

**THE COMPANIES ACTS 2006**

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**COMPANY LIMITED BY GUARANTEE AND  
NOT HAVING A SHARE CAPITAL**

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**MEMORANDUM AND  
ARTICLES OF ASSOCIATION  
OF  
KING'S COLLEGE LONDON STUDENTS' UNION**

**Amended March 22<sup>nd</sup> 2018**

The Companies Act 2006

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

**Memorandum of Association of King's College London Students' Union**

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ARTICLES OF ASSOCIATION

OF

KING'S COLLEGE LONDON STUDENTS' UNION

**BACKGROUND**

- A King's College London Students' Union (the "Union") is a students' union within the meaning of the Education Act 1994. The Union is devoted to the educational interests and welfare of its Members.
- B The Union will seek at all times to:
- (i) ensure that the diversity of its Membership is recognised and that equal access is available to all Members of whatever origin or orientation;
  - (ii) pursue its aims and objectives independent of any political party or religious group; and
  - (iii) pursue equal opportunities by taking positive action within the law to facilitate participation of groups discriminated against by society.
- C These Articles have been structured to give the Board of Trustees reasonable authority to manage the affairs of the Union in a professional manner. The Members enjoy the right, which must be exercised in accordance with charity law, to elect a proportion of the Trustees and to dismiss all of the Trustees. The Board of Trustees will give utmost consideration to the views of Members.
- D Under the Education Act 1994 King's College London 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 King's College London in ensuring the affairs of the Union are properly conducted and that the educational and welfare needs of the Union's Members are met.

**PART 1**

## KEY CONSTITUTIONAL PROVISIONS

### 1. Definitions and Interpretation

The meanings of any defined terms used in these Articles are set out in Article 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. Objects

The objects of the Union are the advancement of education of Students at King's College London for the public benefit by:

- 2.1 promoting the interests and welfare of Students at King's College London during their course of study and representing, supporting and advising Students;
- 2.2 being the recognised representative channel between Students and King's College London and any other external bodies; and
- 2.3 providing social, cultural, sporting and recreational activities and forums for discussions and debate for the personal development of its Students.

### 3. Powers

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

- 3.1 provide services and facilities for Members;
- 3.2 establish, support, promote and operate a network of student activities for Members;
- 3.3 support any fundraising activities carried out by Members for charitable causes, including the provision of administrative support, banking facilities and acting as a holding trustee of any funds raised;
- 3.4 alone or with other organisations:
  - 3.4.1 carry out campaigning activities;
  - 3.4.2 seek to influence public opinion; and
  - 3.4.3 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;
- 3.5 provide or procure the provision of advice, counselling and guidance;

- 3.6 write, make, commission, print, publish or distribute materials or information in any medium, or assist in these activities;
- 3.7 promote, initiate, develop or carry out education and training and arrange, provide or assist with exhibitions, lectures, meetings, seminars, displays or classes;
- 3.8 promote, encourage, carry out or commission research, surveys, studies or other work, making the useful results available;
- 3.9 provide or appoint others to provide advice, guidance, representation and advocacy;
- 3.10 enter into contracts to provide services to or on behalf of other bodies;
- 3.11 cooperate with other charities, voluntary bodies, statutory authorities and other bodies and exchange information and advice with them;
- 3.12 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;
- 3.13 become a member, associate or affiliate of or act as trustee or appoint trustees of any other organisation (including without limitation any charitable trust of permanent endowment property held for any of the charitable purposes included in the Union's objects);
- 3.14 undertake and execute charitable trusts;
- 3.15 amalgamate or merge with or acquire or undertake all or any of the property, liabilities and engagements of any body
- 3.16 pay out of the funds of the Union the costs of forming and registering the Union;
- 3.17 accept (or disclaim) gifts of money and any other property;
- 3.18 raise funds by way of subscription, donation or otherwise;
- 3.19 acquire or rent any property of any kind and any rights or privileges in and over property and construct, maintain, alter and equip any buildings or facilities;
- 3.20 dispose of or deal with all or any of its property with or without payment and subject to such conditions as the Trustees think fit (in exercising this power the Union must comply as appropriate with the Charities Act 2011);
- 3.21 borrow or raise and secure the payment of money for any purpose including for the purposes of investment or of raising funds, including charging property as security for the repayment of money borrowed or as security for a grant or the discharge of an obligation (the Union must comply as appropriate with the Charities Act 2011 if it wishes to mortgage land);

- 3.22 make grants or loans of money and give guarantees;
- 3.23 set aside funds for special purposes or as reserves against future expenditure, and impose restrictions, which may be revocable or irrevocable, on the use of any property of the Union, including (without limitation) by creating permanent endowment;
- 3.24 invest and deal with the Union's money not immediately required for its objects in or upon any investments, securities, or property;
- 3.25 delegate the management of investments to an appropriately experienced and qualified Financial Expert provided that:
  - 3.25.1 the investment policy is set down in writing for the Financial Expert by the Trustees;
  - 3.25.2 every transaction is reported in a timely manner to the Trustees;
  - 3.25.3 the performance of the investments is reviewed regularly by the Trustees;
  - 3.25.4 the Trustees are entitled to cancel the delegation at any time;
  - 3.25.5 the investment policy and the delegation arrangements are reviewed regularly;
  - 3.25.6 all payments due to the Financial Expert are on a scale or at a level which is agreed in advance and are notified in a timely manner to the Trustees on receipt; and
  - 3.25.7 the Financial Expert may not do anything outside the powers of the Trustees;
- 3.26 arrange for investments or other property of the Union to be held in the name of a nominee or nominees and pay any reasonable fee required;
- 3.27 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;
- 3.28 open and operate bank 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;
- 3.29 trade in the course of carrying out any of its objects and carry on any other trade which is not expected to give rise to taxable profits;
- 3.30 incorporate and acquire subsidiary companies to carry on any trade;
- 3.31 subject to Article 4 (Limitation on private benefits):
  - 3.31.1 engage and pay employees, consultants and professional or other advisers; and

3.31.2 make reasonable provision for the payment of pensions and other retirement benefits to or on behalf of employees and former employees of the Union and to their spouses and dependents;

3.32 insure the property of the Union against any foreseeable risk and take out other insurance policies as are considered necessary by the Trustees to protect the Union;

3.33 provide indemnity insurance for the Trustees or any other officer of the Union in accordance with, and subject to the conditions in, Section 189 of the Charities Act 2011 (provided that in the case of an officers who is not a Trustee, the second and third references to “charity trustees” in the said Section 189 shall be treated as references to officers of the Charity); and

3.34 do all such other lawful things as may further the Union’s objects.

