

**Articles of Association**

of

**De Montfort University Students' Union**

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## **PART 1: CHARITABLE PURPOSES AND INTRODUCTORY PROVISIONS**

*Why and how De Montfort University Students' Union exists*

### **ARTICLES OF ASSOCIATION: PURPOSE**

- A. De Montfort University Students' Union ("DSU") is a students' union within the meaning of the Education Act 1994. DSU is devoted to the educational interests and welfare of its Student Members.
- B. These Articles have been structured to give the Board of Trustees authority to manage the affairs of DSU 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.
- C. Under the Education Act 1994, De Montfort University has a statutory duty to ensure that DSU operates in a fair and democratic manner and is held to proper account for its finances. DSU therefore works alongside De Montfort University in ensuring that the affairs of DSU are properly conducted and that the educational and welfare needs of the Student Members are met.

### **1 Interpretation**

- 1.1 Words and phrases in the Articles with initial capital letters have the meanings set out in Article 66. Where required, other definitions are set out in particular Articles.
- 1.2 Where there is a conflict over the interpretation of the Articles or any of the Bye-Laws, it shall be resolved by the DSU Board of Trustees in its sole discretion.

### **2 Name**

The name of the company is De Montfort University Students' Union ("**DSU**")

### **3 Objects**

- 3.1 DSU's Objects ("the Objects") are:
  - to advance the education of the Students of De Montfort University for the public benefit by:
    - (a) providing representation, advice and assistance to Students on matters affecting their welfare and interests as students;
    - (b) being the recognised representative channel between Students and De Montfort University and any other external bodies,
    - (c) providing sporting, social, cultural, and recreational opportunities and facilities for Students so as to further the educational purposes of De Montfort University;
    - (d) promoting and encouraging contact and co-operation between Students; and
    - (e) advancing the welfare and physical and mental wellbeing of Students;
- 3.2 all such objects as are charitable in law which are incidental or conducive to the

foregoing objects.

#### **4 Powers**

4.1 To further the Objects, but not for any other purpose, DSU may:

- (a) provide services and facilities for Students;
- (b) establish, support, promote and operate a network of Student activities;
- (c) support any fundraising activities, including “raise and give” (RAG), carried out by Students for charitable causes, including the provision of administrative support, banking facilities and acting as a holding trustee of any funds raised;
- (d) alone or with other organisations:
  - (i) carry out campaigning activities,
  - (ii) seek to influence public opinion, and
  - (iii) 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:
    - (i) all activities must be confined to the activities which a charity registered with the Charity Commission may properly undertake, and
    - (ii) DSU complies with the Education Act and has regard to any guidance published by the Charity Commission;
- (e) write, make, commission, print, publish or distribute materials or information; or assist in these activities;
- (f) promote, initiate, develop or carry out education and training; and arrange, provide or assist with exhibitions, lectures, meetings, seminars, displays or classes;
- (g) promote, encourage, carry out or commission research, surveys, studies or other work and publish the results;
- (h) provide, or appoint others to provide, advice, guidance, representation and advocacy;
- (i) co-operate with other charities and bodies, and exchange information and advice with them;
- (j) become a member, affiliate or associate of other charities and bodies;
  - (i) 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 those charities;

- (ii) purchase or acquire all or any of the property, assets, liabilities and engagements of any charity with objects identical or similar to the Objects;
- (iii) raise funds and accept (or disclaim) gifts;
- (k) borrow and raise money, including for the purpose of investment or of raising funds, and give security (but only in accordance with the restrictions imposed by the Charities Act 2011);
- (l) purchase, lease, hire or receive property of any kind, including land, buildings and equipment; and maintain and equip it for use;
- (m) 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);
- (n) make grants or loans of money and give guarantees;
- (o) set aside funds for special purposes or as reserves against future expenditure;
- (p) invest and deal with DSU's money, not immediately required for the Objects, in or upon any investments, securities, or property;
- (q) delegate the management of investments to an appropriately experienced and qualified financial expert (being an individual, company or firm authorised to give investment advice under the Financial Services and Markets Act 2000) provided that:
  - (i) the investment policy is set down in writing for the financial expert by the Board,
  - (ii) the performance of the investments is reviewed regularly by the Board,
  - (iii) the Board is entitled to cancel the delegation at any time,
  - (iv) the investment policy and the delegation arrangements are reviewed at least once a year,
  - (v) all payments due to the financial expert are on a scale or at a level agreed in advance and are notified promptly to the Board on receipt, and
  - (vi) the financial expert may not do anything outside DSU's powers;
- (r) arrange for investments or other property of DSU 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) acting under the direction of the Board, or controlled by a financial expert (as defined in Article 4.1(q)) acting under the instructions of the Board, and to

