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**Articles of Association**

of

**De Montfort University Students' Union**

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## Articles of Association of De Montfort University Students' Union

### BACKGROUND

- A. De Montfort University 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 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 authority to manage the affairs of the Union in a professional manner. The Student Members enjoy the right, which must be exercised in accordance with charity law, to elect a proportion of the Trustees. The Board of Trustees will give the utmost consideration to the views of Student Members.
- D. Under the Education Act 1994, De Montfort 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 De Montfort University in ensuring that the affairs of the Union are properly conducted and that the educational and welfare needs of the 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 67. 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 De Montfort University Students' Union. In these Articles it is called "the Union".

#### 3. REGISTERED OFFICE

The registered office of the Union is situated in England.

#### 4. OBJECTS

The Union's objects ("**the Objects**") are:

- 4.1 to advance the education of the students of De Montfort University for the public benefit by:
  - 4.1.1 providing representation, advice and assistance to students on matters affecting their welfare and interests as students;
  - 4.1.2 being the recognised representative channel between Students and De Montfort University and any other external body;
  - 4.1.3 providing sporting, social, cultural and recreational opportunities and facilities for students so as to further the educational purposes of De Montfort University;
  - 4.1.4 promoting and encouraging contact and co-operation between students; and
  - 4.1.5 advancing the welfare and physical and mental well being of students;
- 4.2 all such objects as are charitable in law which are incidental or conducive to the foregoing objects.

## **5. POWERS**

To further the 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:
  - 5.4.1 carry out campaigning activities;
  - 5.4.2 seek to influence public opinion; and
  - 5.4.3 make representations to and seek to influence governmental and other bodies and institutions 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 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 Objects);
- 5.12 purchase or acquire all or any of the property, assets, liabilities and engagements of any charity with objects similar to the Objects;
- 5.13 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;
- 5.14 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 2011);
- 5.15 purchase, lease, hire or receive property of any kind including land, buildings and equipment and maintain and equip it for use;
- 5.16 sell, manage, lease, mortgage, exchange, dispose of or deal with all or any of its property (but only in accordance with the restrictions imposed by the Charities Act 2011);
- 5.17 make grants or loans of money and give guarantees;
- 5.18 set aside funds for special purposes or as reserves against future expenditure;
- 5.19 invest and deal with the Union's money not immediately required for its objects in or upon any investments, securities, or property;
- 5.20 delegate the management of investments to an appropriately experienced and qualified financial expert provided that:
  - 5.20.1 the investment policy is set down in writing for the financial expert by the Trustees;
  - 5.20.2 every transaction is reported promptly to the Trustees;
  - 5.20.3 the performance of the investments is reviewed regularly by the Trustees;

- 5.20.4 the Trustees are entitled to cancel the delegation at any time;
  - 5.20.5 the investment policy and the delegation arrangements are reviewed at least once a year;
  - 5.20.6 all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt; and
  - 5.20.7 the financial expert may not do anything outside the powers of the Trustees;
- 5.21 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;
- 5.22 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;
- 5.23 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;
- 5.24 trade in the course of carrying out the Objects and carry on any other trade which is not expected to give rise to taxable profits;
- 5.25 establish or acquire subsidiary companies to carry on any trade;
- 5.26 subject to Article 6, employ and pay employees and professionals or other advisors;
- 5.27 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;
- 5.28 pay out of the funds of the Union the cost of any premium in respect of any indemnity insurance to cover the liability of the Trustees (or any of them) which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Union, including without limitation any liability to make a contribution to the Union's assets as specified

in section 214 of the Insolvency Act 1986 (wrongful trading), provided that no such insurance shall extend to:

- 5.28.1 any claim arising from any liability incurred by the Trustees to pay a fine imposed in criminal proceedings or a sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature (however arising);
- 5.28.2 any liability incurred by the Trustees in defending any criminal proceedings in which the Trustees are convicted of an offence arising out of any fraud or dishonesty, or wilful or reckless misconduct;
- 5.28.3 any liability incurred by the Trustees to the Union that arises out of any conduct which the Trustees knew (or must reasonably be assumed to have known) was not in the interests of the Union or in the case of which they did not care whether it was in the best interests of the Union or not; or
- 5.28.4 in relation to any liability to make a contribution to the Union's assets as specified in section 214 of the Insolvency Act 1986, any liability to make such a contribution where the basis of the Trustee's liability is their knowledge prior to the insolvent liquidation of the Union (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Union would avoid going into insolvent liquidation; and

5.29 do all such other lawful things as shall further the Objects.

