

**The Companies Act 2006**  
**Company Limited by Guarantee and not Having a Share Capital**

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

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## **The Companies Act 2006**

### **Company Limited by Guarantee and not having a Share Capital**

#### **Articles of Association of Warwick Students' Union**

##### **BACKGROUND**

- A. Warwick 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 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 Members.
- D. Under the Education Act 1994, the University of Warwick 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 Warwick 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.

##### **PART 1**

#### **KEY CONSTITUTIONAL PROVISIONS**

##### **1. Definitions and Interpretation**

The meanings of any defined terms used in these Articles are set out in Article 68. If any dispute arises in relation to the interpretation of these Articles or any of the By-Laws, it shall be resolved by the President.

##### **2. Name**

The name of the company is Warwick Students' Union. In these Articles it is called "the 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 of Warwick for the public benefit by:

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

### **5. Powers**

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

- 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 any RAG or similar 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:
  - (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 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 and publish the useful results;
- 5.8 provide or appoint others to provide advice, guidance, representation and advocacy;
- 5.9 co-operate with other charities and bodies and exchange information and advice with them;
- 5.10 become a member, affiliate or associate of other charities and bodies;
- 5.11 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 property held for any of the charitable purposes included in the Union's objects);
- 5.12 purchase or acquire all or any of the property, assets, liabilities and engagements of any charity with objects similar to the Union's objects;
- 5.13 pay out of the funds of the Union the costs of forming and registering the Union;
- 5.14 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;
- 5.15 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 1993);
- 5.16 purchase, lease, hire or receive property of any kind including land, buildings and equipment and maintain and equip it for use;
- 5.17 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 1993);
- 5.18 make grants or loans of money and give guarantees;
- 5.19 set aside funds for special purposes or as reserves against future expenditure;
- 5.20 invest and deal with the Union's money not immediately required for its objects in or upon any investments, securities, or property;
- 5.21 delegate the management of investments to an appropriately experienced and qualified financial expert provided that:
  - (a) the investment policy is set down in writing for the financial expert by the Trustees;
  - (b) every transaction is reported promptly to the Trustees;
  - (c) the performance of the investments is reviewed regularly by the Trustees;

- (d) the Trustees are entitled to cancel the delegation at any time;
  - (e) the investment policy and the delegation arrangements are reviewed at least once a year;
  - (f) all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt; and
  - (g) the financial expert may not do anything outside the powers of the Trustees;
- 5.22 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;
- 5.23 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;
- 5.24 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;
- 5.25 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;
- 5.26 establish or acquire subsidiary companies to carry on any trade;
- 5.27 subject to Article 6 (Limitation on private benefits), employ and pay employees and professionals or other advisors;
- 5.28 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;
- 5.29 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; or
- (d) 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; and

5.30 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.

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 payments made to any Member in their capacity as a beneficiary of the Union;

6.2.2 reasonable and proper remuneration to any Member for any goods or services supplied to the Union provided that if such Member is a Trustee Article 6.3 shall apply;

6.2.3 interest on money lent by any Member to the Union at a reasonable and proper rate; and

6.2.4 any reasonable and proper rent for premises let by any Member to the Union.

6.3 Except as provided below no Trustee may sell goods, services or any interest in land to the Union; be employed by, or receive any remuneration from, the Union; or receive any other financial benefit from the Union. This shall not prevent any payment in good faith by the Union of:

6.3.1 any payments made to any Trustee or Connected Person in their capacity as a beneficiary of the Union;

6.3.2 reasonable and proper out of pocket expenses of the Trustees;

- 6.3.3 reasonable and proper remuneration to any Sabbatical Trustee or Connected Person for any goods or services supplied to the Union on the instructions of the Trustees provided that:
- (a) for the avoidance of doubt, the authorisation under this provision shall extend to the remuneration of Sabbatical Trustees and Connected Persons under contracts of employment with the Union;
  - (b) subject to Article 6.3.3(a), the authorisation under this provision shall not extend to the service of acting as Trustee;
  - (c) if the person being remunerated is a Trustee the procedure described in Article 55 (Conflicts of Interest) must be followed in considering the appointment of the Trustee and in relation to any other decisions regarding the remuneration authorised by this provision;
  - (d) if the person being remunerated is a Connected Person the procedure described in Article 55 (Conflicts of Interest) must be followed by the relevant Trustee in relation to any decisions regarding such Connected Person;
  - (e) subject to Article 6.6, this provision may not apply to more than half of the Trustees in any financial year (and for these purposes such provision shall be treated as applying to a Trustee if it applies to a person who is a Connected Person in relation to that Trustee); and
  - (f) at all times the provisions of the Education Act are complied with;
- 6.3.4 interest on money lent by any Trustee or Connected Person to the Union at a reasonable and proper rate;
- 6.3.5 any reasonable and proper rent for premises let by any Trustee or Connected Person to the Union;
- 6.3.6 reasonable and proper premiums in respect of indemnity insurance effected in accordance with Article 5.29;
- 6.3.7 any payments made to any Trustee or officer under the indemnity provisions set out at Article 67; and
- 6.3.8 any payments authorised in writing by the Charity Commission.
- 6.4 In Articles 6.2 and 6.3, references to the Union shall be read as references to the Union and/or any Subsidiary Company.
- 6.5 For any transaction authorised by Article 6.3 or Article 6.4, the Trustee's duty (arising under the Companies Act 2006) to avoid a conflict of interest with the Union shall be disapplied provided the relevant provisions of Article 6.3 or Article 6.4 have been complied with.

