

The Companies Acts 1985 to 2006

Company Limited by Guarantee and not having a Share Capital

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**Articles of Association**  
**of**  
Leeds Beckett Students' Union

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**Approved by:**

Students' Union Governance and Nominations Committee: 27<sup>th</sup> February 2014

Students' Union Board of Trustees: 11<sup>th</sup> March 2014

University Board of Governors: 18<sup>th</sup> July 2014

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## **Articles of Association of Leeds Beckett Students' Union**

### **BACKGROUND**

- A. Leeds Beckett Students' Union ("the Union") is a students' union within the meaning of the Education Act 1994 ("the Education Act"). The Union is devoted to the educational interests and welfare of its Student Members.
- B. The Union will seek at all times to:
  - (a) ensure that the diversity of its student membership is recognised and that equal access is available to all Student Members of whatever origin or orientation;
  - (b) pursue its aims and objectives independent of any political party or religious group; and
  - (c) pursue equal opportunities by taking positive action within the law to facilitate participation of groups discriminated against by society.
- C. These Articles have been structured to give the Board of Trustees reasonable authority to manage the affairs of the Union in a professional manner. The Student Members enjoy the right, which shall be exercised in accordance with charity law, to elect a proportion of the Trustees. The Board of Trustees will give the utmost consideration to the views of Student Members.
- D. Under the Education Act, Leeds Beckett University ("the University") has a statutory duty to ensure that the Union operates in a fair and democratic manner and is held to proper account for its finances. The Union therefore works alongside the University in ensuring that the affairs of the Union are properly conducted and that the educational and welfare needs of the Union's Student Members are met.

## **PART 1**

### **KEY CONSTITUTIONAL PROVISIONS**

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

The meanings of any defined terms used in these Articles are set out in Article 60 (Defined Terms). If any dispute arises in relation to the interpretation of these Articles or any of the Bye-laws, it shall be resolved by the Board of Trustees.

#### **2. Name**

The name of the company is Leeds Beckett Students' Union. In these Articles it is called "the Union".

#### **3. Registered Office**

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

#### **4. Objects**

4.1 The advancement of education of the students of the University for the public benefit by:

4.1.1 providing the recognised representative channel between the Student Members and the University, and between the Student Members and any other body;

4.1.2 promoting the welfare, wellbeing, and interest of students through representation, advocacy and guidance;

4.1.3 enhancing the experience of students at the University through including the provision of cultural, educational, social, recreational, developmental, and sporting opportunities and facilities;

4.1.4 representing the views and interests of students within the University and the wider community;

4.1.5 fostering the values of democracy, openness, inclusivity, and tolerance among the students; and

4.1.6 furthering all such objects as are charitable in law which are incidental to or conducive to the foregoing objects.

#### **5. Powers**

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

- 5.1.1 provide services and facilities for Student Members;
- 5.1.2 establish, support, promote and operate a network of student activities for Student Members;
- 5.1.3 support any RAG or similar fundraising activities carried out by its Student Members for charitable causes, including the provision of administrative support, banking facilities and acting as a holding trustee of any funds raised;
- 5.1.4 alone or with other organisations:
  - (a) carry out campaigning activities;
  - (b) seek to influence public opinion; and
  - (c) make representations to, and seek to influence, governmental and other bodies and institutions regarding the reform, development and implementation of appropriate policies, legislation and regulations, provided that all such activities shall be confined to the activities which an English and Welsh charity may properly undertake and provided that the Union complies with the Education Act and any guidance published by the Charity Commission;
- 5.1.5 write, make, commission, print, publish or distribute materials or information or assist in these activities;
- 5.1.6 promote, initiate, develop or carry out education and training and arrange, provide or assist with exhibitions, lectures, meetings, seminars, displays or classes;
- 5.1.7 promote, encourage, carry out or commission research, surveys, studies or other work and publish the useful results;
- 5.1.8 provide, or appoint others to provide, advice, guidance, representation and advocacy;
- 5.1.9 co-operate with other charities and bodies and exchange information and advice with them;
- 5.1.10 become a member, affiliate or associate of other charities and bodies;
- 5.1.11 support, set up or amalgamate with other charities with objects identical or similar to the Union's objects, and act as or appoint trustees, agents, nominees or delegates to control and manage such charities (including without limitation to act as trustee of any charitable trust of permanent

endowment property held for any of the charitable purposes included in the Union's objects);

- 5.1.12 purchase or acquire all or any of the property, assets, liabilities and engagements of any charity with objects similar to the Union's objects;
- 5.1.13 pay out of the funds of the Union the costs of forming and registering the Union;
- 5.1.14 raise funds and invite and receive contributions from any person provided that the Union shall not carry out any taxable trading activities in raising funds;
- 5.1.15 borrow and raise money on such terms and security as the Union may think suitable including for the purposes of investment or of raising funds (but only in accordance with the restrictions imposed by the Charities Act 1993);
- 5.1.16 purchase, lease, hire or receive property of any kind, including land, buildings and equipment, and maintain and equip it for use;
- 5.1.17 sell, manage, lease, mortgage, exchange, dispose of, or deal with, all or any of its property (but only in accordance with the restrictions imposed by the Charities Act 1993);
- 5.1.18 make grants or loans of money and give guarantees;
- 5.1.19 set aside funds for special purposes or as reserves against future expenditure;
- 5.1.20 invest and deal with the Union's money not immediately required for its objects in or upon any investments, securities, or property;
- 5.1.21 delegate the management of investments to an appropriately experienced and qualified Financial Expert provided that:
  - (a) the investment policy is set down in writing for the Financial Expert by the Trustees;
  - (b) every transaction is reported promptly to the Trustees;
  - (c) the performance of the investments is reviewed regularly by the Trustees;
  - (d) the Trustees are entitled to cancel the delegation at any time;