- pay any reasonable fee required;
- (s) lend money and give credit to, take security for such loans or credit from, and guarantee or give security for the performance of contracts by, any person or company;
  - (t) open and operate banking accounts and other facilities for banking and draw, accept, endorse, negotiate, discount, issue or execute negotiable instruments (including signing cheques);
  - (u) trade in the course of carrying out any of the Objects, and carry on any other trade which is not a Taxable Trade;
  - (v) establish or acquire one or more Subsidiary Companies to carry on any trade;
  - (w) subject to Article 38 (Limitation on private benefits), employ and pay employees and professionals or other advisers;
  - (x) grant pensions and retirement benefits to DSU employees and their dependants, and subscribe to funds or schemes for providing pensions and retirement benefits for DSU employees and their dependants;
  - (y) pay out of the funds of DSU 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 DSU, including without limitation any liability to make a contribution to DSU's assets as specified in section 214 of the Insolvency Act 1986 (wrongful trading), provided that no such insurance shall extend to:
    - (i) 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);
    - (ii) 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;
    - (iii) any liability incurred by the Trustees of DSU that arises out of any conduct which the Trustees knew (or must reasonably be assumed to have known) was not in the interests of DSU or in the case of which they did not care whether it was in the best interests of DSU or not; or
    - (iv) in relation to any liability to make a contribution to DSU'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 DSU (or reckless failure to acquire that knowledge) that there was no reasonable prospect that DSU would avoid going into insolvent liquidation;

- (z) enter into contracts to provide services to or on behalf of other bodies;
- (aa) provide or procure the provision of advice, counselling and guidance;
- (bb) establish and support or aid in the establishment and support of any other organisations and subscribe, lend or guarantee money or property for charitable purposes;
- (cc) undertake and execute charitable trusts;
- (dd) insure the property of DSU against any foreseeable risk and take out other insurance policies as are considered necessary by the Trustees to protect DSU; and
- (ee) do all such other lawful things as may further DSU's Objects.

## **5 Reviewing and amending the Articles**

5.1 De Montfort University shall be required to review the provisions of these Articles at intervals of not more than five years which shall be undertaken with the Board of Trustees.

5.2 Any amendment to the Articles shall require the following:

- (a) The circulation by the Board of Trustees of a proposal to amend the Articles to all the Student Members (the "Proposal");
- (b) A period of time (as set out in the Bye-Laws or as otherwise determined by the Trustees) during which any amendments to the Proposal may be submitted to the Board of Trustees by any Student Member;
- (c) The circulation by the Board of Trustees to all the Student Members of a resolution to approve either the Proposal or a revised Proposal incorporating those amendments submitted in accordance with Article 5.2(b) which the Board of Trustees in their absolute discretion have accepted;
- (d) A resolution passed at a Student Members' meeting or by Referendum;
- (e) A special resolution of the Company Members making the amendments to the Articles that have been approved by resolution of the Student Members in accordance with Article 5.2(d) and
- (f) The approval of De Montfort University.

## **PART 2: MEMBERS**

*Who are DSU's members and how does their membership work.*

## **6 Members of De Montfort University Students' Union**

The Members of DSU shall be as follows:

- (a) the Student Members; and

(b) the Company Members.

## **7 Student Members**

7.1 The Student Members shall be as follows:

(a) each and every Student who has not opted out by notifying DSU or De Montfort University of their wish not to be a Student Member shall be deemed to be a Student Member in accordance with section 22 of the Education Act; and

(b) the Executive Officers.

7.2 Student Members shall be entitled to the benefits set out in the Student Regulations issued by De Montfort University in accordance with section 22(3) of the Education Act 1994.

7.3 Student Membership is not transferable.

7.4 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.

7.5 The Board of Trustees shall establish and monitor a “code of conduct” and “disciplinary procedure” that all Student Members shall be required to adhere to, including when Student Members are involved in activities or at events that are administered or organised by DSU.

7.6 The code of conduct and/or disciplinary procedure for Student Members may include a range of sanctions for breach of the code of conduct by a Student Member, including the suspension or removal of some or all of the rights and privileges of Student Membership, including the holding of office.

## **8 Company Members**

8.1 The only Company Members shall be the Trustees from time to time.

8.2 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.

8.3 Company Membership is not transferable.

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

8.5 For the avoidance of doubt, Executive Officers and Student Trustees may be both Student Members and Company Members.

## **9 Termination of Student Membership**

9.1 A Student Member shall cease to be a Student Member of DSU if:

(a) they die;

(b) the Student Member ceases to be a Student. For the avoidance of

doubt, this will include the situation where a Student Member's Student status with De Montfort University is revoked by De Montfort University;

- (c) they cease to be an Executive Officer;
- (d) they opt out of Student Membership by giving written notice to DSU or De Montfort University and such Membership shall terminate on the date specified in the notice, or the date of the notice, whichever is later;
- (e) a decision is made to remove them from Student Membership of DSU in accordance with DSU's code of conduct and/or disciplinary procedure for Student Members.