- 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 Sabbatical 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 Members**

The liability of each Member is limited to £1, 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 payment of the Union's debts and liabilities contracted before he or she ceases to be a 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**

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 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. Reviewing and Amending the Articles**

- 9.1 The University of Warwick shall be required to review the provisions of the Union's Articles of Association at intervals of not more than five years.
- 9.2 The approval of the University of Warwick shall be required for any amendments to the Union's Articles of Association.

# **PART 2**

## **MEMBERSHIP**

### ***BECOMING AND CEASING TO BE A MEMBER***

## **10. Becoming a Member**

- 10.1 Until and including the Effective Date, the subscribers to the Memorandum shall be the Members of the Union. Thereafter, 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 Warwick or the Union of his or her wish not to be a Member of the Union; and

10.1.2 the Sabbatical Officers of the Union.

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

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

## **11. Termination of Membership**

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

11.1 he or she ceases to be a Student. For the avoidance of doubt, this will include the situation where a Member's Student status with the University of Warwick is revoked by the University of Warwick;

11.2 he or she ceases to be a Sabbatical Officer;

11.3 he or she opts out of membership by giving written notice to the Union in accordance with the By-Laws;

11.4 a decision is made to remove him or her from membership of the Union in accordance with the Union's code of conduct. or

11.5 in the case of Members other than the Sabbatical Trustees, 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 is 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.

## **12. Associate members**

The Student Council 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 By-Laws provided that no such associate members shall be Members of the Union for the purposes of the Articles or the Companies Acts.

## **13. Code of Conduct**

13.1 The Board of Trustees will establish and monitor a "code of conduct" that all Members shall be required to adhere to, including when Members are involved in activities or at events that are administered or organised by the Union.

- 13.2 The code of conduct may include a range of sanctions for breach of the code of conduct by a Member, including the suspension or removal of any or all of the rights and privileges of membership, including the holding of office.

#### **14. Referenda**

A referendum may be called in the circumstances set out in the By-Laws. Referenda shall be conducted in accordance with the requirements of the By-Laws.

### **ALL STUDENT MEETINGS**

#### **15. All Student Meetings**

- 15.1 The Union shall hold an All Student meeting at least once in each Academic Year, which shall be called and held in accordance with the By-Laws. All Student meetings shall be held at such time and place as the Trustees shall think suitable.
- 15.2 All Student meetings shall be used to allow Students to:
- 15.2.1 subject to Article 40.3 and 55.2, set the Policy, Regulations and Principles of the Union as further described in the By-Laws;
- 15.3 The composition and proceedings of All Student meetings shall be set out in the By-Laws.
- 15.4 Any All Student meeting held under this Article shall not be a meeting of the Union for the purposes of the Companies Acts.

### **COMPANY LAW MEETINGS**

#### **16. Company Law meetings**

- 16.1 The Trustees may call a Company Law meeting at any time.
- 16.2 The Trustees must call a Company Law meeting if required to do so by the Members under the Companies Acts.

#### **17. Notice of Company Law meetings**

Company Law meetings shall be called by either:

- 17.1 at least 14 clear days' notice; or
- 17.2 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 90% of the total voting rights at that meeting of all the Members.
- 17.3 Every notice calling a Company Law meeting shall specify the place, day and time of the 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 Company Law meeting.

## **18. Service of notice**

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

## **19. Quorum**

19.1 No business shall be transacted at any Company Law meeting unless a quorum is present.

19.2 1% of the total membership (represented in person or by proxy) shall be a quorum.

19.3 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.

## **20. Chairing Company Law meetings**

The Chair of Student Council or in his or her absence the Deputy Chair shall preside as chair of the meeting. In the absence of the chair of Student Council and the Deputy Chair, the Members present and entitled to vote shall choose one of their number to be chair of the meeting save that a proxy holder who is not a Member entitled to vote shall not be entitled to be appointed chair of the meeting.