## **6. LIMITATION ON PRIVATE BENEFITS**

6.1 The income and property of the Union shall be applied solely towards the promotion of the 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 Company Member. This shall not prevent any payment in good faith by the Union of:

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



- 6.2.2 reasonable and proper remuneration to any Company Member for any goods or services supplied to the Union;
  - 6.2.3 interest on money lent by any Company Member to the Union at a reasonable and proper rate; and
  - 6.2.4 any reasonable and proper rent for premises let by any Company 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 Executive Officer 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 Executive Officers 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 66; and
  - 6.3.8 any payments authorised in writing by the Charity Commission.
- 6.4 A Trustee may receive the following benefits from any Subsidiary Company:
- 6.4.1 a Trustee or a Connected Person may receive a benefit from any Subsidiary Company in their capacity as a beneficiary of the Union or of any Subsidiary Company;
  - 6.4.2 a Trustee or a Connected Person may be reimbursed by any Subsidiary Company for, or may pay out of any Subsidiary Company's property, reasonable expenses properly incurred by them when acting on behalf of any Subsidiary Company;
  - 6.4.3 a Trustee or a Connected Person 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 a Connected Person in relation to that Trustee);

6.4.4 a Trustee or a Connected Person may, with the prior approval of the Trustees, receive interest at a reasonable and proper rate on money lent to any Subsidiary Company;

6.4.5 a Trustee or a Connected Person may, with the prior approval of the Trustees, receive reasonable and proper rent for premises let to any Subsidiary Company;

6.4.6 any Subsidiary Company may pay reasonable and proper premiums in respect of indemnity insurance for its directors and officers;

6.4.7 a Trustee or a Connected Person may receive payment under an indemnity from any Subsidiary Company in accordance with the constitution of the relevant Subsidiary Company; and

6.4.8 provided that the affected Trustee may not take part in any decision of the Trustees to approve a benefit under Articles 6.4.3, 6.4.4 or 6.4.5.

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 Executive Officers 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 MEMBERS**

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

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

## **8. DISSOLUTION**

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

## **9. REVIEWING AND AMENDING THE ARTICLES**

- 9.1 De Montfort University shall be required to review the provisions of the Articles at intervals of not more than five years.
- 9.2 The approval of De Montfort University shall be required for any amendments to the Articles.

## **PART 2**

### **MEMBERS**

#### **10. ELIGIBILITY FOR MEMBERSHIP**

10.1 The members of the Union shall comprise:-

10.1.1 Student Members;

10.1.2 Company Members;

10.1.3 any Executive Officers who are not Students; and

10.1.4 or such other membership as may be added or substituted in accordance with Article 14.

10.2 The Student Members will be each and every current Student of De Montfort University who has not opted out by notifying De Montfort University or the Union of their wish not to be a Student Member.

10.3. The Company Members at any given time shall be those persons holding office as a Trustee at such time. No other person shall be eligible to be a Company Member.

10.4 The names of the Company Members shall be entered in the register of Company Members.

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

#### **11. TERMINATION OF STUDENT MEMBERSHIP**

11.1 Student Membership shall not be transferable and shall cease on death.

11.2 A Student Member shall cease to be a Student Member if:

11.2.1 they cease for any reason to be a Student;

11.2.2 they opt out of Student Membership by giving written notice to the Chief Executive; or

11.2.3 a decision is made to remove them from Student Membership in accordance with the Union's disciplinary procedure for Student Members.

11.3 A Student who is not a Student Member shall not be unfairly disadvantaged with regard to the provision of services or otherwise by reason of not being a Student Member.

## **12. TRUSTEES AS COMPANY MEMBERS**

12.1 The Trustees from time to time shall be the only Company Members of the Union.

12.2 A Trustee shall become a Company Member on becoming a Trustee. In agreeing to become a Trustee, each new Trustee is also agreeing to become a Company Member.

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

## **13. TERMINATION OF COMPANY MEMBERSHIP**

Company Membership shall not be transferable and shall cease on death. A Company Member shall also automatically cease to be a Company Member if they cease to be a Trustee.

## **14. CLASSES OF MEMBERSHIP**

The Trustees may at their discretion establish and revoke such classes of membership with such description and with such rights and obligations as they think fit and may admit and remove such members in accordance with the Bye-Laws provided that no such classes of members shall be Company Members.

## **15. REFERENDA**

15.1 A Referendum may be called on any issue by:

15.1.1 a resolution of the Trustees;

15.1.2 a referral to Referenda from the Executive Committee or Student Council.