## **10 Termination of Company Membership**

10.1 Company Membership shall cease on death.

10.2 A Company Member shall automatically cease to be a Company Member when they cease to be a Trustee.

## **PART 3: STUDENT COUNCIL, BYE-LAWS AND REFERENDA**

*How student and trustee led meetings are administered and run at DSU and how democracy is ensured*

## **11 Student Council**

11.1 There shall be a Student Council as outlined in the Bye-Laws. It shall be responsible for issues of representation and campaigning, subject to the rights of Trustees under Article 22.3.

11.2 The Student Council shall have the authority to:

- (a) represent the voice of the Student Members;
- (b) subject to Article 13.5 (Student Members setting Policy by Referenda) and Article 22 (Trustees Board's General Authority), set the Policy of DSU;
- (c) make, repeal and amend the Bye-Laws and Policy subject to ratification of the Bye-Laws by the Trustees;
- (d) hold Executive Officers and liberation officers to account in accordance with the Bye-Laws, role descriptions and electoral mandate;
- (e) call for a Referendum of the Student Members subject to the provisions of Article 13; and
- (f) be one of the communication channels between Student Members and Trustees.

11.3 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.

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

**12 Bye-Laws**

The Trustees shall have the power from time to time to ratify Bye- Laws made by Student Council as to the management of DSU and its working practices provided that any such Bye-Laws shall not be inconsistent with these Articles. In the event of any inconsistency, the provisions of these Articles shall prevail. For the avoidance of doubt, the Board of Trustees shall have the power in its sole discretion to reject Bye-Laws made by Student Council.

**13 Referenda**

13.1 A Referendum may be called on any issue with the exception of Article 13.6 by:

(a) a resolution of the Board of Trustees; or

(b) a majority vote to of Student Council.

13.2 A resolution will only be passed by Referendum if sufficient Student Members cast a vote in the Referendum (as specified in the Bye-Laws) and a simple majority of the votes cast are in favour of the resolution.

13.3 All Student Members are entitled to vote:

(a) in a Referendum on an affiliation issue, and

(b) in any other Referendum, except where if they cannot vote in the election of an Executive Trustee or where Bye-Laws provide otherwise.

13.4 Referenda shall be conducted in accordance with these Articles and the Bye-Laws. Bye-Laws must provide for the quorum requirements for a Referendum to be valid and the extent to which the result of a Referendum is binding.

13.5 Subject to Article 22.3 (the Board of Trustees' general authority to override decisions made at Student Council) 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 a meeting of the Student Members.

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

**Part 4: THE BOARD OF TRUSTEES**

*How they are appointed, their make up and their remits*

**14 Appointment of Trustees**

14.1 The Board of Trustees consists of:

(a) Up to five Executive Officers, elected in accordance with Article 15;

(b) Up to four Student Trustees, appointed in accordance with Article 16;

(c) a minimum of two and up to a maximum of four External Trustees, appointed in accordance with Article 17.

14.2 A Trustee is both a company director and a charity trustee of DSU and a prospective Trustee must:

- (a) be eligible for election as a company director and a charity trustee, and
- (b) sign a written declaration of willingness to act as a Trustee and as a company director/Company Member.

## **15 Executive Officers**

15.1 The Executive Officers shall be those persons holding such posts as are defined in the Byelaws. The Executive Officers shall be elected by secret ballot by the Student Members and at an election to be held in accordance with these Articles and the Bye-Laws.

15.2 Unless their term of office is terminated earlier in accordance with Article 19 or Article 20 an Executive Officer shall remain in office for a term of one year commencing in accordance with the Bye-Laws. 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.

15.3 Each Executive Officer must be a Student Member or a currently serving Executive Officer at the time of their election. In accordance with Article 7, an Executive Officer shall become a Student Member on commencement of their appointment or reappointment as an Executive Officer. Such Student Membership shall cease when the Executive Officer ceases to be an Executive Officer.

15.4 The Executive Officers shall be deemed to be "major union office holders" for the purposes of [Section 22 of the Education Act](#).

15.5 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 DSU and is subject to relevant employment law. Such contract shall relate only to the functions carried out by the Executive Officer as an elected representative, and not to the Executive Officer's role as Trustee (if that person is also a Trustee).

## **16 Student Trustees**

16.1 Up to four Student Trustees shall be appointed by a simple majority vote of the Board of Trustees from such persons as have been nominated by the Appointments Committee.

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

16.3 Unless their term of office is terminated earlier in accordance with Article 19, Student Trustees shall remain in office for one term of three years or until the end of their course of study whichever shall be the shorter and may not be reappointed.