## **21. Attendance and speaking by Trustees and non-Members**

21.1 A Trustee may, even if not a Member, attend and speak at any Company Law meeting.

21.2 A patron may, even if not a Member, attend and speak at any Company Law meeting.

21.3 The chair of the meeting may permit other persons who are not Members of the Union to attend and speak at any Company Law meeting.

## **22. Adjournment**

22.1 The chair of the meeting may adjourn a Company Law meeting at which a quorum is present if:

22.1.1 the meeting consents to an adjournment; or

- 22.1.2 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.
- 22.2 The chair of the meeting must adjourn a Company Law meeting if directed to do so by the meeting.
- 22.3 When adjourning a Company Law meeting, the chair of the meeting must:
- 22.3.1 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
- 22.3.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 22.4 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:
- 22.4.1 to the same persons to whom notice of the Union's Company Law meetings is required to be given; and
- 22.4.2 containing the same information which such notice is required to contain.
- 22.5 No business may be transacted at an adjourned Company Law meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

### **VOTING AT COMPANY LAW MEETINGS**

#### **23. Voting: general**

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

#### **24. Poll**

24.1 A poll on a resolution may be demanded:

24.1.1 in advance of the Company Law meeting where it is to be put to the vote;  
or

24.1.2 at a Company Law 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.

24.2 A poll may be demanded by:

24.2.1 the chair of the meeting;

24.2.2 the Trustees;

24.2.3 two or more persons having the right to vote on the resolution;

24.2.4 any person who, by virtue of being appointed proxy for one or more Members having the right to vote at the meeting, holds two or more votes; or

24.2.5 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.

24.3 A demand for a poll may be withdrawn if:

24.3.1 the poll has not yet been taken; and

24.3.2 the chair of the meeting consents to the withdrawal.

24.4 Polls must be taken immediately and in such manner as the chair of the meeting directs.

## **25. Voting**

25.1 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.

25.2 In the case of an equality of votes, whether on a show of hands or on a poll, the chair of the meeting shall not be entitled to a casting vote.

## **26. Errors and disputes**

26.1 No objection may be raised to the qualification of any person voting at a Company Law 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.

26.2 Any such objection must be referred to the chair of the meeting whose decision is final.

## **27. Content of proxy notices**

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

27.1.1 states the name and address of the Member appointing the proxy;

27.1.2 identifies the person appointed to be that Member's proxy and the Company Law meeting in relation to which that person is appointed;

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

27.1.4 is delivered to the Union in accordance with the Articles and any instructions contained in the notice of the Company Law meeting to which they relate.

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

- 27.3 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.
- 27.4 Unless a proxy notice indicates otherwise, it must be treated as:
- 27.4.1 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
  - 27.4.2 appointing that person as a proxy in relation to any adjournment of the Company Law meeting to which it relates as well as the meeting itself.

## **28. Amendments to resolutions**

- 28.1 An ordinary resolution to be proposed at a Company Law meeting may be amended by ordinary resolution if:
- 28.1.1 notice of the proposed amendment is given to the Union in writing by a person entitled to vote at the Company Law 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
  - 28.1.2 the proposed amendment does not, in the reasonable opinion of the chair of the meeting, materially alter the scope of the resolution.
- 28.2 A special resolution to be proposed at a Company Law meeting may be amended by ordinary resolution, if:
- 28.2.1 the chair of the meeting proposes the amendment at the Company Law meeting at which the resolution is to be proposed; and
  - 28.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 28.3 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**

### **29. Written Resolutions**

- 29.1 Subject to Article 29.5, a written resolution of the Union passed in accordance with this Article 29 shall have effect as if passed by the Union in Company Law meeting.
- 29.2 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.
- 29.3 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.

- 29.4 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.
- 29.5 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.
- 29.6 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.
- 29.7 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:
- 29.7.1 if the document is sent to the Union in hard copy form, it is authenticated if it bears the Member's signature; and
- 29.7.2 if the document is sent to the Union by electronic means, it is authenticated 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.
- 29.8 A written resolution is passed when the required majority of eligible Members have signified their agreement to it.
- 29.9 A proposed written resolution lapses if it is not passed within 28 days beginning with the circulation date.

### **PART 3**

#### **TRUSTEES**

##### ***APPOINTMENT AND RETIREMENT OF TRUSTEES***

#### **30. Appointment of Trustees**

Those persons notified to the Registrar of Companies as the first directors of the Union shall be the first Trustees until and including the Effective Date. Thereafter, the Trustees shall be made up of the following persons:

- 30.1 not more than seven Sabbatical Trustees, elected in accordance with Article 31;
- 30.2 not more than six Student Trustees, elected in accordance with Article 32; and
- 30.3 not more than five External Trustees, appointed in accordance with Article 33.