15.2 A resolution will only be passed by Referendum if at least 10% of all Student Members cast a vote in the Referendum and a majority of the votes cast are in favour of the resolution.

15.3 Referenda shall be conducted in accordance with these Articles and the Bye-Laws.

15.4 Subject to Article 39.3, the Student Members may set Policy by Referenda. Policy set by Referenda may overturn Policy set by the Student Council but not Policy set by the Student Members at an annual meeting of the Student Members.

15.5 A Referendum may not be called in relation to the outcome of any Union elections where such elections were conducted in accordance with these Articles and the Bye-Laws.

## **16. ANNUAL STUDENT MEMBERS' MEETING**

The Union shall hold an Annual Student Members' Meeting of the Student Members once in each Academic Year which shall be called and held in accordance with the Bye-Laws and to which all Student Members shall be invited. The Annual 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. A minimum of 14 days' notice of the annual Student Members' meeting shall be given in such manner as the Trustees may think fit. Any Annual Student Members' Meeting held under this Article shall not be a general meeting of the Union for the purposes of the Companies Act.

## **17. COMPANY MEMBERS' MEETINGS**

The Trustees may call a meeting of the Company Members at any time. The Trustees must call a meeting of the Company Members if required to do so by the Company Members under the Companies Act.

## **18. LENGTH OF NOTICE**

18.1 All Company Members' meetings shall be called by either:

18.1.1 at least 14 clear days' notice; or

18.1.2 shorter notice if it is so agreed by a majority in number of the Company 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 Company Members.

## **19. CONTENTS OF NOTICE**

19.1 Every notice calling a Company Members' 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 Company Members' meeting there must appear with reasonable prominence a statement informing the Company Member of their rights to appoint another person as their proxy at a general meeting.

## **20. SERVICE OF NOTICE**

Notice of Company Members' meetings shall be given to every Company Member, to the Trustees and to the auditors of the Union.

## **21. QUORUM**

21.1 No business shall be transacted at any Company Members' meeting unless a quorum is present.

21.2 The quorum for a Company Members' meeting shall be one-half plus one of the total number of Company Members as at the date of the meeting.

21.3 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.

## **22. CHAIRING COMPANY MEMBERS' MEETINGS**

The chair of Trustees or in their absence the Deputy Chair shall preside as chair of each Company Members' meeting. In the absence of the chair of Trustees and the Deputy Chair, the Company 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 Company Member entitled to vote shall not be entitled to be appointed chair of the meeting.



## **23. ATTENDANCE BY NON-MEMBERS**

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

## **24. ADJOURNMENT**

24.1 The chair of the meeting may adjourn a Company Members' meeting at which a quorum is present if:

24.1.1 the meeting consents to an adjournment; or

24.1.2 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.

24.2 The chair of the meeting must adjourn a Company Members' meeting if directed to do so by the meeting.

24.3 When adjourning a Company Members' meeting, the chair of the meeting must:

24.3.1 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

24.3.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

24.4 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:

24.4.1 to the same persons to whom notice of Company Members' meetings is required to be given; and

24.4.2 containing the same information which such notice is required to contain.

24.5 No business may be transacted at an adjourned Company Members' meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

## **VOTING AT COMPANY MEMBERS' MEETINGS**

### **25. VOTING: GENERAL**

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

### **26. POLL**

26.1 A poll on a resolution may be demanded:

26.1.1 in advance of the Company Members' meeting where it is to be put to the vote; or

26.1.2 at a Company Members' 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.

26.2 A poll may be demanded by:

26.2.1 the chair of the meeting;

26.2.2 two or more Company Members; or

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

26.3 A demand for a poll may be withdrawn if:

26.3.1 the poll has not yet been taken; and

26.3.2 the chair of the meeting consents to the withdrawal.

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

### **27. VOTING**

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

27.2 In the case of an equality of votes, whether on a show of hands or on a poll, the chair of the meeting shall be entitled to a second or casting vote.

## **28. ERRORS AND DISPUTES**

28.1 No objection may be raised to the qualification of any person voting at a Company Members' 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.

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

## **29. CONTENT OF PROXY NOTICES**

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

29.1.1 states the name and address of the Company Member appointing the proxy;

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

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

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

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

29.3 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.

29.4 Unless a proxy notice indicates otherwise, it must be treated as:

29.4.1 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

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

### **30. AMENDMENTS TO RESOLUTIONS**

30.1 An ordinary resolution to be proposed at a Company Members' meeting may be amended by ordinary resolution if:

30.1.1 notice of the proposed amendment is given to the Union in writing by a person entitled to vote at the Company Members' 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

30.1.2 the proposed amendment does not, in the reasonable opinion of the chair of the meeting, materially alter the scope of the resolution.