## **17 External Trustees**

- 17.1 External Trustees shall be appointed as follows:
- a) Up to three External Trustees shall be appointed by a simple majority vote of the Board of Trustees from such persons as have been nominated by the Appointments Committee.
  - b) Up to one External Trustee shall be appointed (and may be removed) by De Montfort University Board of Governors by notice in writing to the Board of Trustees (the “**Board of Governors External Trustee**”).
- 17.2 An External Trustee shall not be:
- (a) A Student, or
  - (b) An employee of DSU or De Montfort University (with the exception of the Board of Governors External Trustee, who may be an employee of De Montfort University).
- 17.3 The Trustees shall choose one External Trustee appointed under Article 17.1(a) to be the Chair of Trustees.
- 17.4 Unless their appointment is terminated earlier in accordance with Article 19, an External Trustee shall be appointed for a term of office of four years, save for the Board of Governors External Trustee who shall be appointed for a term of office of at least one year, and up to four years. De Montfort University will then be requested to make an alternative appointment.
- 17.5 External Trustees may serve for a maximum of two terms in total, whether consecutive or non-consecutive. For the avoidance of doubt, this provision shall not apply to the Board of Governors External Trustee.

## **18 Vacancies**

- 18.1 In the event of a vacancy in its number, the Board must fill it by appointment in accordance with the Bye-Laws. The provisions of Articles 15, 16 or 17 (as the case may be) shall apply to the appointment, save that the Trustee appointed holds office for the remaining portion of the term of office of the Trustee whose vacancy is being filled.
- 18.2 Pending an appointment under Article 18.1, the Board of Trustees may co-opt a person, who would at the time of co-option be eligible for election as an Executive Officer or appointment as a Student Trustee or External Trustee (as the case may be), to fill a vacancy in its number.
- 18.3 A Trustee co-opted under Article 18.2
- (a) holds office until a replacement Trustee is appointed under Article 18.1 or (if longer) for such period as agreed by the Board of Trustees at the time of co-option, subject to a maximum of one year (unless they are subsequently appointed under Article 18.1), and
  - (b) is not prohibited, by reason of co-option, from being elected as an Executive Officer or appointed as a Student Trustee or External Trustee (as the case may be).

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

19.1 The office of a Trustee shall be vacated if:

- (a) 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;
- (b) the Trustee becomes prohibited by law or disqualified under the Charities Act 2011 from being a charity trustee;
- (c) in the case of an Executive Officer, the Trustee ceases to be an elected representative or employee of DSU, howsoever their office or employment ceases;
- (d) in the case of a Student Trustee; the Trustee ceases to be a Student;
- (e) being a Student Trustee or Executive Officer, the Trustee ceases to be a Student Member for any reason (including without limitation where the Trustee is removed from Student Membership in accordance with DSU's disciplinary procedure for Student Members);
- (f) being the Board of Governors External Trustee, the Trustee is removed by the De Montfort University Board of Governors;
- (g) the Trustee resigns by notice to DSU (but only if at least four Trustees will remain in office when the notice of resignation is to take effect);
- (h) the Trustees reasonably believe the Trustee has become physically or mentally incapable of managing their own affairs and they resolve that the Trustee be removed from office;
- (i) 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;
- (j) 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;
- (k) The Trustee is removed from office under Article 19;
- (l) In the case of an External Trustee, they become a Student or an employee of DSU or De Montfort University (with the exception of the Board of Governors External Trustee, who may be an employee of De Montfort University).

## **20 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 sufficient Student Members as specified in the Bye-Laws.

## **21 Suspension of Executive Officers**

When an Executive Officer has been suspended from employment with DSU, that Executive Officer remains a Student Member (unless otherwise determined in accordance with DSU's code of conduct or disciplinary procedure for Student Members) but shall cease to be a Trustee for as long as the period of suspension lasts.

## **22 The Board of Trustees' Powers and General Authority**

22.1 The Board of Trustees is responsible for the management and administration of DSU and (subject to the Education Act 1994, these Articles and the Bye-Laws) may exercise all the powers of DSU that are not reserved to Members.

22.2 The Board's powers under Article 22.1 shall include, but not be limited to, responsibility for:

- (a) the governance of DSU;
- (b) the budget of DSU; and
- (c) the strategy of DSU.

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

- (a) has or may have any financial implications for DSU;
- (b) 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);
- (c) is not or may not be in the best interests of DSU or all or any of its charitable objects; or
- (d) will or may otherwise affect the discharge of any or all of the responsibilities referred to in Article 22.1.

22.4 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.

22.5 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:

- (a) was not properly appointed or co-opted;
- (b) was disqualified from holding office;
- (c) had vacated office; or
- (d) was not entitled to vote.

## **23 Delegation by the Board of Trustees**

23.1 Subject to the Articles, the Board may delegate any of the powers or functions which are conferred on them under the Articles:

- (a) to such person or committee;
- (b) by such means (including by power of attorney);
- (c) to such an extent;
- (d) in relation to such matters or territories; and
- (e) on such terms and conditions

as it thinks fit.