#### **4. Limitation on private benefits**

4.1 The income and property of the Union shall be applied solely towards the promotion of its objects.

##### *Permitted benefits to Members*

4.2 No part of the income and property of the Union may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any Member. This shall not prevent any payment in good faith by the Union of:

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

4.2.2 reasonable and proper remuneration to any Member for any goods or services supplied to the Union (including services performed by the Member under a contract of employment with the Union), provided that if such Member is a Trustee Articles 6.3, 4.4 and 4.5 shall apply;

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

4.2.4 any reasonable and proper rent for premises let by any Member to the Union; and

4.2.5 any payments to a Member who is also a Trustee which are permitted under Articles 6.3, 4.4 or 4.5

##### *Permitted benefits to Trustees and Connected persons*

4.3 No Trustee may:

4.3.1 sell goods, services or any interest in land to the Union;

4.3.2 be employed by, or receive any remuneration from, the Union; or

4.3.3 receive any other financial benefit from the Union.

unless the payment is permitted by Articles 4.4/5 or authorised by the court or the Charity Commission.

4.4 A Trustee may receive the following benefits from the Union:

4.4.1 a Trustee or a person who is Connected with a Trustee may receive a benefit from the Union in their capacity as a beneficiary of the Union;

4.4.2 a Trustee or a person who is Connected with a Trustee may be reimbursed by the Union for, or may pay out of the Union's property, reasonable expenses properly incurred by them when acting on behalf of the Union;

4.4.3 an Officer Trustee or a person who is Connected with a Trustee may be paid reasonable and proper remuneration for any goods or services supplied to the Union on the instructions of the Trustees provided that:

- (a) for the avoidance of doubt, the authorisation under this provision shall extend to the remuneration of Officer Trustees and persons Connected with a Trustee under contracts of employment with the Union;
- (b) the amount or maximum amount of remuneration is set out in an agreement in writing between the Union and the Sabbatical Trustee or person Connected with a Trustee providing the goods or services (which for the avoidance of doubt may be a contract of employment);
- (c) before entering into the agreement described at Article 4.4.3(b) the Trustees must be satisfied that it would be in the best interests of the Union for the goods or services to be provided by the Sabbatical Trustee or the person Connected with a Trustee for the amount or maximum amount set out in that agreement;
- (d) subject to Article 4.4.3(a), the authorisation under this provision shall not extend to the service of acting as Trustee;
- (e) if the person being remunerated is a Trustee the procedure described in Article 53 (Conflicts of Interest) must be followed in considering the appointment of the Trustee and in relation to any other decisions regarding the remuneration authorised by this provision;
- (f) if the person being remunerated is a person Connected with a Trustee the procedure described in Article 53 (Conflicts of

Interest) must be followed by the relevant Trustee in relation to any decisions regarding such person;

- (g) subject to Article 4.6, this provision [and Article 4.5.3] 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 with that Trustee); and
- (h) at all times the provisions of the Education Act are complied with;

4.4.4 a Trustee or a person who is Connected with a Trustee may receive interest at a reasonable and proper rate on money lent to the Union;

4.4.5 a Trustee or a person who is Connected with a Trustee may receive reasonable and proper rent for premises let to the Union;

4.4.6 the Union may pay reasonable and proper premiums in respect of indemnity insurance effected in accordance with Article 3.33; and

4.4.7 a Trustee or other officer of the Union may receive payment under an indemnity from the Union in accordance with the indemnity provisions set out at Article 63;

provided that where benefits are conferred under Article 4.4, Article 53 (Conflict of interest) must be complied with by the relevant Trustee in relation to any decision regarding the benefit.

### ***Subsidiary Companies***

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

4.5.1 a Trustee or a person who is Connected with a Trustee may receive a benefit from any Subsidiary Company in their capacity as a beneficiary of the Union or of any Subsidiary Company;

4.5.2 a Trustee or a person who is Connected with a Trustee may be reimbursed by any Subsidiary Company for, or may pay out of any Subsidiary Company's property, reasonable expenses properly incurred by them when acting on behalf of any Subsidiary Company;

4.5.3 a Trustee or a person who is Connected with a Trustee may be paid reasonable and proper remuneration by any Subsidiary Company for any goods or services supplied to any Subsidiary Company, with the prior approval of the Trustees, (including services performed under a contract of employment with any Subsidiary Company or otherwise) provided that, subject to Article 4.6, this provision and Article 4.4.3 may not apply to more than half of the Trustees in any financial year (and for these purposes this provision shall be treated as

applying to a Trustee if it applies to a person who is Connected with that Trustee);

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

4.5.5 a Trustee or a person who is Connected with a Trustee may, with the prior approval of the Trustees, received reasonable and proper rent for premises let to any Subsidiary Company;

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

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

provided that the affected Trustee may not take part in any decision of the Trustees to approve a benefit under Articles 4.5.3, 4.5.4 or 4.5.5

4.6 Where a vacancy arises on the Board of Trustees with the result that Articles 4.4.3 and 4.5.3 applies to more than half of the Trustees, the Union may continue to pay remuneration to its Officer Trustees and any person who is Connected with a Trustee who is receiving remuneration in accordance with Articles 4.4.3 or 4.5.3 provided that the Union uses all reasonable endeavours to fill the vacancy as soon as possible.

## **5. Liability of Members**

The liability of each Members is limited to 10p, being the amount that each Member undertakes to contribute to the assets of the Union in the event of its being wound up while they are a Members or within one year after they cease to be a Member for:

5.1 payment of the Union's debts and liabilities contracted before they cease to be a Member;

5.2 payment of the costs, charges and expenses of winding up; and

5.3 adjustment of the rights of the contributories among themselves.