### **31. Sabbatical Trustees and Officers**

- 31.1 The Sabbatical Officers shall be elected by secret ballot by the Members of the Union at an election to be held in accordance with the By-Laws.
- 31.2 Up to seven Sabbatical Officers shall be elected in accordance with Article 31.1 to posts specified in the By-Laws and each of these Sabbatical Officers shall also hold office as a Sabbatical Trustee until he or she ceases to be a Sabbatical Trustee in accordance with Articles 34, 35 or 38. Except where otherwise indicated, references in this Constitution to “Sabbatical Trustees” are to individuals acting solely in their capacity as Sabbatical Trustees. Other Sabbatical Officers may be elected in accordance with Article 31 to such other posts as may be specified in the By-Laws from time to time but such Sabbatical Officers will not also hold office as Sabbatical Trustees.
- 31.3 The Sabbatical Officers shall remain in office for a term of one year commencing in accordance with the By-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, a Sabbatical Officer may be re-elected for a maximum further term of one year by the Members of the Union at an election to be held in accordance with the By-Laws. For the avoidance of doubt, a Sabbatical Officer’s terms of office may be either consecutive or non-consecutive.
- 31.4 Each Sabbatical Officer must be a Student or a Sabbatical Officer at the time of his or her election. In accordance with Article 10.1 each Sabbatical Officer shall become a Member of the Union on commencement of his or her appointment or re-appointment as a Sabbatical Officer. Such membership shall cease when the Sabbatical Officer ceases to be a Sabbatical Officer.
- 31.5 The Sabbatical Officers shall be deemed to be “major union office holders” for the purposes of Section 22 of the Education Act.
- 31.6 At the same time as commencing the term of office as a Sabbatical Officer, the Sabbatical Officer will enter into a contract of employment with the Union for a term to be determined by the By-Laws. The duties and method of remuneration of each Sabbatical Officer shall be as set out in the By-Laws.

### **32. Student Trustees**

- 32.1 Subject to Article 32.2 below, up to six Student Trustees shall be elected by a majority vote of the Student Council from such persons as have been nominated by the Search and Nominations Committee.
- 32.2 Each Student Trustee must be a Student at the time of his or her election.
- 32.3 Student Trustees shall remain in office for a term of two years commencing in accordance with the By-Laws. The term of office may be shorter or longer on a transitional basis to coincide with the alteration of the year start or end.
- 32.4 A Student Trustee may serve a maximum of two consecutive terms.

### **33. External Trustees**

- 33.1 Up to five External Trustees shall be appointed by a simple majority vote of the Search and Nominations Committee provided that the appointment of each External Trustee is ratified by a majority vote of the Student Council. For the avoidance of doubt, such appointment shall not take effect until it has been ratified by the Student Council.
- 33.2 Unless their appointment is terminated in accordance with Articles 34 to 37, External Trustees shall remain in office for a term of up to three years commencing in accordance with the By-Laws.
- 33.3 External Trustees may serve for a maximum of two terms which may either be consecutive or non-consecutive.

#### **34. Disqualification, Resignation and Removal of Trustees**

The office of a Trustee shall be vacated if:

- 34.1 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;
- 34.2 he or she becomes prohibited by law from being a charity trustee;
- 34.3 in the case of a Sabbatical Trustee, he or she ceases to be a Sabbatical Officer or resigns as an employee of the Union;
- 34.4 in the case of a Student Trustee, he or she ceases to be a Student;
- 34.5 in the case of a Sabbatical Trustee or a Student Trustee, he or she is removed from membership of the Union in accordance with the Union's code of conduct;
- 34.6 he or she resigns by notice to the Union (but only if at least four Trustees will remain in office when the notice of resignation is to take effect);
- 34.7 the Trustees reasonably believe he or she is suffering from mental or physical disorder and is incapable of acting as a trustee and they resolve that he or she be removed from office;
- 34.8 he or she fails to attend three consecutive 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
- 34.9 he or she is removed from office under Article 35, 36 or 38.

#### **35. Removal of Trustees by the Student Council**

The office of a Trustee shall be vacated if:

- 35.1 a motion of no confidence in the Trustee is passed by a two thirds majority in a vote of the Student Council. Such a motion shall only be triggered by a Secure Petition of no confidence signed by at least 0.5% of Members.

#### **36. Removal of Trustees by the Board**

The office of External Trustee shall be vacated if a 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 51.

### **37. Rights of Removed Trustee**

37.1 A resolution to remove a Trustee in accordance with Article 36 shall not be passed unless the Trustee concerned has been given at least 14 clear days' notice in writing that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office, and has been afforded a reasonable opportunity of being heard by or, at the option of the Trustee being removed, of making written representations to the Trustees.