23.2 If the Board so specifies, any such delegation may authorise further delegation of the Board's powers, functions, implementation of decisions or day to day management by any person or committee to whom they are delegated.

23.3 The Board may revoke any delegation in whole or part or alter its terms and conditions.

## **24 Delegation to Committees**

- 24.1 In the case of delegation to committees under Article 23:
- (a) 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);
  - (b) subject to Article 24.3, the composition of any such committee shall be entirely in the discretion of the Board and may comprise such of their number (if any) as the resolution may specify;
  - (c) the deliberations of any such committee shall be reported regularly to the Board and any resolution passed or decision taken by any such committee shall be reported promptly to the Board and for that purpose every committee shall appoint a secretary;
  - (d) no committee shall knowingly incur expenditure or liability on behalf of DSU except where authorised by the Trustees or in accordance with a budget which has been approved by the Trustees.
- 24.2 The Board may establish committees as it sees fit in accordance with its function and Article 23, which shall include an Appointments Committee (the composition of which shall be as set out in the Bye-Laws).
- 24.3 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 DSU except in accordance with a budget which has been approved by the Trustees.
- 24.4 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.
- 25 Chief Executive Officer**
- 25.1 The Board of Trustees shall appoint a Chief Executive Officer for such term, at such remuneration and upon such conditions as the Board of Trustees thinks fit, with responsibility for the day-to-day management of DSU. **Only the Board of Trustees may remove the Chief Executive Officer.**
- 25.2 The Chair shall have line management responsibility for the Chief Executive.
- 26 Board Meetings**
- 26.1 The Board shall hold a minimum of four meetings in any Academic Year.
- 26.2 Guests or observers can attend a meeting of the Board at the discretion of the Chair of that meeting.
- 27 Calling a Board Meeting**
- 27.1 The Chair or any two Trustees may, and the Chief Executive Officer at the request of two Trustees must, call a Board meeting.
- 27.2 A Board meeting shall be called by at least 14 clear days' notice unless either:

- (a) all the Trustees agree; or
- (b) urgent circumstances require shorter notice.

27.3 Every notice calling a Board meeting shall specify:

- (a) the place, day and time of the meeting;
- (b) the general particulars of all business to be considered at such meeting; and
- (c) 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.

27.4 Notice of a Board meeting must be given to each Trustee [and must/but need not] be in writing. Notice of a Board meeting may be sent by Electronic Means to an address provided by the Trustee for that purpose.

## **28 Participation in Board Meetings**

A Board meeting may be held either in person or by suitable Electronic Means, agreed by the Board, by means of which each participant may communicate with all the other participants. In determining whether Trustees are participating in a Board meeting, it is irrelevant where any Trustee is or how they communicate with each other. 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.

## **29 Quorum for Board Meetings**

29.1 At a Board meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

29.2 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.

29.3 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.

## **30 Deputy Chair and Supervising Trustee**

30.1 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 them from office. The role of the Deputy Chair will be to support the Chair and to chair Board meetings in the absence of the Chair. The method of nominating oneself and electing shall be determined by the Chair.

30.2 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.

30.3 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'). The method of nominating oneself and electing shall be determined by the Chair.

**31 Casting Vote**

Questions arising at a Board 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 (unless the Chair of the meeting is not to be counted as participating in the decision-making process for quorum or voting purposes, in accordance with the Articles, in which case the vote shall fail).

**32 Majority Decisions without a Board Meeting**

32.1 The Board may, in the circumstances outlined in this Article, make a simple majority decision without holding a Board meeting. Such a decision may, but need not, take the form of a resolution in writing.

32.2 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 29.

32.3 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:

- (a) 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;
- (b) the nomination of a person to whom all Trustees' votes must be communicated;
- (c) 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.
- (d) the nominated person must prepare a minute of the decision in accordance with Article 45.

32.4 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, in which case the vote shall fail.

**PART 5: TRUSTEE INTERESTS AND MANAGEMENT OF CONFLICT OF INTEREST**

*How Trustees declare and manage any conflicts of interest*

**33 Declaration of interests**

33.1 Subject to Article 34, whenever a Trustee is in a situation that gives rise to, or is reasonably likely to give rise to, a Conflict of Interest, the Trustee must:

- (a) declare the nature and extent of the interest before discussion begins on the matter, unless (or except to the extent that) the other Trustees are or ought reasonably to be aware of it already,

- (b) withdraw from the meeting or discussion for that item after providing any information requested by the other Trustees,
- (c) not be counted in the quorum for that part of the meeting or decision-making process,
- (d) be absent during the vote and have no vote on the matter, and
- (e) comply with any other requirement which the other Trustees resolve is necessary.