## **6. Dissolution**

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

6.1.1 given or transferred to King's College London, or if King's College London has ceased to exist;

6.1.2 directly for the objects of the Union; or

6.1.2 to any charity or charities:

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

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

6.2 In no circumstances shall the net assets of the Union be paid to or distributed among the Members of the Union under this Article 6

6.3 If no resolution is passed in accordance with Article 6.1, the net assets of the Union shall be applied for such charitable purposes as are directed by the Charity Commission.

## **7. Reviewing and Amending the Articles**

7.1 The King's College London shall be required to review the provisions of these Articles at intervals of not more than five years.

7.2 The approval of the King's College London shall be required for any amendments to the Articles. Such approval not to be unreasonably withheld or delayed.

7.3 In accordance with the Companies Act members may amend these articles by special resolution, which requires to be passed by members representing not less than 75% of the total voting rights of eligible members, and to be proposed as a special resolution.

## **PART 2**

### **MEMBERS**

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

## **8. Becoming a Member**

8.1 the Members shall be as follows:

8.1.1 each and every Student who has not opted out by notifying King's College London or the Union of their wish not to be a member; and

8.1.2 the Officer Trustees

8.1.3 one corporate member – who shall be King's College London

8.2 The names of the Members shall be entered in the register of Members.

8.3 Members shall be entitled to the benefits set out in the Memorandum of Understanding.

## **9. Termination of Membership**

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

9.1 they cease to be a Student. For the avoidance of doubt, this will include the situation where a Member's Student status with King's College London is revoked by King's College London;

9.2 they cease to be a Sabbatical Officer;

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

9.4 a decision is made to remove them from Membership of the Union in accordance with the Union's code of conduct or disciplinary procedure for Members.

### ***ASSOCIATE MEMBERS***

#### **10.1 Associate Members**

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

#### **10.2 Honorary Life Members**

The Trustees may elect to and remove from Honorary Life Membership of the Students' Union such persons as they consider to be fit. An Application for Honorary Life Membership shall be made in the form to be determined by the Trustees from time to time and Honorary Life Membership shall be subject to such rights and obligations as the Trustees consider appropriate. Provided always that such Honorary Life Members shall not be members for the purposes of the Articles or the Act and shall not be entitled to vote on any matter.

### ***CODE OF CONDUCT***

#### **11. Code of Conduct**

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

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

## ***REFERENDUMS***

### **12. Referendums**

12.1 A Referendum may be called on any issue by:

12.1.1 a resolution of the Trustees;

12.1.2 a majority vote of the Student Council; or

12.1.3 subject to Articles 34.1 and 35.2.1 a Secure Petition signed or agreed to by at least 1% of Members.

12.2 Subject to Articles 34.1 and 35.2.1, a resolution may only be passed by Referendum if at least 1000 Members cast a vote in the Referendum and a simple majority of the votes cast are in favour of the resolution

12.3 Referendums shall be conducted in accordance with these Articles and the Bye-Laws.

12.4 The members may set Policy by Referenda. Policy set by Referenda may overturn Campaign Policy set by the Student Council or Campaign Policy set by the members in a Student General Meeting (as defined in the Byelaws) but not Policy set by the members in a Members' meeting (including an Annual General Meeting).

## ***KCLSU MEMBERS' MEETINGS***

### **13. KCLSU Members' meetings known as Members' Meetings**

13.1 Subject to Article 13.2, the Union must hold an annual Members' meeting once in each Academic Year which shall be called and held in accordance with the Bye-Laws. The annual Members' meeting shall be held at such time and place as the Trustees shall think suitable to allow the maximum number of Members to attend.

13.2 If any Academic Year the Union holds a general meeting for the purposes of the Companies Act, it shall not be required to also hold an annual Members' meeting in that Academic Year.

13.3 The Union may call a Members' meeting at any time. Such meetings shall be called and held in accordance with the Bye-Laws.

13.4 Any Members' meeting held under this Article shall not be a general meeting of the Union for the purposes of the Companies Acts. For the avoidance of doubt, Articles 14 to 27 shall not apply to Members' meetings.

## ***ORGANISATION OF GENERAL MEETINGS***

### **14. General meetings**

14.1 The Trustees may call a general meeting at any time. The Trustees must call a general meeting if:

14.1.1 requested to do so by the Members provided such request is signed by at least 5% of Members having the right to attend and vote at general meetings;

14.1.2 required to do so by the Members under the Companies Acts; or

14.1.3 requested to do so by the Student Council provided such request has been approved by a simple majority vote of the Student Council.

## **15. Length of Notice**

All general meetings must be called by either:

15.1 at least 14 clear days' notice; or

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

## **16. Contents of Notice**

16.1 Every notice calling a general meeting shall specify the place, day and time of the meeting, and the general nature of the business to be transacted.

16.2 If a special resolution is to be proposed, the notice must include the proposed resolution and specify that it is proposed as a special resolution.

16.3 In every notice calling a meeting of the Union there must appear with reasonable prominence a statement informing the Member of their rights to appoint another person as their proxy at a meeting.

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

16.4.1 ratification of minutes of the previous annual general meeting;

16.4.2 receiving the report of the Trustees on the Union's activities since the previous annual general meeting;

16.4.3 receiving the accounts of the Union for the previous financial year;

16.4.4 appointment of the auditors and delegation to the Trustees of the setting of the auditors' remuneration (if appropriate);

16.4.5 approving the list of affiliations of the Union; and

16.4.6 open questions to the Trustees by the Members.

16.5 If the Union gives an electronic address in a notice calling a meeting, it will be deemed to have agreed that any document or information relating to proceedings at the meeting may be sent by Electronic Means to that address (subject to any conditions or limitations specified in the notice).

## **17. Service of Notice**

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

## **18. Quorum**

18.1 No business shall be transacted at any meeting unless a quorum is present.

18.2 0.5% of the total membership (represented in person or by proxy) entitled to vote upon the business to be transacted shall be a quorum.