37.2 A Trustee removed from office in accordance with Article 36 shall be entitled to appeal the decision to remove him or her to an Appeals Panel within 14 days of the resolution. The Appeals Panel shall be made up of a nominee of the University of Warwick, one independent person and a chief executive/general manager and officer of another students' union. The independent person shall be a Member who is not a Trustee or a member of the Student Council. The selection of the members of the Appeals Panel and its procedures shall be set out in the By-Laws. The Union may consult with NUS in relation to the appeals process and in particular the appointment of independent persons to the Appeals Panel.

### **38. Removal of Elected Officers**

An Elected Officer shall be removed from office if he or she:

38.1 resigns or dies;

38.2 is removed from office as an Elected Officer by:

38.2.1 a motion of no confidence in the Elected Officer passed by a two thirds majority vote at a quorate All Students meeting. Such a motion shall only be triggered by a Secure Petition of no confidence signed by at least 1% of members;

38.2.2 a motion of no confidence in the Elected Officer is passed by a two thirds majority in a vote of the Student Council. Such a motion shall only be triggered by a Secure Petition of no confidence signed by at least 0.5% of Members;

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

### **39. Replacement of Trustees**

- 39.1 If a Sabbatical Trustee resigns, is disqualified or is removed from office at any time prior to the commencement of the Academic Year, the vacancy that results on the board of Trustees shall be filled in accordance with the By-Laws.
- 39.2 If a Sabbatical Trustee resigns, is disqualified or is removed from office after the commencement of the Academic Year the vacancy shall be filled in accordance with the By-Laws. Any person elected under this Article may be required to assume the responsibilities of the Sabbatical Trustee.
- 39.3 If a Student Trustee resigns, is disqualified or is removed from office, a Student Trustee may be elected to the vacancy in accordance with Article 32.1.
- 39.4 If an External Trustee resigns, is disqualified or is removed from office, an External Trustee shall be appointed to the vacancy in accordance with Article 33.1.

### ***TRUSTEES' POWERS AND RESPONSIBILITIES***

#### **40. Trustees' general authority**

- 40.1 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 By-Laws) may exercise all the powers of the Union.
- 40.2 The Board's powers under Article 40.1 shall include but not be limited to responsibility for:
- 40.2.1 the governance of the Union;
  - 40.2.2 the budget of the Union; and
  - 40.2.3 the strategy of the Union.
- 40.3 The Board of Trustees may override any decision or Policy made by the Members at an All Student Meeting or by ordinary resolution in Company Law meeting or otherwise or by the Student Council which the Trustees consider (in their absolute discretion):
- 40.3.1 has or may have any financial implications for the Union;
  - 40.3.2 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);
  - 40.3.3 is not or may not be in the best interests of the Union or all or any of its charitable objects; or
  - 40.3.4 will or may otherwise affect the discharge of any or all of the responsibilities referred to in Article 40.2.
- 40.4 No alteration of these Articles or the By-Laws shall invalidate any prior act of the Trustees which would have been valid if that alteration had not been made.

- 40.5 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:
- 40.5.1 was not properly appointed;
  - 40.5.2 was disqualified from holding office;
  - 40.5.3 had vacated office; or
  - 40.5.4 was not entitled to vote.

#### **41. Trustees may delegate**

- 41.1 Subject to the Articles, the Trustees may delegate any of the powers which are conferred on them under the Articles:
- 41.1.1 to such person or committee;
  - 41.1.2 by such means (including by power of attorney);
  - 41.1.3 to such an extent;
  - 41.1.4 in relation to such matters or territories; and
  - 41.1.5 on such terms and conditions
- as they think fit.
- 41.2 If the Trustees so specify, any such delegation may authorise further delegation of the Trustees' powers by any person to whom they are delegated.
- 41.3 The Trustees may revoke any delegation in whole or part, or alter its terms and conditions.

#### **42. Committees**

- 42.1 In the case of delegation to committees:
- 42.1.1 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);
  - 42.1.2 subject to Article 42.3, 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;
  - 42.1.3 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 secretary;

42.1.4 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.

42.2 The Trustees shall establish the following committees (which is a non-exhaustive list) in accordance with their powers under Articles 41 and 42.1:

42.2.1 Search and Nominations Committee;

42.2.2 Audit and Risk Committee; and

42.2.3 Finance and HR Committee.

42.3 For the avoidance of doubt, the Trustees may (in accordance with Articles 41 and 42.1) 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 cheques above a certain amount as set out in the By-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.

42.4 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 By-Laws.

