of Trustees of the Union;
57.1.5.	Bye-Laws	the Bye-Laws setting out the working practice of the Union made from time to time in accordance with Article 48;
57.1.6.	Chair	the Chair of the Board of Trustees, who shall be elected in accordance with Article 42.1;
57.1.7.	chair of the meeting	in the case of Trustees' meetings means the person chairing the meeting in accordance with Article 42;
57.1.8.	Circulation Date	in relation to a written resolution, has the meaning given to it in the Companies Acts;
57.1.9.	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;
57.1.10.	Clerk	providing administrative support to the Trustee Board
57.1.11.	Code of Conduct	the Code of Conduct, established and monitored by the Trustees that all Student Members shall be required to adhere to;
57.1.12.	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;
57.1.13.	Company Law Meeting	a general meeting of the Company Law Members of the Union for the purposes of the Companies Acts;
57.1.14.	Company Law Members	members of the Union for the purposes of the Companies Acts; as defined in Article 13;

57.1.15. 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 his or her 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;
57.1.16. Documents	includes summons, notice, order of other legal process and includes, unless otherwise specified, any document sent or supplied in Electronic Form;
57.1.17. Education Act	the Education Act 1994;
57.1.18. Effective Date	the date on which the undertaking previously carried on by the Unincorporated Charity is transferred to the Union;
57.1.19. Elected Officers	the Executive Officers and Section Chairs as defined in section 22 of the Education Act;
57.1.20. Elected Student Body	the Student Body elected by and from Students constituted in accordance with these Articles and the Bye-Laws;
57.1.21. Electronic Form and Electronic Means	have the meanings respectively given to them in Section 1168 of the Companies Act 2006;
57.1.22. Executive Committee	means the committee comprising of the Executive Officer Trustees as further described in Article 33;
57.1.23. Executive Officer Trustees	the individuals elected in accordance with Article 22 (each of whom is a Major Union office holder for the purposes of section 22 of the Education Act);
57.1.24. Financial Expert	an individual, company or firm who is authorised to give investment advice under the Financial Services and Marketing Act 2000;
57.1.25. Hard Copy and Hard Copy Form	have the meanings respectively given to them in the Companies Act 2006;
57.1.26. Members	the Student Members and the Company Law Members;
57.1.27. Non-Student Trustee	a Trustee appointed in accordance with Article 24.1 who for the avoidance of doubt shall not be deemed an Elected Officer for the purposes of Section 22 of the Education Act;

57.1.28.	non-substantive changes	changes that are defined as administrative corrections that are considered not to impact on the content of these Articles;
57.1.29.	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;
57.1.30.	policy	representative and campaigning policy set by Referenda in accordance with Article 17 or by the Student Members at an annual Student Members' meeting or a Student Members' meeting;
57.1.31.	President	the President of the Union, as elected by the Student members in accordance with the Bye-Laws;
57.1.32.	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;
57.1.33.	Secretary	
57.1.34.	Student	any individual who is formally registered for an approved programme of study provided by the University. For the avoidance of doubt, shall not be a major Union office holder for the purposes of Section 22 of the Education Act;
57.1.35.	Student Members	Student Members of the Union as defined in Article 11 and being at the University as further defined in Article 11.1.1 and the Elected Officers;
57.1.36.	Student Members Meetings	as defined in Article 47.1;
57.1.37.	Student Trustee	a trustee elected in accordance with Article 23.1 who is a Student Member and who, for the avoidance of doubt, the University shall determine whether or not an individual has student status;
57.1.38.	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;
57.1.39.	Trustees	the Directors of the Union as defined in Article 21 and being the Executive Officer Trustees, the Student Trustees and the Non-Student Trustees;
57.1.40.	Union	the Loughborough Students' Union;
57.1.41.	Union Director	the Union Director of the Union who is appointed by the President and Board of Trustees;

- 57.1.42. **University** the Loughborough University
- 57.1.43. **University Nominee** University Vice-Chancellor's nominated Non-Student Trustee;
- 57.1.44. **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.

- 57.2. Words importing the singular shall include the plural and vice versa and words importing any gender shall include any other gender.
- 57.3. Subject to Article 58.4, 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.
- 57.4. 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.