## **19. Chairing general meetings**

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

## **20. Attendance and speaking by Trustees**

20.1 A Trustee may, even if not a Member, attend and speak at any general meeting.

20.2 A patron may, even if not a Member, attend and speak at any general meeting.

20.3 The Chair of the Meeting may permit other persons who are not Members to attend and speak at any general meeting.

## **21. Adjournment**

21.1 The Chair of the Meeting may adjourn a general meeting at which a quorum is present if:

21.1.1 the meeting consents to an adjournment; or

21.1.2 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.

21.2 The Chair of the Meeting must adjourn a general meeting if directed to do so by the meeting.

21.3 When adjourning a general meeting, the Chair of the Meeting must:

21.3.1 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

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

21.4 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:

21.4.1 to the same persons to whom notice of the Union's general meetings is required to be given; and

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

21.5 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

## ***VOTING AT GENERAL MEETINGS***

### **22. Voting: general**

22.1 A resolution put to the vote of a general meeting must be decided on a show of hands (which may be done by means of an Electronic Voting Pad or a similar electronic voting mechanism) unless a poll is duly demanded in accordance with the Articles.

22.2 King's College London shall have the following voting power:

22.2.1 On any vote, whether by show of hand or on a poll or by special resolution, to amend or alter the Articles a vote equal to 26% of the total number of votes cast; and

22.2.2 On every vote other than one to amend or alter the Articles, whether by show of hands or on a poll or by a written resolution, one vote.

22.3 No member may vote on any matter in which he or she is personally interested, pecuniary or otherwise, or debate on such a matter without in either case the permission of the majority of the members present in person or by proxy at the meeting, such permission to be given or withheld without discussion.

22.4 A member in respect of whom an order has been made by any court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder may vote, whether on a show of hands or on a poll, by his or her receiver, curator bonis or other person authorised in that behalf appointed by that court and any such receiver, curator bonis or other person may, on a poll, vote by proxy. Evidence to the satisfaction of the Trustees of the authority of the

person claiming to exercise the right to vote shall be deposited at the office, or at such other place as is specified in accordance with the Articles for the deposit of instruments of proxy, at least 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in default the right to vote shall not be exercisable.

## **23. Votes**

### ***Votes on a show of hands***

23.1 On a vote on a resolution which is carried out by a show of hands, the following persons have one vote each:

23.1.1 each Member present in person; and

23.1.2 (subject to Article 26.8) each proxy present who has been duly appointed by one or more persons entitled to vote on the resolution;

provided that if a person attending the meeting falls within both of the above categories, they are not entitled to cast more than one vote but shall instead have a maximum of one vote.

### ***Votes on a Poll***

23.2 On a vote on a resolution which is carried out by a poll, the following persons have one vote each:

23.2.1 every Member present in person; and

23.2.2 every Member present by proxy (subject to Article 26.8)

### ***General***

23.3 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 casting vote in addition to any other vote the Chair of the Meeting may have.

## **24. Errors and disputes**

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

24.2 Any such objection must be referred to the Chair of the Meeting whose decision is final.

## **25. Poll**

25.1 A poll on a resolution may be demanded:

25.1.1 in advance of the general meeting where it is to be put to the vote; or

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

25.2 A poll may be demanded by:

25.2.1 the Chair of the Meeting;

25.2.2 the Trustees;

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

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

25.2.5 a person or persons representing not less than one tenth of the total voting rights of all the members having the right to vote on the resolution.

25.3 A demand for a poll may be withdrawn if:

25.3.1 the poll has not yet been taken; and

25.3.2 the Chair of the Meeting consents to the withdrawal.

### ***Procedure on a poll***

25.4 Subject to the Articles, polls at general meetings must be taken when, where and in such manner as the Chair of the Meeting directs.

### ***Results***

25.5 The Chair of the Meeting may appoint scrutineers (who need not be Members) and decide how and when the result of the poll is to be declared.

25.6 The result of a poll shall be the decision of the meeting in respect of the resolution on which the poll was demanded.

### ***Timing***

25.7 A poll on:

25.7.1 the election of the Chair of the Meeting; or

25.7.2 a question of adjournment;

must be taken immediately.

25.8 Other polls must be taken within 30 days of their being demanded.

25.9 If a poll is demanded the meeting may continue to deal with any other business that may be conducted at the meeting.

***Notice***

25.10 No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded.

25.11 In any other case, at least 7 days' notice must be given specifying the time and place at which the poll is to be taken.

## **26. Proxies**

### ***Power to appoint***

26.1 A Member is entitled to appoint another person as their proxy to exercise all or any of their rights to attend and speak and vote at a general meeting of the Union. A proxy must vote in accordance with any instructions given by the Member by whom the proxy is appointed.

### ***Manner of appointment***

26.2 Proxies may only validly be appointed by a notice in writing (a “proxy notice”) which:

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

26.2.2 confirm the Chair of the meeting to be the person appointed to be that Member’s proxy and the general meeting in relation to which that person is appointed;

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

26.2.4 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.

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

26.4 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.

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

26.5.1 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

26.5.2 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.

### ***Delivery of Proxy Notices***

26.6 The Proxy Notification Address in relation to any general meeting is:

26.6.1 the registered office of the Union; or

26.6.2 any other address or addresses specified by the Union as an address at which the Union or its agents will receive proxy notices relating to that meeting, or any adjournment of it, delivered in Hard Copy Form or Electronic Form; or

26.6.3 any electronic address falling within the scope of Article 26.7

26.7 If the Union gives an electronic address:

26.7.1 in a notice calling a meeting;

26.7.2 in an instrument of proxy sent out by it in relation to the meeting; or

26.7.3 in an invitation to appoint a proxy issued by it in relation to the meeting;

it will be deemed to have agreed that any document or information relating to proxies for that meeting may be sent by Electronic Means to that address (subject to any conditions or limitations specified in the notice). In this Article 26.7, documents relating to proxies include the appointment of a proxy in relation to a meeting, any document necessary to show the validity of, or otherwise relating to, the appointment of a proxy, and notice of the termination of the authority of a proxy.