### **43. Delegation of day-to-day management powers to the Chief Executive**

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

43.1 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;

43.2 the Trustees shall provide the Chief Executive with a description of his or her role and the extent of his or her authority;

43.3 the Chief Executive shall report regularly to the Trustees on the activities undertaken in managing the Union and provide them regularly with management accounts sufficient to explain the financial position of the Union; and

43.4 the Trustees shall provide the Chief Executive with a performance management structure to aid his or her work plan and development.

## **DECISION MAKING BY TRUSTEES**

### **44. Directors to take decisions collectively**

Any decision of the Trustees must be either a majority decision at a meeting or a decision taken in accordance with Article 54.

#### **45. Trustees' meetings**

- 45.1 The Trustees shall hold a minimum of four meetings in any Academic Year.
- 45.2 Guests or observers can attend meetings of the Trustees at the discretion of the chair of the meeting.

#### **46. Calling a Trustees' meeting**

Four Trustees may, and the Chief Executive at the request of four Trustees shall, call a Trustees' meeting.

#### **47. Length of Notice**

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

- 47.1 all the Trustees agree; or
- 47.2 urgent circumstances require shorter notice.

#### **48. Contents of Notice**

Every notice calling a Trustees' meeting shall specify:

- 48.1 the place, day and time of the meeting;
- 48.2 the general particulars of all business to be considered at such meeting; and
- 48.3 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.

#### **49. 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.

#### **50. Participation in Trustees' meetings**

- 50.1 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.
- 50.2 In determining whether Trustees are participating in a Trustees' meeting, it is irrelevant where any Trustee is or how they communicate with each other.

50.3 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.

## **51. Quorum for Trustees' meetings**

51.1 At a Trustees' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

51.2 The quorum for Trustees' meetings until and including the Effective Date shall be two. 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 six. Unless otherwise fixed, the quorum shall be six and such quorum must include at least three Sabbatical Trustees and one External Trustee. Where the resolution or issue under discussion concerns a matter in respect of which some or all of the Trustees have a Conflict of Interest, the quorum shall be six.

51.3 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 a Company Law meeting or election so as to enable the Members to elect further Trustees.

## **52. Chair and Deputy Chair**

52.1 The President shall be the Chair of the Trustees.

52.2 The Trustees shall appoint a Trustee to be Deputy Chair of the Trustees and may at any time remove him or her from office. The role of the Deputy Chair will be to support the Chair.

52.3 In the absence of the Chair and the Deputy Chair, another Trustee appointed by the Trustees present shall preside as chair of the meeting.

## **53. Casting vote**

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

## **54. Majority decisions without Trustees' meeting**

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

54.2 If:

54.2.1 a Trustee has become aware of a matter on which the Trustees need to take a decision;

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

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

54.2.4 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.

54.3 Trustees participating in the taking of a majority decision otherwise than at a Trustees' meeting in accordance with this Article:

54.3.1 may be in different places, and may participate at different times; and

54.3.2 may communicate with each other by any means.

54.4 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 51.

54.5 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:

54.5.1 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;

54.5.2 the nomination of a person to whom all Trustees' votes must be communicated;

54.5.3 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

54.5.4 the nominated person must prepare a minute of the decision in accordance with Article 62.

54.6 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.

## **55. Conflicts of interest**

55.1 Whenever a Trustee finds himself or herself in a situation that is reasonably likely to give rise to a Conflict of Interest, he or she must declare his or her interest to the Trustees unless, or except to the extent that, the other Trustees are or ought reasonably to be aware of it already.

55.2 Whenever a matter is to be discussed at a meeting or decided in accordance with Article 54 and a Trustee has a Conflict of Interest in respect of that matter then, subject to Article 56, he or she must:

55.2.1 remain only for such part of the meeting as in the view of the other Trustees is necessary to inform the debate;

55.2.2 not be counted in the quorum for that part of the meeting or decision-making process; and

55.2.3 withdraw during the vote and have no vote on the matter.

55.3 If any question arises as to whether a Trustee has a Conflict of Interest, the question shall be decided by a majority decision of the other Trustees.

55.4 When a Trustee has a Conflict of Interest which he or she has declared to the Trustees, he or she shall not be in breach of his or her 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.

## **56. Trustees' power to authorise a conflict of interest**

56.1 The Trustees may (subject to such terms as they may impose from time to time, and subject always to their right to vary or terminate such authorisation) authorise, to the fullest extent permitted by law:

56.1.1 any matter which would otherwise result in a Trustee infringing his or her duty to avoid a situation in which he or she has a Conflict of Interest; and

56.1.2 the manner in which a Conflict of Interest arising out of any Trustee's office, employment or position may be dealt with and, for the avoidance of doubt, they can decide that the Trustee with a Conflict of Interest can participate in a vote on the matter and can be counted in the quorum

provided that when deciding to give such authorisation the provisions of Article 55 shall be complied with and provided that nothing in this Article shall have the effect of allowing the Trustees to authorise a benefit that is not permitted in accordance with the Articles.