30.2 A special resolution to be proposed at a Company Members' meeting may be amended by ordinary resolution, if:

30.2.1 the chair of the meeting proposes the amendment at the Company Members' meeting at which the resolution is to be proposed; and

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

30.3 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**

#### **31. WRITTEN RESOLUTIONS**

31.1 Subject to Article 30, a written resolution of the Company Members passed in accordance with this Article 30 shall have effect as if passed by the Company Members at a Company Members' meeting.

31.2 A written resolution is passed as an ordinary resolution if it is passed by a simple majority of the total voting rights of eligible Company Members.

31.3 A written resolution is passed as a special resolution if it is passed by Company Members representing not less than 75% of the total voting rights of eligible Company

Members. A written resolution is not a special resolution unless it states that it was proposed as special resolution.

31.4 In relation to a resolution proposed as a written resolution the eligible Company Members are the Company Members who would have been entitled to vote on the resolution on the circulation date of the resolution.

31.5 A Company Members' resolution under the Companies Act removing a Trustee or an auditor before the expiration of their term of office may not be passed as a written resolution.

31.6 A copy of the written resolution must be sent to every Company Member together with a statement informing the Company Member how to signify his/her 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 Act.

31.7 A Company 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 their agreement to the resolution provided that:

31.7.1 if the document is sent to the Union in Hard Copy Form, it is authenticated if it bears the Company Member's signature; and

31.7.2 if the document is sent to the Union by Electronic Means, it is authenticated if it bears the Company Member's signature or if the identity of the Company Member is confirmed in a manner specified by the Trustees.

31.8 A written resolution is passed when the required majority of eligible Company Members have signified their agreement to it.

31.9 A proposed written resolution lapses if it is not passed within 48 days beginning with the circulation date.

## **PART 3**

### **TRUSTEES**

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

#### **32. APPOINTMENT OF TRUSTEES**

31.1 The Trustee body shall be comprised of the following persons:

32.1 not more than 5 Executive Officers, elected in accordance with Article 33;

32.2 not more than 4 Student Trustees, appointed in accordance with Article 34;

32.3 not more than 4 External Trustees, appointed in accordance with Article 35.

#### **33. EXECUTIVE OFFICERS**

33.1 The Executive Officers shall be those persons holding such posts, based on a shared responsibility model, as are defined in the Byelaws. The Executive Officers shall be elected by secret ballot by the Student Members and current Executive Officers at an election to be held in accordance with these Articles and the Bye-Laws.

33.2 An independent returning officer appointed by the Trustees shall be responsible for the good conduct and administration of all elections of Executive Officers and shall have ultimate authority in relation to such elections. The returning officer shall also be responsible for counting the votes cast in any election and for declaring the results of that election.

33.3 Any complaints in relation to any matter concerning the conduct of an election of Executive Officers including the declaration of the result of that election shall be referred to the returning officer whose decision in relation to such matters shall be final and binding on all parties.

33.4 Following the methodology set out by the Electoral Reform Society of Great Britain and Ireland, multiple vacancy positions shall adopt the Single Transferable Vote System and single vacancy positions shall adopt the Alternative Transferable Vote system.

33.5 The use of electronic devices by any candidate in an election of Executive Officers or by any person acting in support of such candidate for the purpose of soliciting votes must be in accordance with the relevant Bye Law and election rules.

33.6 Each Executive Officer shall remain in office for a term of one year. An Executive Officer may be re-elected for a maximum further term of one year. For the avoidance of doubt, an Executive Officer's terms of office may be either consecutive or non-consecutive and will be no longer than 2 years in total.

33.7 Each Executive Officer must be a Student Member or a current serving Executive Officer at the time of their election.

33.8 The Executive Officers shall be deemed to be "major union office holders" for the purposes of Section 22 of the Education Act.

33.9 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 and is subject to relevant employment law.

#### **34. STUDENT TRUSTEES**

34.1 Subject to Article 32.2 , up to 4 Student Trustees shall be appointed by a majority vote of the Board of Trustees from such persons as have been nominated by the Appointments Committee.

34.2 Each Student Trustee must be a Student Member at the time of their appointment (and must continue to be a Student for the duration of their term as a Student Trustee).

34.3 A Student Trustee shall remain in office for a term of three years or until the end of their course of study whichever shall be the shorter.

#### **35. EXTERNAL TRUSTEES**

35.1 Up to 3 External Trustees shall be appointed by a simple majority vote of the Appointments Committee provided that the appointment of each External Trustee is ratified by a majority vote of the Board of Trustees and one such External Trustee shall be appointed as chair of Trustees.