- (e) the investment policy and the delegation arrangements are reviewed at least once a year;
  - (f) all payments due to the Financial Expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt; and
  - (g) the Financial Expert may not do anything outside the powers of the Trustees;
- 5.1.22 arrange for investments or other property of the Union to be held in the name of a nominee (being a company or a limited liability partnership registered or having an established place of business in England and Wales) under the control of the Trustees or a Financial Expert acting under their instructions, and pay any reasonable fee required;
- 5.1.23 lend money and give credit to take security for such loans or credit; and guarantee or give security for the performance of contracts by any person or company;
- 5.1.24 open and operate banking accounts and other facilities for banking and draw, accept, endorse, negotiate, discount, issue or execute negotiable instruments such as promissory notes or bills of exchange;
- 5.1.25 trade in the course of carrying out any of its objects and carry on any other trade which is not expected to give rise to taxable profits;
- 5.1.26 establish or acquire subsidiary companies to carry on any trade;
- 5.1.27 subject to Article 6 (Limitation on Private Benefits), employ and pay employees and professionals or other advisors;
- 5.1.28 grant pensions and retirement benefits to employees of the Union and to their dependants and subscribe to funds or schemes for providing pensions and retirement benefits for employees of the Union and their dependants;
- 5.1.29 pay out of the funds of the Union the cost of any premium in respect of any indemnity insurance to cover the liability of the Trustees (or any of them) which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Union, including without limitation any liability to make a contribution to the Union's assets as specified in section 214 of the Insolvency Act 1986 (wrongful trading), provided that no such insurance shall extend to:

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

5.1.30 do all such other lawful things as shall further the Union's objects.

## **6. Limitation on Private Benefits**

### **6.1 The Union**

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

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

- (a) any payments made to any Member in their capacity as a beneficiary of the Union;
- (b) reasonable and proper remuneration to any Member for any goods or services supplied to the Union provided that if such Member is a Trustee Article 6.1.3 shall apply;
- (c) interest on money lent by any Member to the Union at a reasonable and proper rate; and

- (d) any reasonable and proper rent for premises let by any Member to the Union.

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

- (a) payments made to any Trustee or Connected Person in their capacity as a beneficiary of the Union;
- (b) reasonable and proper out-of-pocket expenses of the Trustees;
- (c) reasonable and proper remuneration to any Officer Trustee or Connected Person for any goods or services supplied to the Union 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 Officer Trustees and Connected Persons under an office-holder's agreement on terms and conditions with the Union;
  - (ii) subject to Article 6.1.3(c)(i) the authorisation under this provision does not extend to the service of acting as Trustee;
  - (iii) if the person being remunerated is a Trustee the procedure described in Article 49 (Trustee Interests and Management of Conflicts of Interest) is 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 49 (Trustee Interests and Management of Conflicts of Interest) is followed by the relevant Trustee in relation to any decisions regarding such Connected Person;
  - (v) subject to Article 6.2.3, this provision does 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 the Union at a reasonable and proper rate;
- (e) reasonable and proper rent for premises let by any Trustee or Connected Person to the Union;
- (f) reasonable and proper premiums in respect of indemnity insurance effected in accordance with Article 5.1.29;
- (g) payments made to any Trustee or employee of the Union under the indemnity provisions set out at Article 59 (Indemnity of Trustees and Employees); and
- (h) payments authorised in writing by the Charity Commission.

## **6.2 Subsidiary Companies**

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

- (a) 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;
- (b) 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;
- (c) a Trustee or a person who is Connected with a Trustee may be paid reasonable and proper remuneration by any Subsidiary Company for any goods or services supplied to any Subsidiary Company, with the prior approval of the Trustees, (including services performed under a contract of employment with any Subsidiary Company or otherwise) provided that this provision and Article 6.2.3 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);
- (d) 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;

- (e) a Trustee or a person who is Connected with a Trustee may, with the prior approval of the Trustees, receive reasonable and proper rent for premises let to any Subsidiary Company;
- (f) any Subsidiary Company may pay reasonable and proper premiums in respect of indemnity insurance for its directors and officers; and
- (g) a Trustee or a person who is Connected with a Trustee may receive payment under an indemnity from any Subsidiary Company in accordance with the constitution of the relevant Subsidiary Company;

provided that the affected Trustee does not take part in any decision of the Trustees to approve a benefit under Articles 6.2.1(c), 6.2.1(d) or 6.2.1(e).

6.2.2 For any transaction authorised by Article 6.1.3 or Article 6.2.1, the Trustee's duty (arising under the Companies Act 2006) to avoid a conflict of interest with the Union shall be disapplied provided the relevant provisions of Article 6.1.3 or Article 6.2.1 have been complied with.

6.2.3 Where a vacancy arises on the Board of Trustees with the result that Article 6.1.3(c) applies to more than half of the Trustees, the Union may continue to pay remuneration to its Officer Trustees and any Connected Persons receiving remuneration in accordance with Article 6.1.3(c) provided that the Union uses all reasonable endeavours to fill the vacancy as soon as possible.

## **7. Liability of Company Law Members**

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

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

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

7.1.3 adjustment of the rights of the contributories among themselves.