56.2 If a matter, or office, employment or position, has been authorised by the Trustees in accordance with this Article then, even if he or she has been authorised to remain at the meeting by the other Trustees, the Trustee may absent himself or herself from meetings of the Trustees at which anything relating to that matter, or that office, employment or position, will or may be discussed.

56.3 A Trustee shall not be accountable to the Union for any benefit which he or she derives from any matter, or from any office, employment or position, which has been authorised by the Trustees in accordance with this Article (subject to any limits or conditions to which such approval was subject).

## **57. Register of Trustees' interests**

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

#### **PART 4**

##### **58. Student Council**

58.1 Student Council shall have primary responsibility for the implementation and oversight of Union Policy, Regulations and Principles. It shall be the interim policy body and its function shall be as described in the By-Laws.

58.2 Student Council shall have the authority to:

58.2.1 decide emergency policy in between All Student Meetings (subject to ratification at All Student Meetings)

58.2.2 make, repeal and amend the By-Laws subject to the ratification of the Trustees in accordance with Article 59;

58.2.3 receive a quarterly report from the Trustees;

58.2.4 appoint associate members in accordance with Article 12 and the By-Laws.

58.2.5 hold Student Officers to account in accordance with the By-Laws and the Union's code of conduct.

58.3 The composition and proceedings of Student Council shall be set out in the By-Laws.

#### **PART 5**

##### **ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS PROVISIONS**

##### **59. By-Laws**

The Student Council shall have the power from time to time to make, repeal or amend By-Laws as to the management of the Union and its working practices provided that such By-Laws shall not be inconsistent with these Articles and shall be ratified by the Trustees before taking effect.

##### **60. Communications by and to the Union**

60.1 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:

- 60.1.1 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
- 60.1.2 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.
- 60.2 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:
- 60.2.1 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
- 60.2.2 the Union is not required to send notice of a Company Law meeting or a copy of its annual report and accounts to a Member for whom it no longer has a valid address.
- 60.3 Any document to be served on the Union by a Member under the Articles may be served:
- 60.3.1 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
- 60.3.2 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).
- 60.4 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.
- 60.5 Where any document or information is sent or supplied:
- 60.5.1 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;

60.5.2 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

60.5.3 by means of a website, service or delivery shall be deemed to be effected when:

- (a) the material is first made available on the website; or
- (b) (if later) when the recipient received or is deemed to have received notification of the fact that the material was available on the website.

60.6 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:

60.6.1 if the document or information has been sent to a Member and is notice of a Company Law 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

60.6.2 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.

60.6.3 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.

## **61. Secretary**

61.1 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:

61.1.1 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

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

## **62. Minutes**

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

62.1.1 of all appointments of officers made by the Trustees;

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

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

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

62.2 The minutes referred to in Article 62.1 above must be kept for at least ten years from the date of the meeting, resolution or decision.

62.3 The minutes of the meetings referred to in Article 62.1 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.

## **63. Records and accounts**

63.1 The Trustees shall comply with the requirements of the Companies Acts and of the Charities Act 1993 as to maintaining a 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:

63.1.1 annual reports;

63.1.2 annual returns; and

63.1.3 annual statements of account.

63.2 The Members of the Union have the right to ask the Trustees questions in writing about the content of any documents referred to in Article 63.1.

## **64. 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.

#### **65. 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 Company Law meeting of the Union as if a Member and shall also have the right to receive accounts of the Union when available to Members.

#### **66. Exclusion of model articles**

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

### ***TRUSTEES' INDEMNITY***

#### **67. Indemnity**

Without prejudice to any indemnity to which a Trustee may otherwise be entitled, every Trustee shall and every other officer or auditor of the Union may be indemnified out of the assets of the Union against any liability incurred by him or her in defending any proceedings, whether civil or criminal, in which judgement 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.

### ***DEFINITIONS AND INTERPRETATION***

#### **68. Defined terms**

68.1 In these Articles, unless the context requires otherwise, the following terms shall have the following meanings:

<b>Term</b>	<b>Meaning</b>
68.1.1 "Academic Year"	the period between August 1st in one year to July 31st in the next year determined by the Union as the period during which Students are required to be registered with the University of Warwick. Each Academic Year is for the time being divided into three terms;
68.1.2 "address"	includes a number or address used for the purpose of sending or receiving documents by electronic means;