35.2 One External Trustee shall be appointed by De Montfort University Board of Governors.

35.3 Unless their appointment is terminated in accordance with Article 36, an External Trustee shall remain in office for a term of four years save for the External Trustee appointed by De Montfort University who shall remain in office until such time as De Montfort University makes an alternative appointment.

35.4 External Trustees may serve for a maximum of two consecutive terms. For the avoidance of doubt, this provision shall not apply to the External Trustee appointed by De Montfort University.

## **36. DISQUALIFICATION, RESIGNATION AND REMOVAL OF TRUSTEES**

35.1 The office of a Trustee shall be vacated if:

36.1.1 the Trustee 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;

36.1.2 the Trustee becomes prohibited by law from being a charity trustee;

36.1.3 being an Executive Officer, the Trustee ceases to be an Executive Officer or resigns as an employee of the Union;

36.1.4 being a Student Trustee, the Trustee ceases to be a Student;

36.1.5 being a Student Trustee, the Trustee is removed from Student Membership in accordance with the Union's disciplinary procedure for Student Members;

36.1.6 being the De Montfort University appointed Trustee, the Trustee is removed by the De Montfort University Board of Governors;

36.1.7 the Trustee 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);

36.1.8 the Trustees reasonably believe the Trustee is suffering from mental or physical disorder and is incapable of acting as a Trustee and they resolve that the Trustee be removed from office;

36.1.9 the Trustee fails to attend two consecutive meetings of the Trustees and the Trustees resolve that the Trustee be removed from office for this reason; or

36.1.10 the Trustee is removed by a resolution passed by at least 75% of the Trustees provided that such resolution may only be passed if the Trustee concerned has first had the opportunity to make a submission to the Trustees explaining why the Trustee should not be removed from office.



### **37. REMOVAL OF EXECUTIVE OFFICERS BY THE STUDENT MEMBERS**

The office of an Executive Officer shall be vacated if a motion of no confidence in the Executive 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 10% of all Student Members.

### **38. REPLACEMENT TRUSTEES**

38.1 If an Executive Officer 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.

38.2 If an Executive Officer resigns, is disqualified or is removed from office after the commencement of the Academic Year the vacancy may remain until the next elections are held, subject to decision by the Board of Trustees.

38.3 If a Student Trustee resigns, is disqualified or is removed from office, a new Student Trustee may be elected by the Board of Trustees from such persons as have been nominated by the Appointments Committee provided that the election of each Student Trustee is approved by a majority of Board of Trustees.

37.4 If an External Trustee resigns, is disqualified or is removed from office, a new External Trustee) shall be appointed to the vacancy in accordance with Article 34.

## **TRUSTEES' POWERS AND RESPONSIBILITIES**

### **39. TRUSTEES' GENERAL AUTHORITY**

39.1 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.

39.2 The Board's powers under Article 39.1 shall include but not be limited to responsibility for:

39.2.1 the governance of the Union;

39.2.2 the budget of the Union; and

39.2.3 the strategy of the Union.

39.3 The Trustees may override any decision or Policy made by the Student Members at an annual meeting of the Student Members or by Referendum or by the Student Council which the Trustees consider (in their absolute discretion):

39.3.1 has or may have any financial implications for the Union;

39.3.2 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);

39.3.3 is not or may not be in the best interests of the Union or all or any of its charitable objects; or

39.3.4 will or may otherwise affect the discharge of any or all of the responsibilities referred to in Article 39.2.

39.4 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.

39.5 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:

39.5.1 was not properly appointed;

39.5.2 was disqualified from holding office;

39.5.3 had vacated office; or

39.5.4 was not entitled to vote.

#### **40. TRUSTEES MAY DELEGATE**

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

40.1.1 to such person or committee;

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

40.1.3 to such an extent;

40.1.4 in relation to such matters or territories; and

40.1.5 on such terms and conditions

as they think fit.

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

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

## **41. COMMITTEES**

41.1 In the case of delegation to committees:

41.1.1 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);

41.1.2 subject to Article 40.3, 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;

41.1.3 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;

41.1.4 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.

41.2 The Trustees shall establish the following committees (which is a non-exhaustive list):

41.2.1 Executive Committee (as further described in Article 43);

41.2.2 Appointments Committee; and

41.2.3 Finance and Human Resources Committee.

41.3 For the avoidance of doubt, the Trustees may 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 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.

41.4 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.