## **8. Dissolution**

8.1 If any property remains after the Union has been wound up or dissolved and all debts and liabilities have been satisfied, it shall not be paid to, or distributed among, the Members of the Union. It shall instead be given or transferred to some other charitable institution or institutions having similar objects to those of the

Union and which prohibits the distribution of its or their income and property among its or their members to an extent at least as great as these Articles impose upon the Union. The institution or institutions which are to benefit shall be chosen by the Trustees of the Union at or before the time of winding-up or dissolution.

**9. Reviewing and Amending the Articles**

- 9.1 The approval of the University shall be required for any amendments to the Union's Articles of Association.

## **PART 2**

### **MEMBERS**

#### **10. Members of the Union**

10.1 The Members of the Union shall be as follows:

10.1.1 Student Members; and

10.1.2 Company Law Members.

10.2 The Union may also have Associate Members in accordance with Article 15 (Associate Members), Life Members in accordance with Article 16 (Life Members) and Honorary Life Members in accordance with Article 17 (Honorary Life Members).

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

#### **11. Student Members**

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

11.1.1 each and every student who has not opted out by notifying the University or the Union of their wish not to be a Student Member of the Union; and

11.1.2 the Full-time Officers of the Union.

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

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

#### **12. Termination of Student Membership**

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

12.1.1 they cease to be a student. For the avoidance of doubt, this shall include the situation where a Student Member's student status with the University is revoked by the University;

12.1.2 they cease to be a Full-time Officer;

12.1.3 they opt out of student membership by giving written notice to the University or the Union; or

12.1.4 a decision is made to remove them from student membership of the Union in accordance with the Union's code of conduct.

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

#### **13. Trustees as Company Law Members**

13.1 The Trustees shall be the only Company Law Members of the Union.

13.2 A Trustee shall become a Company Law Member on becoming a Trustee.

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

#### **14. Termination of Company Law Membership**

14.1 A Company Law Member shall cease to be a Company Law Member if they cease to be a Trustee.

14.2 Company Law Membership is not transferable and shall cease on death.

#### **15. Associate Members**

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

#### **16. Life Members**

16.1 The Board of Trustees may establish such classes of life membership with such description and with such rights and obligations as they think fit and may admit and remove such Life Members in accordance with the Bye-laws provided that no such Life Members shall be Members of the Union for the purposes of the Articles or the Companies Acts.

#### **17. Honorary Life Members**

17.1 Subject to the agreement of the Board of Trustees, the Student Council may:

17.1.1 bestow honorary life membership of the Students' Union on such persons as they consider to be fit; and

- 17.1.2 remove honorary life membership of the Union from holders, if it considers it appropriate to do so.
- 17.2 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 these Articles and shall not be entitled to vote on any matter.

**18. Code of Conduct**

- 18.1 The Board of Trustees shall establish and monitor a “code of conduct” that all Student Members shall be required to adhere to, including when Student Members are involved in activities or at events that are administered or organised by the Union.
- 18.2 The code of conduct may include a range of sanctions for breach of the code of conduct by a Student Member, including the suspension or removal of any or all of the rights and privileges of student membership, including the holding of office.

***REFERENDA***

**19. Referenda**

- 19.1 A Referendum may be called on any issue by:
- 19.1.1 a resolution of the Trustees;
  - 19.1.2 a majority vote of the Student Council; or
  - 19.1.3 a correctly formatted proposal at the autumn or spring elections.
- 19.2 Subject to Article 33.3, a resolution may be passed by Referendum only if at least 750 Student Members cast a vote in the Referendum and a simple majority of the votes cast is in favour of the resolution.
- 19.3 Referenda shall be conducted in accordance with these Articles and the Bye-laws.
- 19.4 Subject to Article 33.3, the Student Members may set Policy by Referenda. Policy set by Referenda may overturn Policy set by the Student Council but not Policy set by the Student Members at a Student Members’ meeting or an annual Student Members’ meeting.

***STUDENT MEMBERS’ MEETINGS***

**20. Student Members’ Meeting**

- 20.1 The Union shall hold an annual Student Members' meeting once in each Academic Year. It shall be held at such time and place as the Trustees shall think suitable to allow the maximum number of Student Members to attend.
- 20.2 The notice of the annual Student Members' meeting must state the business to be transacted which shall include:
  - 20.2.1 ratification of minutes of the previous annual Student Members' meeting;
  - 20.2.2 receiving the report of the Trustees on the Union's activities since the previous annual Student Members' meeting;
  - 20.2.3 receiving reports from the Full-time Officers on their activities and plans for the year;
  - 20.2.4 receiving the accounts of the Union for the previous financial year;
  - 20.2.5 approving the list of affiliations of the Union; and
  - 20.2.6 open questions to the Trustees by the Student Members.
- 20.3 For the avoidance of doubt, any annual Student Members' meeting held under this Article shall not be a Company Law meeting of the Union for the purposes of the Companies Acts.

#### ***COMPANY LAW MEETINGS***

#### **21. Company Law Meetings**

- 21.1 The Trustees may call a Company Law meeting at any time.
- 21.2 Such meetings must be held in accordance with the provisions regarding such meetings in the Companies Acts.
- 21.3 A Company Law meeting shall be required only where the Union wishes to pass a company law resolution in accordance with the Articles and the Companies Acts, for example a resolution to amend the Union's Articles of Association.

#### ***WRITTEN RESOLUTIONS***

#### **22. Written Resolutions**

- 22.1 Subject to this Article 22, a written resolution agreed by:
  - 22.1.1 Company Law Members representing a simple majority; or

22.1.2 in the case of a special resolution, Company Law Members representing not less than 75 per cent;

of the total voting rights of eligible Company Law Members shall be effective.