68.1.3 “Articles”	these articles of association of the Union;
68.1.4 “Board of Trustees” or “Board”	the board of Trustees of the Union;
68.1.5 “By-Laws”	the by-laws setting out the working practices of the Union made from time to time in accordance with Article 59;
68.1.6 “Chair”	the chair of the Board of Trustees, who shall be the President of the Union in accordance with Article 52.1;
68.1.7 “chair of the meeting”	in the case of Company Law meetings means the person chairing the meeting in accordance with Article 20 and in the case of Trustees’ meetings means the person chairing the meeting in accordance with Article 52;
68.1.8 “Chief Executive”	the chief executive of the Union who is appointed by the Board of Trustees;
68.1.9 “circulation date”	in relation to a written resolution, has the meaning given to it in the Companies Acts;
68.1.10 “clear days”	in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
68.1.11 “Code of Practice”	the code of practice relating to the University of Warwick’s obligations under Section 22 of the Education Act;
68.1.12 “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;
68.1.13 “Company Law meetings”	means general meetings held in accordance with the Companies Acts;
68.1.14 “Conflict of Interest”	any direct or indirect interest of a Trustee (whether personal, by virtue of a duty of loyalty to another organisation or otherwise) that conflicts, or might conflict with the interests of the Union;
68.1.15 “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;
68.1.16 “Deputy Chair”	the deputy chair of the Board of Trustees, who shall be appointed in accordance with Article 52.2;
68.1.17 “document”	includes, unless otherwise specified, any document sent or supplied in electronic form;
68.1.18 “Education Act”	the Education Act 1994;
68.1.19 “Effective Date”	the date on which the undertaking previously carried on by the unincorporated charity known as the University of Warwick Students’ Union is transferred to the Union;
68.1.20 “Elected Officers”	the Sabbatical Officers and the Part-Time Officers;
68.1.21 “electronic form”	has the meaning given in Section 1168 of the Companies Act 2006;
68.1.22 “External Trustee”	a Trustee appointed in accordance with Article 33.1 who for the avoidance of doubt shall not be deemed to be either a major union office holder or a sabbatical union office holder for the purposes of Section 22 of the Education Act;
68.1.23 “financial expert”	an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;
68.1.24 “hard copy” and “hard copy form”	have the meanings respectively given to them in the Companies Act 2006;
68.1.25 “Hour”	any full period of an hour but not including any part of a day that is a Saturday Sunday or Bank Holiday in England;
68.1.26 “Members”	members of the Union being Students at the University of Warwick as further defined in Article 10.1.1 and the Sabbatical Officers;
68.1.27 “NUS”	National Union of Students;
68.1.28 “Policy”	representative and campaigning policy set by Members at All Student Meetings or by the Student Council in accordance with Articles 15, 16 and 58;

68.1.29 <b>“President”</b>	the president of the Union, as elected by the Members in accordance with the By-Laws;
68.1.30 <b>“RAG”</b>	the raising and giving society which develops students by providing them with an opportunity to raise funds for charitable causes;
68.1.31 <b>“Sabbatical Officers”</b>	the individuals elected in accordance with Article 31.1 (each of whom is a “major union office holder” for the purposes of section 22 of the Education Act);
68.1.32 <b>“Sabbatical Trustee”</b>	a Trustee elected in accordance with Article 31.2;
68.1.33 <b>“Search and Nominations Committee”</b>	the committee set up in accordance with the By-Laws that will include the President, the Chief Executive, two Sabbatical Trustees, two Student Trustees, one External Trustee and a person nominated by the University of Warwick;
68.1.34 <b>“Secure Petition”</b>	a written request to the Union which shall be fixed in a pre-arranged place or places or held securely on-line;
68.1.35 <b>“Student”</b>	any individual who is formally registered for an approved programme of study provided by the University of Warwick. For the avoidance of doubt, the University of Warwick shall determine whether or not an individual has student status;
68.1.36 <b>“Student Council”</b>	the Student body elected by and from Students constituted in accordance with these Articles and the By-Laws of the Union;
68.1.37 <b>“Student Officers”</b>	shall have the meaning set out in the By-Laws;
68.1.38 <b>“Student Trustee”</b>	a Trustee elected in accordance with Article 321 who is a Student and who, for the avoidance of doubt, shall not be a major union office holder for the purposes of Section 22 of the Education Act;
68.1.39 <b>“Subsidiary Company”</b>	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;
68.1.40 <b>“Trustee” and “Trustees”</b>	the Sabbatical Trustees, the Student Trustees and the External Trustees;
68.1.41 <b>“Union”</b>	Warwick Students’ Union;

68.1.42 “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; and

68.1.43 “The University of Warwick”

The University of Warwick, incorporated by Royal Charter on March 8<sup>th</sup> 1965.

- 68.2 Words importing the singular shall include the plural and vice versa and words importing the masculine shall include the feminine and vice versa.
- 68.3 Subject to Article 68.4, 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.
- 68.4 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.