## **42. DELEGATION OF DAY-TO-DAY MANAGEMENT POWERS TO THE CHIEF EXECUTIVE**

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

42.1.1 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;

42.1.2 the Trustees shall provide the Chief Executive with a description of their role and the extent of their authority;

42.1.3 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

42.1.4 the Trustees shall provide the Chief Executive with a performance management structure to aid their work plan and development.

42.2 The Chair shall have line management responsibility for the Chief Executive.

## **43. THE EXECUTIVE COMMITTEE**

43.1 The Executive Committee shall be comprised of the Executive Officers and the Chief Executive (who shall be a non-voting member).

43.2 The Executive Committee's responsibility shall not include the duties of the Trustees as set out in Article 39 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.

43.3 The Union's senior management team and part-time Executive Officers may attend meetings of the Executive Committee at the request of the Executive Committee.

43.4 The Executive Committee shall meet in accordance with the Bye-Laws.

## **DECISION-MAKING BY TRUSTEES**

### **44. TRUSTEES 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 a meeting of the Trustees at the discretion of the Chair of that meeting.

### **46. CALLING A TRUSTEES' MEETING**

The Chair or any two Trustees may, and the Chief Executive at the request of two Trustees shall, call a Trustees' meeting.

### **47. LENGTH OF NOTICE**

46.1 A Trustees' meeting shall be called by at least 14 clear days' notice unless either:

47.1.1 all the Trustees agree; or

47.1.2 urgent circumstances require shorter notice.

### **48. CONTENTS OF NOTICE**

47.1 Every notice calling a Trustees' meeting shall specify:

48.1.1 the place, day and time of the meeting;

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

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

## **49. SERVICE OF NOTICE**

Notice of Trustees' meetings shall be given to each Trustee but need not be in writing. Notice of a 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:

50.1.1 the meeting has been called and takes place in accordance with the Articles;  
and

50.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

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 the location at which the meeting is to be treated as taking place.

## **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 may be fixed from time to time by a decision of the Trustees, but it must never be less than one half plus one of the total number of Trustees as at the date of the meeting. .

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 procure the election or appointment of additional Trustees.

## **52. CHAIR, DEPUTY CHAIR AND SUPERVISING TRUSTEE**

52.1 The Chair shall be the External Trustee appointed to the position of Chair pursuant to Article 35.

52.2 The Trustees shall at their first meeting in each Academic Year elect one of the Executive Officers 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 and to chair Trustees' meetings in the absence of the Chair.

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

52.4 The Trustees shall at their first meeting in each Academic Year elect one of the External Trustees to assist the Chief Executive Officer with HR and disciplinary matters ('the Supervising Trustee').

### **53. CASTING VOTE**

Questions arising at a Trustees' meeting shall be decided by a majority of votes. Each Trustee present at the meeting shall have one vote and in the case of an equality of votes the Chair of the meeting shall be entitled to a second or casting vote.

### **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

54.2.5 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 of the communication from the nominated person confirming formal approval.

54.5.4 the nominated person must prepare a minute of the decision in accordance with Article 60.

54.6 In the case of an equality of votes in any decision-making process in accordance with this Article, the chair of the process shall be entitled to a casting vote in addition to any other vote they 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. TRUSTEE INTERESTS AND MANAGEMENT OF CONFLICTS OF INTEREST**

### **Declaration of interests**

55.1 Unless Article 55.2 applies, a Trustee must declare the nature and extent of:

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

55.1.2 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.

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

### **Participation in decision-making**

55.3 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.

55.4 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:

55.4.1 the decision could result in the Trustee or any person who is a Connected Person in relation to that Trustee receiving a benefit other than:

(a) any benefit received in their capacity as a beneficiary of the Union (as permitted under Article 6.2.1) 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 5.29;

(c) payment under the indemnity set out at Article 66; and

(d) reimbursement of expenses in accordance with Article 6.3.2; or

55.4.2 a majority of the other Trustees participating in the decision-making process decide to the contrary,

in which case they must comply with Article 55.5.

55.5 If a Trustee with a conflict of interest or conflict of duties is required to comply with this Article 55.5, they must:

55.5.1 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;

55.5.2 not be counted in the quorum for that part of the process; and

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

### **Continuing duties to the Union**

55.6 Where a Trustee or a person who is a Connected Person in relation to that Trustee 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:

55.6.1 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

55.6.2 the Trustee shall not be accountable to the Union for any benefit expressly permitted under these Articles which they or any person who is a Connected Person in relation to that Trustee derives from any matter or from any office, employment or position.