22.2 On a written resolution each Company Law Member shall have one vote.

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

## **23. Circulation**

23.1 A copy of the proposed written resolution shall be sent to every eligible Company Law Member together with a statement informing the Company Law Member how to signify their agreement and the date by which the resolution must be passed if it is not to lapse.

23.2 In relation to a resolution proposed as a written resolution of the Union the eligible Company Law Members are the Company Law Members who would have been entitled to vote on the resolution on the Circulation Date of the resolution.

23.3 The required majority of eligible Company Law Members shall signify their agreement to the written resolution within the period of 28 days beginning with the Circulation Date.

23.4 Communications in relation to written resolutions shall be sent to the Union's auditors in accordance with the Companies Acts.

## **24. Signifying Agreement**

24.1 A Company Law Member signifies their agreement to a proposed written resolution when the Union receives from them an authenticated document:

24.1.1 identifying the resolution to which it relates; and

24.1.2 indicating the Company Law Member's agreement to the resolution.

24.2 For the purposes of Article 24.1:

24.2.1 a document sent or supplied in Hard Copy Form is sufficiently authenticated if it is signed by the person sending or supplying it; and

24.2.2 a document sent or supplied in Electronic Form is sufficiently authenticated if:

(a) the identity of the sender is confirmed in a manner specified by the Union; or

- (e) where no such manner has been specified by the Union, if the communication contains or is accompanied by a statement of the identity of the sender and the Union has no reason to doubt the truth of that statement.

24.3 If the Union gives an electronic address in any document containing or accompanying a written resolution, it will be deemed to have agreed that any document or information relating to that resolution may be sent by Electronic Means to that address (subject to any conditions or limitations specified in the document).

## **PART 3**

### **TRUSTEES**

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

#### **25. Appointment of Trustees**

25.1 The Board of Trustees shall comprise:

25.1.1 not more than six Officer Trustees, elected in accordance with Article 26 (Officer Trustees);

25.1.2 not more than four Student Trustees, appointed in accordance with Article 27 (Student Trustees); and

25.1.3 not more than five Lay Trustees, appointed in accordance with Article 28 (Lay Trustees).

#### **26. Officer Trustees**

26.1 The Officer Trustees of the Students' Union shall be elected by a secret cross-campus ballot by the Student Members of the Union at an election to be held in accordance with the Bye-laws.

26.2 No more than six Officer Trustees shall be elected in accordance with Article 26.1 and each of these Officers shall also hold office as an Officer Trustee until they cease to be an Elected Officer in accordance with Article 29 (Disqualification, Resignation and Removal of Trustees).

26.3 The Elected Officers 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 Elected Officer may be re-elected for a maximum further term of one year by the Student Members of the Union at an election to be held in accordance with the Bye-laws. For the avoidance of doubt, an Elected Officer's terms of office may be either consecutive or non-consecutive.

26.4 Each Elected Officer must be a student or a Full-time Officer at the time of their election. In accordance with Article 11 (Student Members) each Full-time Officer shall become a Student Member of the Union on commencement of their appointment or re-appointment as a Full-time Officer. Such membership shall cease when the individual ceases to be a Full-time Officer.

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

26.6 At the same time as commencing the term of office as an Elected Officer, the individual will enter into an office-holder's agreement on terms and conditions with the Union. The role description of each Elected Officer shall be set out in the Bye-laws.

## **27. Student Trustees**

27.1 The Chair of the Student Council shall be a Student Trustee for the duration of their tenure.

27.2 There shall be not more than a further three Student Trustees appointed by the Board upon recommendation by the Governance & Nominations Committee.

27.3 All Student Trustees shall be a student at the time of their appointment (and must continue to be a student for the duration of their term as a Student Trustee).

27.4 Subject to Article 27.3, Student Trustees shall remain in office for a term of up to two years 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.

## **28. Lay Trustees**

28.1 Lay Trustees shall be appointed by the Board of Trustees following a recommendation of the Governance & Nominations Committee.

28.2 One Lay Trustee shall be nominated by the University.

28.3 Unless their appointment is terminated in accordance with Article 29 (Disqualification, Resignation and Removal of Trustees), Lay Trustees shall remain in office for a term of up to four years commencing in accordance with the Bye-laws.

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

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

29.1 The office of a Trustee shall be vacated if:

29.1.1 that person ceases to be a Trustee by virtue of any provision of the Companies Act 2006 or is prohibited from being a company director by law;

29.1.2 they become prohibited by law from being a charity trustee;

- 29.1.3 in the case of an Officer Trustee, they cease to be an Elected Officer or resign as an employee of the Union;
- 29.1.4 in the case of a Student Trustee, they cease to be a student;
- 29.1.5 in the case of an Officer Trustee or a Student Trustee, they are removed from student membership of the Union in accordance with the Union's code of conduct;
- 29.1.6 they resign by notice to the Union (but only if at least four Trustees will remain in office when the notice of resignation is to take effect);
- 29.1.7 at any time the Board is satisfied that any member of the Board is unable or unfit to discharge the functions of a member. In such circumstances the Board may by notice in writing to that member remove them from office, and thereupon the office shall become vacant;
- 29.1.8 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;
- 29.1.9 they are removed from office under Article 30 (Removal of Officer Trustees by the Student Council) or Article 31 (Removal of Lay Trustees by the Board); or
- 29.1.10 they are removed from office by the Charity Commissioners.

### **30. Removal of Officer Trustees by the Student Council**

- 30.1 The office of an Officer Trustee shall be vacated if a motion of no confidence in the Officer Trustee is passed by a two thirds majority in a vote of the Student Council.