### ***Attendance of Member***

26.8 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice had been delivered to the Union by or on behalf of that person. If the person casts a vote in such circumstances, any vote cast by the proxy appointed under the proxy notice is not valid.

### ***Timing***

26.9 Subject to Articles 26.10 and 26.11, a proxy notice must be received at a Proxy Notification Address not less than 24 hours before the general meeting or adjourned meeting to which it relates.

26.10 In the case of a poll taken more than 48 hours after it is demanded, the proxy notice must be received at a Proxy Notification Address not less than 24 hours before the time appointed for the taking of the poll.

26.11 In the case of a poll not taken during the meeting but taken not more than 48 hours after it was demanded, the proxy notice must be:

26.11.1 received in accordance with Article 26.9; or

26.11.2 given to the Chair of the Meeting, Secretary (if any) or any Trustee at the meeting at which the poll was demanded.

### ***Interpretation***

26.12 Saturdays, Sundays and Public Holidays are not counted when calculating the 48 hours and 24 hour periods referred to in this Article 26.

### ***Revocation***

26.13 An appointment under a proxy notice may be revoked by delivering a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given to a Proxy Notification Address.

26.14 A notice revoking the appointment of a proxy only takes effect if it is received before:

26.14.1 the start of the meeting or adjourned meeting to which it relates; or

26.14.2 (in case of a poll not taken on the same day as the meeting or adjourned meeting) the time appointed for taking the poll to which it relates.

### ***Execution***

26.15 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

## **RESOLUTIONS**

### **27. Written Resolutions**

The Members may pass resolutions as written resolutions in accordance with the Companies Acts.

## **PART 3**

## **TRUSTEES**

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

### **28. Appointment of Trustees**

The Trustees shall be made up of the following persons:

28.1 not more than six Officer Trustees, elected in accordance with Article 29;

28.2 not more than four Student Trustees, elected in accordance with Article 30; and

28.3 not more than four Lay Trustees, appointed in accordance with Article 31.

### **29. Officer Trustees**

29.1 Officer Trustees shall be elected by secret ballot by the Student Members at an election to be held in accordance with the Bye-Laws. The Officer Trustees shall be elected to posts specified in the Bye-Laws.

29.2 The Officer Trustees shall remain in office for a term of one year commencing in accordance with the Bye-Laws. The term of office may be shorter or longer on a transitional basis to coincide with an alteration of the year start or end. Subject

to a transitional change in the year of office, an Officer Trustee may be re-elected for a maximum further term of one year by the Members at an election to be held in accordance with the Bye-Laws. For the avoidance of doubt an Officer Trustee's terms of office may be either consecutive or non-consecutive.

29.3 Each Officer Trustee must be a Student or a Sabbatical Officer at the time of their election. In accordance with Article 8, each Officer Trustee shall become a Member on commencement of their appointment or re-appointment as an Officer Trustee. Such Membership shall cease when the Officer Trustee ceases to be an Officer Trustee.

29.4 The Officer Trustees shall be deemed to be "major union office holders" for the purposes of section 22 of the Education Act.

29.5 At the same time as commencing the term of office as an Officer Trustee, the Officer Trustee will enter into a contract of employment with the Union for a term to be determined by the Bye-Laws. The duties and method of remuneration of each Officer Trustee shall be as set out in the Bye-Laws.

### **30. Student Trustees**

30.1 Subject to Article 30.2 below, Student Trustees shall be elected by secret ballot by the Members at an election to be held in accordance with the Bye-Laws.

30.2 Each Student Trustee must be a Student at the time of their election and for the duration of their term as a Student Trustee.

30.3 Student Trustees shall remain in office for a term of one year commencing in accordance with the Bye-Laws. The term of office may be shorter or longer on a transitional basis to coincide with the alteration of the year start or end.

30.4 A Student Trustee may serve a maximum of two consecutive terms.

### **31. Lay Trustees**

31.1 Lay Trustees shall be appointed by a simple majority vote of the Appointments and Transitions Committee provided that the appointment of each Lay Trustee is ratified by a 75% majority vote of the Student Council or delegated group of elected students. For the avoidance of doubt, such appointment shall not take effect until it has been ratified by the Student Council.

31.2 Lay Trustees shall remain in office for a term of up to four years commencing in accordance with the Bye-Laws.

31.3 Lay Trustees may serve for a maximum of two terms which may either be consecutive or non-consecutive.

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

The office of a Trustee shall be vacated if:

32.1 they cease to be a company director by virtue of any provision of the Companies Act 2006 or are prohibited from being a company director by law;

32.2 they are disqualified under the Charities Act 2011 from acting as a trustee of a charity;

32.3 in the case of a Officer Trustee, they cease to be a Sabbatical Officer or an employee of the Union;

32.4 in the case of a Student Trustee, they cease to be a Student;

32.5 in the case of an Officer Trustee or a Student Trustee, they are removed from Membership of the Union in accordance with the Union's code of conduct or disciplinary procedure for Members.

32.6 they resign by notice in writing to the Union (but only if at least two Trustees will remain in office when the notice of resignation is to take effect);

32.7 the Trustees reasonably believe the Trustee has become physically or mentally incapable of managing their own affairs and they resolve that the Trustee be removed from office;

32.8 they fail to attend three consecutive meetings of the Trustees and in the opinion of the Trustees there are no mitigating circumstances for that failure and the Trustees therefore resolve that they be removed for this reason; or

32.9 they are removed from office under Articles 33 or 34.

### **33. Removal of Trustees by the Members**

The office of a Trustee shall be vacated if:

33.1 a motion of no confidence in the Trustee is passed by a simple majority of the Members voting in a Referendum; or

33.2 a non-binding resolution of no confidence in the Trustee is passed by the members at a General Meeting which has invited his or her views and considered the matter in light of such views and this is ratified by the Trustees;

### **34. Removal of Lay Trustees by the Board**

34.1 The office of a Lay Trustee shall be vacated if a two-thirds majority resolution of no confidence in the Trustee is passed by the Trustees. For the avoidance of doubt, the Trustee concerned and any Trustee who has a conflict of interest in relation to the matter shall not vote on this resolution and the quorum shall be adjusted accordingly in accordance with Article 49.