## **56. REGISTER OF TRUSTEES' INTERESTS**

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

## **57. UNION REPRESENTATIVE ON THE UNIVERSITY'S BOARD OF GOVERNORS**

The Trustees will nominate an Executive Officer to represent the Union on the University's Board of Governors. The appointment of the Executive Officer to the University's Board of Governors will only be effective when confirmed by the University.

## **PART 4**

### **STUDENT COUNCIL**

#### **58. STUDENT COUNCIL**

58.1 The Student Council shall comprise elected representatives of the Student Members as specified in the Bye-Laws.

58.2 The Student Council shall have primary responsibility for the implementation and oversight of Student Membership policies and principles.

58.3 The Student Council shall have the authority to:

58.3.1 represent the voice of the Student Members;

58.3.2 subject to Article 39, set the Policy of the Union;

58.3.3 make, repeal and amend the Bye-Laws and Policy subject to ratification of the Trustees;

58.3.4 hold Executive Officers to account in accordance with the Bye-Laws, role descriptions and electoral mandate

58.3.5 call for a Referendum of the Student Members subject to the provisions of Article 15; and

58.3.6 be the communication channel between Student Members and Trustees.

58.4 The composition and proceedings of the Student Council shall be set out in the Bye-Laws. A Student Member may not hold more than one seat on the Student Council at any one time.

58.5 A member of the Student Council may not simultaneously hold the position of Student Trustee.

## **PART 5**

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

#### **59. 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.

#### **60. COMMUNICATIONS BY AND TO THE UNION**

##### **Methods of communication**

60.1 Subject to the Articles and the Companies Act, any document or information (including any notice, report or accounts) sent or supplied by the Union under the Articles or the Companies Act 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:

60.1.1 in Hard Copy Form;

60.1.2 in Electronic Form; or

60.1.3 by making it available on a website.

60.2 Where a document or information which is required or authorised to be sent or supplied by the Union under the Companies Act 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 Act (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.

60.3 Subject to the Articles, any notice or document to be sent or supplied to a Trustee in connection with the taking of decisions by Trustees may also be sent or supplied by the means which that Trustee has asked to be sent or supplied with such notices or documents for the time being.

## **Deemed delivery**

60.4 A Member present in person or by proxy at a general meeting of the Union shall be deemed to have received notice of the meeting and the purposes for which it was called.

60.5 Where any document or information is sent or supplied by the Union to the Company Members:

60.5.1 where it is sent by post it is deemed to have been received 48 hours (including Saturdays, Sundays, and Public Holidays) after it was posted;

60.5.2 where it is sent or supplied by Electronic Means, it is deemed to have been received on the same day that it was sent;

60.5.3 where it is sent or supplied by means of a website, it is deemed to have been received:

(a) when the material was first made available on the website; or

(b) if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.

60.6 Subject to the Companies Act, a Trustee or any other person (other than in their capacity as a Company 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.

60.7 Where any document or information has been sent or supplied by the Union by Electronic Means and the Union receives notice that the message is undeliverable:

60.7.1 if the document or information has been sent to a Company Member and is notice of a general meeting of the Union, the Union is under no obligation to send a Hard Copy of the document or information to the Company Member's postal address as shown in the Union's register of Company Members, but may in its discretion choose to do so;

60.7.2 in all other cases, the Union shall send a Hard Copy of the document or information to the Company Member's postal address as shown in the Union's register of Company Members (if any), or in the case of a recipient who is not

a Company Member, to the last known postal address for that person (if any);  
and

60.7.3 the date of service or delivery of the documents or information shall be the date on which the original electronic communication was sent, notwithstanding the subsequent sending of Hard Copies.

### **Exceptions**

60.8 Copies of the Union's annual accounts and reports need not be sent to a Company Member for whom the Union does not have a current address.

60.9 Notices of general meetings need not be sent to a Company 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 Member for whom the Union does not have a current address.

### **Communications to the Union**

60.10 The provisions of the Companies Act shall apply to communications to the Union.

## **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:

- 62.1.1 of all appointments of officers made by the Trustees;
- 62.1.2 of all resolutions of the Company Members and of the Trustees; and
- 62.1.3 of all proceedings at meetings of the Company Members 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 Company Member or Trustee of the Union, be sufficient evidence of the proceedings.

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

### **63. RECORDS AND ACCOUNTS**

63.1 The Trustees shall comply with the requirements of the Companies Act and of the Charities Act 2011 as to maintaining a Company 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.

### **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 Act specifies that such informality, irregularity or want of qualification shall invalidate it.