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

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

### **34 Board's power to authorise a Conflict of Interest**

34.1 When a Trustee has a Conflict of Interest, the Trustees who do not have a Conflict of Interest (if they form a quorum without counting the Trustee and are satisfied that it is in DSU's best interests to do so) may by resolution passed in the absence of the Trustee permit the Trustee (notwithstanding any Conflict of Interest which has arisen or may arise for the Trustee) to:

- (a) continue to participate in discussions leading to the making of a decision, or to vote, or both,
- (b) disclose to a third party information confidential to DSU,
- (c) take any other action, not otherwise authorised, which does not involve the receipt by the Trustee or a Connected Person of any payment or material benefit from DSU, or
- (d) refrain from taking any step required to remove the conflict.

34.2 A Trustee shall not be accountable to DSU for any benefit which the Trustee may derive from any matter, or from any office, employment or position, which has been authorised by the Trustees in accordance with Article 34.1 (subject to any limits or conditions in the authorisation).

### **35 Register of Trustees' Interests**

The Board must keep a register of Trustees' interests. A Trustee must declare the nature and extent of any interest, direct or indirect, which the Trustee has (and which has not previously been declared) as soon as the interest arises.

### **36 DSU representative of the Universities' Board of Governors**

The Board of Trustees will vote on up to two student representatives from the Executive Officers or Student Trustees to sit on De Montfort University's Board of Governors. At least one of the two student representatives shall be an Executive Officer. The appointment of a student representative shall only be effective when confirmed by the Board of Governors.

## **PART 6: TRUSTEE INDEMNITY**

### **37 Trustee indemnity**

37.1 Without prejudice to any indemnity to which a Trustee may otherwise be entitled, every relevant Trustee shall and every other officer or auditor of DSU may be indemnified out of the assets of DSU:

- (a) against any liability incurred by them in defending any proceedings, whether civil or criminal, in which judgment is given in their favour or in which they are acquitted, or
- (b) 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 DSU, and
- (c) against all costs, charges, losses, expenses or liabilities incurred by them in the execution and discharge of their duties or in relation thereto.

37.2 For the purposes of Article 37.1, a “**relevant Trustee**” means any Trustee or former Trustee of DSU.

### **38 Limitation on Private Benefits**

38.1 The income and property of DSU shall be applied solely towards the promotion of the Objects.

38.2 Except as provided below no part of the income and property of DSU 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 DSU of:

- (a) any payments made to any Company Member in their capacity as a beneficiary of DSU;
- (b) reasonable and proper remuneration to any Company Member for any goods or services supplied to DSU;
- (c) interest on money lent by any Company Member to DSU at a reasonable and proper rate; and
- (d) any reasonable and proper rent for premises let by any Company Member to DSU.

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

- (a) any payments made to any Trustee or Connected Person in their capacity as a beneficiary of DSU;
- (b) reasonable and proper out of pocket expenses of the Trustees;
- (c) reasonable and proper remuneration to any Executive Officer or Connected Person for any goods or services supplied to DSU on the instructions of the Trustees provided that:
  - i. 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 DSU;
  - ii. subject to Article 38.3(c)(i), the authorisation under this provision shall not extend to the service of acting as Trustee;
  - iii. if the person being remunerated is a Trustee the procedure described in Article 33 (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;
  - iv. if the person being remunerated is a Connected Person the procedure described in Article 33 (Conflicts of Interest) must be followed by the relevant Trustee in relation to any decisions regarding such Connected Person;

- v. subject to Article 38.6, 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
  - vi. at all times the provisions of the Education Act are complied with;
- (d) interest on money lent by any Trustee or Connected Person to DSU at a reasonable and proper rate;
  - (e) any reasonable and proper rent for premises let by any Trustee or Connected Person to DSU;
  - (f) reasonable and proper premiums in respect of indemnity insurance effected in accordance with Article 4;
  - (g) any payments made to any Trustee or officer under the indemnity provisions set out at Article 37; and
  - (h) any payments authorised in writing by the Charity Commission.

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

- (a) a Trustee or a Connected Person may receive a benefit from any Subsidiary Company in their capacity as a beneficiary of DSU or of any Subsidiary Company;
- (b) 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;
- (c) 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 38.3(c) 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);
- (d) 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;
- (e) 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;
- (f) any Subsidiary Company may pay reasonable and proper premiums in respect of indemnity insurance for its directors and officers;
- (g) 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;

provided that the affected Trustee may not take part in any decision of the Trustees to approve a benefit under Articles 38.4(c), 38.4(d) or 38.4(e).

38.5 For any transaction authorised by Article 38.3 or Article 38.4 the Trustee's duty (arising under the Companies Act 2006) to avoid a conflict of interest with DSU shall be disapplied provided the relevant provisions of Article 38.3 or Article 38.4 have been complied with.

38.6 Where a vacancy arises on the Board of Trustees with the result that Article 38.3(c) applies to more than half of the Trustees, DSU may continue to pay remuneration to its Executive Officers and any Connected Persons receiving remuneration in accordance with Article

38.3(c) provided that DSU uses all reasonable endeavours to fill the vacancy as soon as possible.