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

- 31.1 The office of Lay Trustee shall be vacated if a majority resolution of no confidence is passed by the Board of 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 45 (Quorum for Trustees' Meetings).

### **32. Replacement of Trustees**

- 32.1 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 through a By-election.

- 32.2 If an Officer Trustee resigns, is disqualified or is removed from office after the commencement of the Academic Year the vacancy shall be filled in accordance with the Bye-laws. Any person elected under this Article may be required to assume the responsibilities of the former Officer Trustee.
- 32.3 If a Student Trustee resigns, is disqualified or is removed from office, a Student Trustee shall be appointed to the vacancy in accordance with Article 27 (Student Trustees).
- 32.4 If a Lay Trustee resigns, is disqualified or is removed from office, a Lay Trustee shall be appointed to the vacancy in accordance with Article 28 (Lay Trustees).

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

#### **33. Trustees' General Authority**

- 33.1 The Board of Trustees shall be responsible for the management and administration of the Union and (subject to the Education Act, these Articles and the Bye-laws) may exercise all the powers of the Union.
- 33.2 The Board's powers under Article 33.1 shall include but not be limited to responsibility for:
- 33.2.1 the governance of the Union;
  - 33.2.2 the budget of the Union; and
  - 33.2.3 the strategy of the Union.
- 33.3 The Board of Trustees may override any decision or Policy made by the Student Members at an annual Student Members' meeting or at a Student Members' meeting or by Referendum or by the Student Council which the Trustees consider (in their absolute discretion):
- 33.3.1 has or may have any financial implications for the Union;
  - 33.3.2 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);
  - 33.3.3 is not or may not be in the best interests of the Union or all or any of its charitable objects; or
  - 33.3.4 will or may otherwise affect the discharge of any or all of the responsibilities referred to in Article 33.2.

33.4 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.

33.5 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:

33.5.1 was not properly appointed;

33.5.2 was disqualified from holding office;

33.5.3 had vacated office; or

33.5.4 was not entitled to vote.

#### **34. Delegation of Trustees' Powers**

34.1 Subject to the Articles, the Trustees may delegate powers which are conferred on them under the Articles apart from the following:

34.1.1. the approval of the annual budgets;

34.1.2 the approval of the strategic plans of the Union;

34.1.3 the approval of the annual operational plan of the Union;

34.1.4 ensuring the solvency of the Union and the safeguarding of its assets;

34.1.5 ensuring the continued charitable status of the Union;

34.1.6 the appointment or dismissal of the Chief Executive; and

34.1.7 the appointment of Student Trustees and Lay Trustees.

34.2 These will remain the responsibility of the Board of Trustees.

34.3 Such delegation may be made:

34.3.2 to such person or committee;

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

34.3.4 to such an extent;

34.3.5 in relation to such matters or territories; and

34.3.5 on such terms and conditions

as the Board of Trustees thinks fit.

- 34.4 If the Trustees so specify, any such delegation may authorise further delegation of the Trustees' powers by any person or body to whom they are delegated.
- 34.5 The Trustees may revoke any delegation in whole or part, or alter its terms and conditions.
- 34.6 When delegation from the Trustees occurs, reports on the use of delegated powers will be submitted to the relevant committee of the Board or to the Board itself as appropriate.

### **35. Committees**

- 35.1 In the case of delegation to committees:
  - 35.1.1 the resolution making the delegation shall specify the membership profile of those who shall serve or be asked to serve on such committee (although the resolution may allow the committee to make co-options of no more than a specified number);
  - 35.1.2 the composition of any such committee shall be entirely in the discretion of the Trustees and may comprise such of their number (if any) as the resolution may specify;
  - 35.1.3 the deliberations of any such committee shall be reported regularly to the Trustees and any resolution passed or decision taken by any such committee shall be reported promptly to the Trustees and for that purpose every committee shall appoint a secretary; and
  - 35.1.4 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.
- 35.2 The Trustees shall establish the following committees (which is a non-exhaustive list) in accordance with their powers under Articles 33 (Trustees' General Authority) and 33.1:
  - 35.2.1 Executive Committee (as further described in Article 37 (The Executive Committee));
  - 35.2.2 Governance & Nominations Committee;
  - 35.2.3 Finance & Audit Committee; and
  - 35.2.4 Employment & Remuneration Committee.

35.3 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.

**36. Delegation of Day-to-Day Management Powers to the Chief Executive**

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

36.1.1 the delegated power shall be to manage the Union by implementing the policy and strategy adopted by and within a budget approved by the Trustees and if applicable to advise the Trustees in relation to such policy, strategy and budget;

36.1.2 the Board of Trustees shall provide the Chief Executive with a description of the Chief Executive's role and the extent of the Chief Executive's authority;

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

36.1.4 the Trustees shall provide the Chief Executive with a performance management structure to aid the Chief Executive's work plan and development.

**37. The Executive Committee**

37.1 Unless the Trustees determine otherwise, the Executive Committee shall include:

37.1.1 the Full-time Officers; and

37.1.2 the Part-time Officers

37.2 The Executive Committee's responsibility shall not include the duties of the Trustees as set out in Article 33 (Trustees' General Authority) but shall include representation and campaigning work and the implementation of policy save in so far as these responsibilities have not been delegated to another committee.

37.3 The Chief Executive and the Union's senior management team may attend meetings of the Executive Committee at the request of the Executive Committee.

37.4 The Executive Committee shall meet in accordance with the Bye-laws.

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

### **38. Collective Decision-making**

- 38.1 Any decision of the Trustees must be either a majority decision at a meeting or a decision taken in accordance with Article 48 (Majority Decisions without Trustees' Meeting).