34.2 If they are a non-student trustee (Lay Trustee) the removal should be by a resolution to that effect passed by at least a two-thirds majority of the Trustees.

34.3 If they are an Elected Trustee the removal should be by a two-thirds majority of the Elected Trustees.

### **35. Removal of Elected Officers**

An Elected Officer shall be removed from office if they:

35.1 resign or die;

35.2 are removed from office as an Elected Officer by;

35.2.1 in accordance with the Bye-Laws, a motion of no confidence in the Elected Officer passed by a simple majority of the Members voting in a Referendum; or

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

### **36. Replacement of Trustees**

36.1 If an Officer Trustee resigns, is disqualified or is removed from office at any time, prior to the commencement of the Academic Year, the vacancy that results on the Board of Trustees shall be filled in accordance with the Bye-Laws.

36.2 If an Officer Trustee resigns, is disqualified or is removed from office after the commencement of the Academic Year ("the Outgoing Officer Trustee") the vacancy shall be filled in accordance with the Bye-Laws. Any person elected under this Article may be required to assume the responsibilities of the Outgoing Officer Trustee.

36.3 If a Student Trustee resigns, is disqualified or is removed from office, a Student Trustee may be elected to the vacancy in accordance with Article 30.1.

36.4 If a Lay Trustee resigns, is disqualified or removed from office, a Lay Trustee shall be appointed to the vacancy in accordance with Article 31.1.

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

### **37. Trustee's general authority**

37.1 The Board of Trustees is 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.

37.2 The Board's powers under Article 37.1 shall include but not be limited to responsibility for:

37.2.1 the governance of the Union;

37.2.2 the budget of the Union; and

37.2.3 the strategy of the Union.

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

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

37.3.2 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);

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

37.3.4 will or may otherwise affect the discharge of any or all of the responsibilities referred to in Article 37.2.

37.4 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.

37.5 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:

37.5.1 was not properly appointed;

37.5.2 was disqualified from holding office;

37.5.3 had vacated office; or

37.5.4 was not entitled to vote.

### **38. Expenses of Trustees**

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

### **39. Trustees may delegate**

39.1 Subject to the Articles, the Trustees may delegate any of their powers or functions to any committee.

39.2 Subject to the Articles, the Trustees may delegate the implementation of their decisions or day to day management of the affairs of the Union to any person or committee.

39.3 Any delegation by the Trustees may be:

39.3.1 by such means;

39.3.2 to such an extent;

39.3.3 in relation to such matters or territories; and

39.3.4 on such terms and conditions

as they see fit.

39.4 The Trustees may authorise further delegation of the relevant powers, functions, implementation of decisions or day to day management by any person or committee to whom they are delegated.

39.5 They Trustees may revoke any delegation in whole or in part, or alter its terms and conditions.

39.6 The Trustees may by power of attorney or otherwise appoint any person to be the agent of the Union for such purposes and on such conditions as they determine.

## **40. Committees**

40.1 In the case of delegation to committees:

40.1.1 the resolution making the delegation must 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);

40.1.2 subject to Article 40.3, the composition of any committee shall be entirely in the discretion of the Trustees and may include such of their number (if any) as the resolution may specify;

40.1.3 the deliberations of any committee must be reported regularly to the Trustees and any resolution passed or decision taken by any committee must be reported promptly to the Trustees and every committee must appoint a secretary for that purpose;

40.1.4 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.

40.2 The Trustees must establish the following committees (which is a non-exhaustive list) in accordance with their powers under Articles 39 and 40.1:

40.2.1 Appointments and Transitions Committee;

40.2.2 Audit and Risk Committee;

40.2.3 HR Committee;

40.2.4 Governance and Policy Committee; and

40.2.5 Performance Committee.

40.3 For the avoidance of doubt, the Trustees may (in accordance with Articles 39 and 40.1) delegate all financial matters to any committee provided that such committee shall include at least one Trustee. The Trustees may empower such committee to resolve upon the operation of any bank account according to such mandate as it shall think fit provided that the signature or agreement 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.

40.4 The meetings and proceedings of any committee shall be governed by the Articles regulating the meetings and proceedings of the Trustees so far as they apply and are not superseded by any Bye-Laws.

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

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

41.1 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;

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

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

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

## ***DECISION-MAKING BY TRUSTEES***

### **42. 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 52 (Majority decisions without a meeting).

### **43. Trustees' meetings**

43.1 The Trustees must hold a minimum of four meetings in each Academic Year.

43.2 Guests or observers can attend meetings of the Trustees at the discretion of the Chair of the Meeting. Guest or observers will not be allowed to attend any closed business of the Trustee Board.

### **44. Calling a Trustees' Meeting**

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

### **45. Length of Notice**

A Trustee's meeting must be called by at least seven clear days' notice unless either:

45.1 all the Trustees agree; or

45.2 urgent circumstances require shorter notice.

### **46. Contents of Notice**

Every notice calling a Trustees' meeting must specify:

46.1 the place, day and time of the meeting;

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

46.3 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.

### **47. Service of Notice**

Notice of Trustees' meetings must be given to each Trustee, and must be in writing. Notice of Trustees' meetings may be sent by Electronic Means to an address provided by the Trustee for the purpose.

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

48.1 Subject to the Articles, Trustees participate in a Trustees' meeting, or part of a Trustees' meeting, when:

- (a) the meeting has been called and takes place in accordance with the Articles; and
- (b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting (for example via telephone or video conferencing).

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

48.3 If all the Trustees participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

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

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

49.2 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 five. Unless otherwise fixed, the quorum shall be five and such quorum must include a majority of Elected Trustees over Non-Student Trustees. Where the resolution or issue under discussion concerns a matter in respect of which some or all of the Trustees have a conflict of interest the quorum shall be three.

49.3 If the total number of Trustees for the time being is less than the quorum required, the Trustees must not take any decisions other than a decision to increase the number of Trustees including by calling a general meeting or election so as to enable the Members to elect further Trustees.