## **PART 7: ENGAGEMENT WITH DE MONTFORT UNIVERSITY AND STUDENTS**

*What obligations DDU Board of Trustees must fulfil by Law to De Montfort University and to its Student Members*

### **39 Engagement with De Montfort University and Students**

39.1 The Board of Trustees must provide such assistance to De Montfort University as is required for De Montfort University to comply with its obligations under the Education Act, including the prompt supply of reports and other information relating to its financial and other material affairs (including the conduct of elections).

## **PART 8: ADMINISTRATIVE ARRANGEMENTS AND GENERAL PROVISIONS**

### **40 Methods of Communication**

40.1 Notices and other documents to be served on Company Members or Trustees under the Articles or the Companies Acts may be served:

- (a) by hand,
- (b) by post, or
- (c) by suitable Electronic Means.

40.2 Notices and other documents to be served on Student Members under the Articles, the Companies Acts or otherwise may be served:

- (a) by hand,
- (b) by post,
- (c) by suitable Electronic Means, or
- (d) by making it available on a website.

40.3 Where a document or information which is required or authorised to be sent or supplied by DSU 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.

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

### **41 Deemed Delivery**

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

41.2 Where any document or information is sent or supplied by DSU to the Company Members:

- (a) 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;
- (b) where it is sent or supplied by Electronic Means, it is deemed to have been received on the same day that it was sent;
- (c) where it is sent or supplied by means of a website, it is deemed to have been received:
  - i. when the material was first made available on the website; or
  - ii. if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.

41.3 Subject to the Companies Act, a Trustee or any other person (other than in their capacity as a Company Member) may agree with DSU 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.

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

- (a) if the document or information has been sent to a Company Member and is notice of a general meeting of DSU, DSU is under no obligation to send a Hard Copy of the document or information to the Company Member's postal address as shown in DSU's register of Company Members, but may in its discretion choose to do so;
- (b) in all other cases, DSU shall send a Hard Copy of the document or information to the Company Member's postal address as shown in DSU'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
- (c) 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.

**42 Exceptions to deemed delivery**

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

42.2 Notices of general meetings need not be sent to a Company Member who does not register an address with DSU or who registers only a postal address outside the United Kingdom or to a Company Member for whom DSU does not have a current address.

**43 Communications to DSU**

The provisions of the Companies Act shall apply to communications to DSU.

**44 Secretary**

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:

- (a) anything authorised or required to be given or sent to, or served on, DSU

by being sent to its Secretary may be given or sent to, or served on, DSU itself, and if addressed to the Secretary shall be treated as addressed to DSU; and

- (b) anything else required or authorised to be done by or to the Secretary of DSU may be done by or to a Trustee, or a person authorised generally or specifically in that behalf by the Trustees.

## **45 Minutes**

45.1 The Trustees shall cause minutes to be made:

- (a) of all appointments of officers made by the Trustees;
- (b) of all resolutions of the Company Members and of the Trustees; and
- (c) 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 DSU, be sufficient evidence of the proceedings.

45.2 The minutes referred to in Article 45.1 must be kept for at least ten years from the date of the meeting, resolution or decision.

## **46 Records and Accounts**

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:

- (a) annual reports;
- (b) annual returns; and
- (c) annual statements of account.

## **47 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.

## **48 Exclusion of Model Articles**

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

## **49 Liability of Company Members**

The liability of each Company Member is limited to £1, being the amount that each Company Member undertakes to contribute to the assets of DSU 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:

- (a) payment of DSU's debts and liabilities contracted before they cease to be a Company Member;
- (b) payment of the costs, charges and expenses of winding up; and
- (c) adjustment of the rights of the contributories among themselves.

**50                    Dissolution**

If any property remains after DSU 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 DSU 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 DSU. The institution or institutions which are to benefit shall be chosen by the Trustees at or before the time of winding up or dissolution.

**PART 9: MEETINGS**

*What and how the governance and function of core meetings take place at DSU.*

**51                    Student Members' meetings**

51.1                DSU shall hold an annual 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 (and may be held virtually for example by video conferencing or through online meeting software or in person or a hybrid of the two). A minimum of 14 days' notice of the annual Student Members' meeting shall be given in such manner as the Trustees may think fit.

51.2                Additional meetings of the Student Members may be held throughout the year. Such meetings shall be called and held in accordance with the Bye-Laws.

51.3                Any Student Members' meetings held under this Article shall not be a general meeting of DSU for the purposes of the Companies Act.

**52                    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. Company Members' meetings may be held virtually (for example by video conferencing or through online meeting software) or in person or a hybrid of the two.

**53                    Length of Notice**

All Company Members' meetings shall be called by either:

- (a) at least 14 clear days' notice; or
- (b) 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.

**54                    Contents of Notice**

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.

**55 Service of Notice**

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

**56 Quorum**

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

56.2 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.

56.3 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.