## **65. EXCLUSION OF MODEL ARTICLES**

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

## **66. 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 judgment is given in their favour or in which they are acquitted or in connection with any application in which relief is granted to them by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Union, and against all costs, charges, losses, expenses or liabilities incurred by him or her in the execution and discharge of their duties or in relation thereto.

## DEFINITIONS AND INTERPRETATION

### 67. DEFINED TERMS

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

<b>Term</b>	<b>Meaning</b>
<b>"Academic Year"</b>	the period between 1 August in one year to 31 July in the next year determined by the Union as the period during which Students are required to be registered with De Montfort University. Each Academic Year is for the time being divided into three terms;
<b>"address"</b>	includes a postal or physical address and a number or address used for the purpose of sending or receiving documents by Electronic Means;
<b>"Appointments Committee"</b>	the committee set up by the Trustees to deal with the appointment of Trustees;
<b>"Articles"</b>	these articles of association of the Union;
<b>"Board of Trustees" or "Board"</b>	the board of Trustees of the Union;
<b>"Bye-Laws"</b>	the bye-laws setting out the working practices of the Union made from time to time in accordance with Article 58;
<b>"Chair"</b>	the chair of the Board of Trustees, who shall be an External Trustee appointed pursuant to Article 34;

<b>“chair of the meeting”</b>	in the case of general meetings means the person chairing the meeting in accordance with Article 21 and in the case of Trustees' meetings means the person chairing the meeting in accordance with Article 51;
<b>“Chief Executive”</b>	the chief executive of the Union who is appointed by the Board of Trustees;
<b>“circulation date”</b>	in relation to a written resolution, has the meaning given to it in the Companies Act;
<b>“clear days”</b>	in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
<b>“Code of Practice”</b>	the code of practice relating to De Montfort University obligations under Section 22 of the Education Act;
<b>“Companies Act”</b>	means the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Union;
<b>“Company Member”</b>	means members of the Union for the purposes of the Companies Act, as defined in Article 12;
<b>“Connected Person”</b>	any person falling within one of the following categories and where payment to that person might result in the Trustee obtaining benefit: (a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a Trustee; or (b) the spouse or civil partner of any person in (a); or (c) any person living with a Trustee or their partner; or (d) any company or LLP or firm of which a Trustee is a paid director, member,

	partner or employee, or shareholder holding more than 1% of the capital;
<b>"Deputy Chair"</b>	the deputy chair of the Board of Trustees, who shall be elected in accordance with Article 51;
<b>"document"</b>	includes, unless otherwise specified, any document sent or supplied in Electronic Form;
<b>"Education Act"</b>	the Education Act 1994;
<b>"Electronic Form" and "Electronic Means"</b>	have the meanings respectively given to them in Section 1168 of the Companies Act 2006;
<b>"the Executive Committee"</b>	the committee established by the Trustees pursuant to Article 42;
<b>"Executive Officer"</b>	an executive officer of the Union as defined in Article 32;
<b>"External Trustee"</b>	a Trustee appointed in accordance with Article 34 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;
<b>"financial expert"</b>	an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;
<b>"Hard Copy" and "Hard Copy Form"</b>	have the meanings respectively given to them in the Companies Act 2006;
<b>"Policy"</b>	formal decisions made by the Student Members that inform the activities, mandate and direction of the Union;
<b>"RAG"</b>	the raise and give society which develops students by providing them with an opportunity to raise funds for charitable causes;

<b>"Referendum"</b>	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;
<b>"Returning Officer"</b>	The Returning Officer is responsible for the good conduct and administration of all Students' Union elections and shall have the sole interpretation of the election regulations;
<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;
<b>"Student"</b>	any individual who is formally registered for an approved programme of study provided by De Montfort University. For the avoidance of doubt, De Montfort University shall determine whether or not an individual has student status;
<b>"Student Council"</b>	the Student body elected by and from Students constituted in accordance with these Articles and the Bye-Laws of the Union;
<b>"Student Members"</b>	current student members of the Union as defined in Article 10.2. Student Members do not have any rights as such under the Companies Act;
<b>"Student Trustee"</b>	a Trustee elected in accordance with Article 33 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;
<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;

**"Trustee" and "Trustees"**

the directors of the Union as defined in Article 31;

**"Union"**

De Montfort University Students' Union;

**"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

**"De Montfort University"**

De Montfort University, incorporated through Schedule 7 of the Education Reform Act 1988 and by The Education (Recognised Bodies) Order 1999 on 5th April 1999.

67.1 Words importing the singular shall include the plural and vice versa and words importing the masculine shall include the feminine and vice versa.

67.2 Subject to Article 66.3, 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.

67.3 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.