### **39. Trustees' Meetings**

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

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

- 40.1 Three Trustees may, and the Chief Executive at the request of three Trustees shall, call a Trustees' meeting.

### **41. Length of Notice**

- 41.1 A Trustees' meeting shall be called by at least five working days' notice unless a majority of the Trustees agrees shorter notice.

### **42. Contents of Notice**

- 42.1 Every notice calling a Trustees' meeting shall specify:
- 42.1.1 the place, day and time of the meeting;
  - 42.1.2 the general particulars of all business to be considered at such meeting;  
and
  - 42.1.3 if it is anticipated that Trustees participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

### **43. Service of Notice**

- 43.1 Notice of Trustees' meetings shall be given to each Trustee, but need not be in writing. Notice of a Trustees' meeting may be sent by Electronic Means to an address provided by the Trustee for the purpose.

#### **44. Participation in Trustees' Meetings**

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

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

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

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

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

#### **45. Quorum for Trustees' Meetings**

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

45.2 The quorum for Trustees' meetings is 50 per cent of the incumbent membership of the Board plus one.

45.3 Such quorum must include at least three Lay Trustees appointed under Article 28 (Lay Trustees) and at least five trustees appointed under Article 26 (Officer Trustees) and/or Article 27 (Student Trustees).

45.4 Where the resolution or issue under discussion concerns a matter in respect of which some Trustees have a conflict of interest, the quorum shall be five.

#### **46. Chair and Deputy Chair**

46.1 The Trustees shall appoint a Lay Trustee to be Chair of the Board of Trustees and may at any time remove them from that office.

46.2 The Lay Trustee nominated by the University shall not be eligible to be appointed as Chair of the Board of Trustees.

46.3 The Trustees shall appoint a Trustee to be Deputy Chair of the Trustees and may at any time remove them from that office. The role of the Deputy Chair shall be to support the Chair.

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

**47. Casting Vote**

- 47.1 Questions arising at a Trustees' meeting shall be decided by a majority of votes. In the case of an equality of votes, the chair of the meeting shall not be entitled to a casting vote in addition to any other vote they may have.
- 47.2 In the case of an equality of votes, the specific question put shall be ruled as defeated.

**48. Majority Decisions without Trustees' Meeting**

- 48.1 The Trustees may, in the circumstances outlined in this Article, make a simple majority decision without holding a Trustees' meeting if:
- 48.1.1 a Trustee has become aware of a matter on which the Trustees need to take a decision;
  - 48.1.2 that Trustee has taken all reasonable steps to make all the other Trustees aware of the matter and the decision;
  - 48.1.3 the Trustees have had a reasonable opportunity to communicate their views on the matter and the decision to each other; and
  - 48.1.4 a simple majority of the Trustees votes in favour of a particular decision on that matter.
- 48.2 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.
- 48.3 Trustees participating in the taking of a majority decision otherwise than at a Trustees' meeting in accordance with this Article:
- 48.3.1 may be in different places, and may participate at different times; and
  - 48.3.2 may communicate with each other by any means.
- 48.4 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 45 (Quorum for Trustees' Meetings).
- 48.5 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 the following:

- 48.5.1 the proposed decision shall be circulated among Trustees with an indication of the time period for discussion and the date by which Trustees are asked to cast their votes;
- 48.5.2 the nomination of a person to whom all Trustees' votes shall be communicated;
- 48.5.3 if a majority of the Trustees votes in favour of the decision, the nominated person shall communicate the decision to all the Trustees and the date of the decision shall be the date on which the vote is cast to bring the number of Trustees voting in favour into the required majority; and
- 48.5.4 the nominated person shall prepare a minute of the decision in accordance with Article 55 (Minutes).

## **49. Trustee Interests and Management of Conflicts of Interest**

### **49.1 Declaration of Interests**

- 49.1.1 Unless Article 49.1.2 applies, a Trustee must declare the nature and extent of:
  - (a) any direct or indirect interest which they have in a proposed transaction or arrangement with the Union; and
  - (b) 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.
- 49.1.2 There is no need to declare any interest or duty of which the other Trustees are, or ought reasonably to be, already aware.

### **49.2 Participation in Decision-making**

- 49.2.1 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.
- 49.2.2 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:

- (a) the decision could result in the Trustee or any person who is Connected with them receiving a benefit other than:
  - (i) any benefit received in their capacity as a beneficiary of the Union (as permitted under Article 6.1.3(a) and which is available generally to the beneficiaries of the Union;
  - (ii) the payment of premiums in respect of indemnity insurance effected in accordance with Article 5.1.29;
  - (iii) payment under the indemnity set out at Article 59 (Indemnity of Trustees and Employees), and
  - (iv) reimbursement of expenses in accordance with Article 6.1.3(b);  
or
- (b) a majority of the other Trustees participating in the decision-making process decides to the contrary;

in which case they must comply with Article 49.2.3.

49.2.3 If a Trustee with a conflict of interest or conflict of duties is required to comply with this Article 49.2.3, they must:

- (a) 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;
- (b) not be counted in the quorum for that part of the process ; and
- (c) withdraw during the vote and have no vote on the matter.

### **49.3 Continuing Duties to the Union**

49.3.1 Where a Trustee has a conflict of interest or conflict of duties and the Trustee has complied with their obligations under these Articles in respect of that conflict:

- (a) 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
- (b) 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.

**50. Register of Trustees' Interests**

- 50.1 The Trustees shall cause a register of Trustees' interests to be kept. A Trustee shall declare the nature and extent of any interest, direct or indirect, which they have in a proposed transaction or arrangement with the Union or in any transaction or arrangement entered into by the Union which has not previously been declared.