**57 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.

**58 Attendance by Non-Members**

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

**59 Adjournment**

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

- (a) the meeting consents to an adjournment; or
- (b) 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.
- (c) The chair of the meeting must adjourn a Company Members' meeting if directed to do so by the meeting.

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

- (a) 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

- (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- (c) If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, DSU must give at least seven clear days' notice of it:
- (d) to the same persons to whom notice of Company Members' meetings is required to be given; and
- (e) containing the same information which such notice is required to contain.

59.3 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.

## **60 General Voting at Company Members' meetings**

60.1 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.

60.2 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.

60.3 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.

## **61 Poll**

61.1 A poll on a resolution may be demanded:

- (a) in advance of the Company Members' meeting where it is to be put to the vote; or
- (b) 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.

61.2 A poll may be demanded by:

- (a) the chair of the meeting;
- (b) two or more Company Members; or
- (c) 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.

61.3 A demand for a poll may be withdrawn if:

- (a) the poll has not yet been taken; and
- (b) the chair of the meeting consents to the withdrawal.

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

## **62 Errors and Disputes**

62.1 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.

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

### **63 Proxy Notices**

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

- (a) states the name and address of the Company Member appointing the proxy;
- (b) identifies the person appointed to be that Company Member's proxy and the general meeting in relation to which that person is appointed;
- (c) 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
- (d) is delivered to DSU in accordance with the Articles and any instructions contained in the notice of the general meeting to which they relate.

63.2 DSU may require proxy notices to be delivered in a particular form and may specify different forms for different purposes.

63.3 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.

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

- (a) 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
- (b) 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.

### **64 Amendments to Resolutions**

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

- (a) notice of the proposed amendment is given to DSU 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
- (b) the proposed amendment does not, in the reasonable opinion of the chair of the meeting, materially alter the scope of the resolution.

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

- (a) the chair of the meeting proposes the amendment at the Company Members' meeting at which the resolution is to be proposed; and
- (b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

64.3 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.

### **65 Written Resolutions**

65.1 Subject to this Article 65, a written resolution of the Company Members passed in accordance with this Article 65 shall have effect as if passed by the Company Members at a Company Members' meeting.

- 65.2 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.
- 65.3 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.
- 65.4 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.
- 65.5 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.
- 65.6 A copy of the written resolution must be sent to every Company Member together with a statement informing the Company Member how to signify 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 DSU's auditors in accordance with the Companies Act.
- 65.7 A Company Member signifies their agreement to a proposed written resolution when DSU receives from him or her an authenticated document identifying the resolution to which it relates and indicating their agreement to the resolution provided that:
  - (a) if the document is sent to DSU in Hard Copy Form, it is authenticated if it bears the Company Member's signature; and
  - (b) if the document is sent to DSU 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.
- 65.8 A written resolution is passed when the required majority of eligible Company Members have signified their agreement to it.
- 65.9 A proposed written resolution lapses if it is not passed within 48 days beginning with the circulation date.

**PART 9: DEFINITIONS AND INTERPRETATION**

**66 DEFINED TERMS**

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

<b>Term</b>	<b>Meaning</b>
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<b>"Academic Year"</b>	the period between 1 August in one year to 31 July in the next year determined by DSU 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 DSU;
<b>"Board of Trustees" or "Board"</b>	the board of Trustees of DSU;
<b>"Bye-Laws"</b>	the bye-laws setting out the working practices of DSU made from time to time in accordance with Article 12;
<b>"Chair"</b>	the chair of the Board of Trustees, who shall be an External Trustee appointed pursuant to Article 17.3;
<b>"Chief Executive"</b>	the chief executive of DSU 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>"Companies Act"</b>	means the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to DSU;
<b>"Company Member"</b>	means members of DSU for the purposes of the Companies Act, as defined in Article 8;
<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 30;
<b>"document"</b>	includes, unless otherwise specified, any document sent or supplied in Electronic Form;
<b>"DSU"</b>	De Montfort University Students' Union;
<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>"Executive Officer"</b>	an executive officer of DSU as elected in accordance with Article 15;
<b>"External Trustee"</b>	a Trustee appointed in accordance with Article 17 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 DSU;
<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 DSU 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 DSU;
<b>"Student Members"</b>	current student members of DSU as defined in Article 7. Student Members do not have any rights as members under the Companies Act;
<b>"Student Regulations"</b>	a code of practice issued by De Montfort University as required by section 22(3) of the Education Act;
<b>"Student Trustee"</b>	a Trustee elected in accordance with Article 16 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 DSU 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;
<b>"Trustee" and "Trustees"</b>	the directors of DSU as defined in Article 14;
<b>"writing"</b>	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
<b>"De Montfort University"</b>	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.
66.1	Words importing the singular shall include the plural and vice versa and words importing the masculine shall include the feminine and vice versa.
66.2	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.

66.3 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 DSU.