#### **50. Chair and Deputy Chair**

50.1 The President shall be the Chair of the Trustees.

50.2 The Trustees must appoint a Trustee 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.

50.3 The Chair or, in their absence, the Deputy Chair shall preside as Chair of the Meeting. In the absence of the Chair and the Deputy Chair, another Trustee appointed by the Trustees present shall preside as Chair of the Meeting.

#### **51. Casting vote**

51.1 If the numbers of votes for and against a proposal at a Trustees' meeting are equal, the Chair of the Meeting has a casting vote in addition to any other vote the Chair may have.

51.2 Article 51.1 does not apply if, in accordance with the Articles, the Chair of the Meeting is not to be counted as participating in the decision-making process for quorum or voting purposes.

## **52. Majority decisions without a meeting**

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

52.2 If:

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

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

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

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

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

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

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

52.3.2 may communicate with each other by any means.

52.4 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 49.

52.5 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:

52.5.1 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;

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

52.5.3 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; and

52.5.4 the nominated person must prepare a minute of the decision in accordance with Article 58 (Minutes).

52.6 In the case of an equality of votes in any decision-making process in accordance with this Article, the chair shall be entitled to a casting vote in addition to any other vote the chair 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 or voting purposes.

### **53. Conflicts of interest**

#### ***Declaration of interests***

53.1 Unless Article 53.2 applies, a Trustee must declare the nature and extent of:

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

53.1.2 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.

53.2 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***

53.3 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.

53.4 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:

53.4.1 the decision could result in the Trustee or any person who is Connected receiving a benefit other than:

- (a) any benefit received in their capacity as a beneficiary of the Union (as permitted under Article 4.4.1) 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 3.33;
- (c) payment under the indemnity set out at Article 63; and
- (d) reimbursement of expenses in accordance with Article 4.4.2; or

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

in which case the Trustee must comply with Article 53.5.

53.5 If a Trustee with a conflict of interest or conflict of duties is required to comply with this Article 53.5, they must:

53.5.1 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;

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

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

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

53.6 Where a Trustee or person who is Connected with them has a conflict of interest or conflict of duties and the Trustee has complied with their obligations under these Articles in respect of that conflict:

53.6.1 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 them; and

53.6.2 the Trustee shall not be accountable to the Union for any benefit expressly permitted under these Articles which they or any person Connected with them derives from any matter or from any office, employment or position.

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

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

## PART 5

### ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS PROVISIONS

#### 55. Bye-Laws

The Trustees and the Student Council shall have the power from time to time to jointly 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.

#### 56. Communications by and to the Students' Union

##### *Methods of communication*

56.1 Subject to the Articles and the Companies Acts, any document or information (including any notice, report or accounts) to be sent or supplied by the Union under the Articles or the Companies Acts may be sent or supplied in anyway 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:

56.1.1 in Hard Copy Form;

56.1.2 in Electronic Form; or

56.1.3 by making it available on a website.

56.2 Where a document or information which is required or authorized to be sent or supplied by the Union under the Companies Acts is sent or supplied in Electronic Form or by making it available on a website, the recipient must have agreed 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.

56.3 Where a document or information which required or authorised to be sent or supplied by the Union under the Companies Acts is sent or supplied by making it available on a website, the Union must notify the recipient that the document or information is available on the website in accordance with the Companies Acts.

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

##### *Deemed Delivery*

56.5 A member present in person or by proxy at any meeting of the Union shall be deemed to have received notice of the meeting and the purposes for which it was called.

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

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

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

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

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

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

56.7 Subject to the Companies Acts, a Trustee or any other person (other than in their capacity as a Member) may agree with the Union that notices or documents sent to that person in a particular way are deemed to have been received within a specified time, and for the specified time to be less than 48 hours.

### ***Failed delivery***

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

56.8.1 if the document or information has been sent to a Member or Trustee 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 Member's or Trustee's postal address as shown in the Union's register of Members or Trustees, but may in its discretion choose to do so.

56.8.2 in all other cases, the Union shall send a Hard Copy of the document or information to the Member's postal address as shown in the Union's register of Members (if any), or in the case of a recipient who is not a Members, to the last known postal address for that person (if any); and

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

### ***Exceptions***

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

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

### ***Communications to the Union***

56.11 The provisions of the Companies Acts shall apply to communications to the Union.

## **57. Secretary**

57.1 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:

57.1.1 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 Students' Union; and

57.1.2 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.

## **58. Minutes**

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

58.1.1 of all appointments of officers made by the Trustees;

58.1.2 of all resolutions of the Union and of the Trustees (including, without limitation, decisions of the Trustees made without a meeting); and

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

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

58.2 The minutes referred to in Article 58.1 above must be kept for at least ten years from the date of the meeting, resolution or decision.

58.3 The minutes of the meetings referred to in Article 58.1 above shall normally be considered open and shall be available to the Members on the Union's website, except where those minutes relate to any reserved or confidential matters, including without limitation staff-related or disciplinary matters. Copies of the minutes shall also be kept in the Union's offices.

## **59. Records and accounts**

59.1 The Trustees shall comply with the requirements of the Companies Acts and of the Charities Act 2011 as to maintaining a Members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commission of:

59.1.1 annual reports;

59.1.2 annual returns; and

59.1.3 annual statements of account.

59.2 The Members have the right to ask the Trustees questions in writing about the content of any documents referred to in Articles 59.1

## **60. 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.

## **61. Patrons**

The Trustees may appoint and remove any individual(s) as patron(s) of the Union and on such terms as they shall think fit. A patron shall have the right to be given notice of, to attend and speak (but not vote) at any general meeting or Members' meeting of the Union as if a Member and shall also have the right to receive accounts of the Union when available to Members.