## **PART 4**

### **THE STUDENT COUNCIL**

#### **51. The Student Council**

51.1 The Student Council shall have the authority to:

51.1.1 represent the voice of the students;

51.1.2 set (subject to Article 33.3) the Policy of the Union and refer Policy to Referenda of the Student Members or to the Student Members at an annual Student Members' meeting or at a Student Members' meeting (in accordance with the Bye-laws);

51.1.3 make, repeal and amend the Bye-laws jointly with the Trustees in accordance with Article 52 (Bye-laws); and

51.1.4 receive the minutes of the most recent meeting of the Board of Trustees.

51.2 The composition and proceedings of the Student Council shall be set out in the Bye-laws. No Student Member may hold more than one seat on the Student Council at any one time.

## PART 5

### ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS PROVISIONS

#### 52. Bye-laws

52.1 The Trustees and the Student Council shall have the power 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.

#### 53. Communications by and to the Union

##### 53.1 Methods of Communication

53.1.1 Subject to the Articles and the Companies Acts, any document or information (including any notice, report or accounts) sent or supplied by the Union under the Articles or the Companies Acts may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by the Union, including without limitation:

- (a) in Hard Copy Form;
- (b) in Electronic Form; or
- (c) by making it available on a website.

53.1.2 Where a document or information which is required or authorised to be sent or supplied by the Union under the Companies Acts is sent or supplied in Electronic Form or by making it available on a website, the recipient must have agreed that it may be sent or supplied in that form or manner or be deemed to have so agreed under the Companies Acts (and not have 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.

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

## **53.2 Deemed Delivery**

- 53.2.1 A Member present in person at a meeting of the Union shall be deemed to have received notice of the meeting and the purposes for which it was called.
- 53.2.2 Where any document or information is sent or supplied by the Union to the 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.
- 53.2.3 Subject to the Companies Acts, a Trustee or any other person (other than in their capacity as a Company Law Member) may agree with the Union that notices or documents sent to that person in a particular way are deemed to have been received within a specified time, and for the specified time to be less than 48 hours.

## **53.3 Failed Delivery**

- 53.3.1 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:
- (a) if the document or information has been sent to a Company Law Member and is notice of a Company Law meeting of the Union, the Union is under no obligation to send a Hard Copy of the document or information to the Company Law Member's postal address as shown in the Union's register of Company Law Members, but may in its discretion choose to do so;
  - (b) 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 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.

#### **53.4 Exceptions**

53.4.1 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.

53.4.2 Notices of Company Law 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 Company Law Member for whom the Union does not have a current address.

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

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

#### **54. Secretary**

54.1 The Chief Executive shall be the Secretary of the Company.

54.2 Anything authorised or required to be given or sent to, or served on, the Union by being sent to its Secretary may be given or sent to, or served on, the Union itself, and if addressed to the Secretary shall be treated as addressed to the Union; and

54.3 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 Board of Trustees.

#### **55. Minutes**

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

55.1.1 of all appointments of officers made by the Board of Trustees;

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

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

- 55.2 Any such minute, if purported to be signed (or in the case of minutes of Trustees' meetings signed or authenticated) by the chair of the meeting at which the proceedings were had, or by the chair of the next succeeding meeting, shall, as against any Student Member or Trustee of the Union, be sufficient evidence of the proceedings.
- 55.3 The minutes referred to in Article 55.1 above shall be kept for at least ten years from the date of the meeting, resolution or decision.
- 55.4 The minutes of the meetings referred to in Article 55.1 above shall normally be considered open and shall be available to the Student Members on the Union's website, except where those minutes relate to any reserved or confidential matters, including without limitation staff-related or disciplinary matters.
- 55.5 Copies of the minutes shall also be kept in the Union's offices.

## **56. Records and Accounts**

- 56.1 The Trustees shall comply with the requirements of the Companies Acts and of the Charities Act 1993 as to maintaining a Company Law Members' register, keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commission of:
- 56.1.1. annual reports;
- 56.1.2 annual returns; and
- 56.1.3 annual statements of account.
- 56.2 The Student Members of the Union have the right to ask the Trustees questions in writing about the content of any documents referred to in Article 56.1.

## **57. Irregularities**

- 57.1 The proceedings at any meeting or on the taking of any ballot or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give, or any non-receipt of, notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice unless a provision of the Companies Acts specifies that such informality, irregularity or want of qualification shall invalidate it.

## **58. Exclusion of Model Articles**

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

## ***INDEMNITY***

### **59. Indemnity of Trustees and Employees**

- 59.1 Without prejudice to any indemnity to which a Trustee may otherwise be entitled, every Trustee shall, and every employee of the Union may, be indemnified out of the assets of the Union 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 in connection with any application in which relief is granted to them by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Union, and against all costs, charges, losses, expenses or liabilities incurred by them in the execution and discharge of their duties or in relation thereto.