## **62. Exclusion of model articles**

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

## ***TRUSTEES' INDEMNITY***

## **63. Indemnity**

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

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

#### **64. Defined terms**

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

|        | <b>Term</b>                                   | <b>Meaning</b>   |
|--------|---|--|
| 64.1.1 | <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 King’s College London. Each Academic Year is for the time being divided into three semesters; |
| 64.1.2 | <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   |
| 64.1.3 | <b>Appointments and Transitions Committee</b> | the committee set up in accordance with the Bye-Laws   |
| 64.1.4 | <b>Articles</b>                               | these articles of association of the Union   |
| 64.1.5 | <b>Board of Trustees or Board</b>             | the board of the Trustees of the Union   |
| 64.1.6 | <b>Bye-Laws</b>                               | the bye-laws settings out the working practices of the Union made from time to time in accordance with Article 55  |
| 64.1.7 | <b>Chair</b>                                  | the chair of the Board of Trustees, who shall be the President in accordance with Article 50.1   |
| 64.1.8 | <b>Chair of the Meeting</b>                   | in the case of general meetings means the person chairing the meeting in accordance with Article 19 and in the case of Trustees; meetings means  |

|         |                        |  |
|---------|------------------------|--|
|         |                        | the person chairing the meeting in accordance with Article 50  |
| 64.1.9  | <b>Chief Executive</b> | the chief executive of the Union who is appointed by the Board of Trustees   |
| 64.1.10 | <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   |
| 64.1.11 | <b>Companies Acts</b>  | means the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Union   |
| 64.1.12 | <b>Connected</b>       | <p>in relation to a Trustee means any person falling within any of the following categories:</p> <ul style="list-style-type: none"> <li>(a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a Trustee; or</li> <li>(b) the spouse of civil partner of any person in (a); or</li> <li>(c) any other person in a relationship with a Trustee which may be reasonably regarded as equivalent to such a relationship as in mentioned at (a) or (b); or</li> <li>(d) any company, partnership or firm of which a Trustee is a paid director, member, partner or employee, or shareholder holding more than 1% of the capital</li> </ul> |
| 64.1.13 | <b>Deputy Chair</b>    | the deputy chair of the Board of Trustees, who shall be appointed in accordance with Article 50.2  |
| 64.1.14 | <b>document</b>        | includes summons, notice, order or other legal process and includes, unless otherwise specified, any document sent or supplied in Electronic Form  |
| 64.1.15 | <b>Education Act</b>   | the Education Act 1994   |

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|---------|---|--|
| 64.1.16 | <b>Effective Date</b>                       | the date on which the undertaking previously carried on by the Unincorporated Charity is transferred to the Union  |
| 64.1.17 | <b>Elected Officers</b>                     | the Officer Trustees ('sabbatical officers') and Part-Time Officers (including elected Student Council Representatives)  |
| 64.1.18 | <b>Electronic Form and Electronic Means</b> | have the meanings respectively given to them in Section 1168 of the Companies Act 2006   |
| 64.1.19 | <b>Financial Expert</b>                     | an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2006   |
| 64.1.20 | <b>Hard Copy and Hard Copy Form</b>         | have the meanings respectively given to them in the Companies Act 2006   |
| 64.1.21 | <b>Kings College London</b>                 | Kings' College London, founded by Royal Charter granted on 14 August 1823 as amended 1 April 1980 or its successor.  |
| 64.1.22 | <b>Lay Trustee</b>                          | a Trustee appointed in accordance with Article 31.1 who for the avoidance of doubt shall not be deemed to be either a major union office holder or a sabbatical union office holder for the purposes of section 22 of the Education Act 1994 |
| 64.1.23 | <b>Members</b>                              | members of the Union as defined in Article 8 and being from the Effective Date Students as King's College London as further defined in Article 64.1.1 and the Officer Trustees   |
| 64.1.24 | <b>Memorandum of Understanding</b>          | the code of practice relating to Kings' College London's obligations under Section 22 of the Education Act   |
| 64.1.25 | <b>Policy or campaign policy</b>            | statement(s) of representative and campaigning policy set by Referenda, KCLSU Members Meetings, general meetings or Student Council;   |
| 64.1.26 | <b>President</b>                            | the president of the Union, as elected by the Members in accordance with the Bye-Laws  |
| 64.1.27 | <b>Public Holiday</b>                       | Christmas Day, Good Friday and any day that is a bank holiday under the Banking and Financial  |

|         |  |   |
|---------|--|---|
|         |  | Dealings Act 1971 in the part of the United Kingdom where the Union is registered   |
| 64.1.28 | <b>Referendum</b>                              | a ballot in which all Members are entitled to cast a vote, the protocol for which shall be set out in the Bye-Laws  |
| 64.1.29 | <b>Resolution</b>                              | unless otherwise stated is an ‘ordinary resolution’ in accordance with the Companies Act. If specified as a ‘special resolution’ this requires at least 75% of the votes cast by members eligible to vote in favour of it in order to pass. Where no ‘special resolution’ is required, an ‘ordinary resolution’ may be passed with a simple majority – more than 50% - of the votes cast. |
| 64.1.30 | <b>Sabbatical Officers or Officer Trustees</b> | the individuals elected in accordance with Article 29 (each of whom is a ‘major union office holder’ for the purposes of section 22 of the Education Act).  |
| 64.1.31 | <b>Secure Petition</b>                         | a written request to the Union which shall be fixed in a pre-arranged place or places to held securely on-line  |
| 64.1.32 | <b>Student</b>                                 | any individual who is formally registered for an approved programme of study provided by King’s College London. For the avoidance of doubt, King’s College London shall determine whether or not an individual has Student status   |
| 64.1.33 | <b>Student Council</b>                         | the collective term for students elected by and from Students constituted in accordance with these Articles and Bye-Laws of the Union   |
| 64.1.34 | <b>Student Trustee</b>                         | a Trustee elected in accordance with Article 30.1 who is a Students 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  |
| 64.1.35 | <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   |
| 64.1.36 | <b>Trustees</b>                                | the directors of the Union as defined in Article 28   |

|         |                |   |
|---------|----------------|---|
| 64.1.37 | <b>Union</b>   | Kings College London Students' Union  |
| 64.1.38 | <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 |

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

64.3 Subject to Article 64.4, any reference in these Articles to an enactment , includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it.

64.4 Unless the context otherwise requires, other words or expressions contained in the 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.