## DEFINITIONS AND INTERPRETATION

### 60. Defined Terms

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

<b><i>Term</i></b>	<b><i>Meaning</i></b>
<b>Academic Year</b>	The traditional annual cycle of university business in relation to the provision of teaching, learning and assessment services to students, running from autumn to summer the following year and aligned to the enrolment period for standard-entry undergraduate students
<b>Address</b>	Includes a number or address used for the purpose of sending or receiving documents by electronic means
<b>Articles</b>	The Articles of Association of the Union
<b>Board of Trustees or Board</b>	The Board of Trustees of the Union
<b>Business days</b>	Days during undergraduate term times when the Union offices shall be open
<b>Bye-laws</b>	The bye-laws setting out the working practices of the Union made from time to time in accordance with Article 52 (Bye-laws)
<b>Chair</b>	The Chair of the Board of Trustees, who shall be appointed in accordance with Article 46 (Chair and Deputy Chair)
<b>Chair of the meeting</b>	In the case of Trustees' meetings means the person chairing the meeting in accordance with Article 46 (Chair and Deputy Chair)
<b>Chief Executive</b>	The Chief Executive of the Union who is appointed by the Board of Trustees
<b>Circulation Date</b>	In relation to a written resolution, has the meaning given to it in the Companies Acts
<b>Code of Practice</b>	The code of practice relating to the University's obligations under section 22 of the Education Act

<b>Companies Acts</b>	The Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the Union
<b>Company Law Meeting</b>	A general meeting of the Company Law Members of the Union for the purposes of the Companies Acts
<b>Company Law Members</b>	Members of the Union for the purposes of the Companies Acts, as defined in Article 13 (Trustees as Company Law Members)
<b>Conflict of Interest</b>	Any direct or indirect interest of a Trustee (whether personal, by virtue of a duty of loyalty to another organisation or otherwise) that conflicts, or might conflict with the interests of the Union
<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 one per cent of the capital
<b>Deputy Chair</b>	The Deputy Chair of the Board of Trustees, who shall be appointed in accordance with Article 46 (Chair and Deputy Chair)
<b>Document</b>	Includes, unless otherwise specified, any document sent or supplied in Electronic Form
<b>Education Act</b>	The Education Act 1994
<b>Elected Officers</b>	The Full-time and Part-time Officers of the Union
<b>Electronic Form and Electronic Means</b>	Have the meanings respectively given to them in section 1168 of the Companies Act 2006
<b>Employee</b>	An individual who works part-time or full-time under a contract of employment with Leeds Beckett Students' Union, whether oral or written, express or implied. This excludes independent contractors, i.e. individuals contracted by the Union to provide services

<b>Employment &amp; Remuneration Committee</b>	Committee of the Board of Trustees responsible for employment and remuneration matters
<b>Executive Committee</b>	The committee comprising the Full-time Officers and the Part-time Officers of the Union as further described in Article 37 (The Executive Committee)
<b>Finance &amp; Audit Committee</b>	Committee of the Board of Trustees responsible for finance and audit matters
<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>Full-time Officers</b>	The individual members elected in accordance with Article 26 (Officer Trustees) (each of whom is a “major union office-holder” for the purposes of section 22 of the Education Act)
<b>Governance &amp; Nominations Committee</b>	Committee of the Board of Trustees responsible for governance and nominations matters
<b>Hard Copy and Hard Copy Form</b>	Have the meanings respectively given to them in the Companies Act 2006
<b>Hour</b>	Any full period of an hour but not including any part of a day that is a Saturday, Sunday or Bank Holiday in England
<b>Incumbent Membership</b>	All those persons who, at any particular given time, hold office as Trustees as defined in Article 25. This condition in respect of a quorum shall apply only to meetings of the Company Members and of the Board of Trustees. The quorum requirements for committees of the Board shall be set out in the Bye-laws.
<b>Lay Trustee</b>	A Trustee appointed in accordance with Article 28.1 who for the avoidance of doubt shall not be deemed to be either a major union office-holder or a full-time or part-time union office-holder for the purposes of section 22 of the Education Act
<b>Members</b>	The Student Members and the Company Law Members

<b>NUS</b>	National Union of Students
<b>Officer Trustee</b>	A Trustee elected in accordance with Article 26.1
<b>Part-time Officers</b>	The members elected in accordance with the Bye-laws to be officers of the Union while continuing their studies at the University
<b>Policy</b>	Representative and campaigning policy set by Referenda or the Student Council in accordance with Article 19 (Referenda) and Article 51 (The Student Council) respectively or by the members in a general meeting or at an Annual General Meeting
<b>President</b>	The President of the Union, as elected by the members in accordance with the Bye-laws
<b>RAG</b>	The raise-and-give activities 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 of the Union are entitled to cast a vote, the protocol for which shall be set out in the Bye-laws
<b>Student</b>	Any individual who is formally registered for an approved programme of study provided by the University. For the avoidance of doubt, the University shall determine whether or not an individual has student status
<b>Student Council</b>	The student body elected by and from Student Members constituted in accordance with these Articles and the Bye-laws of the Students' Union
<b>Student Members</b>	Student Members of the Union as defined in Article 11 (Student Members) and being students at Leeds Beckett University as further defined in Article 11.1.1 and the Full-time Officers
<b>Student Trustee</b>	A Trustee elected in accordance with Article 27 (Student Trustees) who is a student and who, for the avoidance of doubt, shall not be a major union office-holder for the purposes of section 22 of the Education Act
<b>Subsidiary Company</b>	Any company in which the Union holds more than 50 per cent of the shares, controls more than 50 per cent

	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 the Union as defined in Article 25 (Appointment of Trustees) and being the Officer Trustees, the Student Trustees and the Lay Trustees
<b>Union</b>	Leeds Beckett Students' Union
<b>University</b>	Leeds Beckett University (formerly known as Leeds Metropolitan University), established on 01 April 1989 pursuant to the Education Reform Act 1988. It was granted taught and research degree awarding powers on 04 June 1992 and university status on 26 April 1993.
<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

Words importing the singular shall include the plural and vice versa.

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.

Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the Companies Act 2006 as in force on the date when these Articles become binding on the Union.