

**THE COMPANIES ACT 2006**

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

---

**Memorandum and Articles of Association  
Of  
University of York Graduate Students' Association  
Company No. 7477516**

---

**THE COMPANIES ACT 2006**

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

---

**Memorandum of Association  
Of  
University of York Graduate Students' Association**

---

**THE COMPANIES ACT 2006**

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

---

**Memorandum of Association  
Of  
University of York Graduate Students' Association**

---

---

Each Subscriber to this memorandum of association wishes to form a company under the Companies Act 2006 and agrees to become a member of the Company.

---

Name of Subscriber

Authentication by each subscriber

---

Dated

**THE COMPANIES ACT 2006**

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

---

**Articles of Association  
Of  
University of York Graduate Students' Association**

---

**THE COMPANIES ACT 2006**

---

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

---

**Articles of Association  
Of  
University of York Graduate Students' Association**

---

**PRELIMINARY**

1. In these articles if not inconsistent with the subject or context the words set out below shall have the following meaning ascribed to them;

<b>1.1. WORDS</b>	<b>MEANINGS</b>
Academic Year	The period from 1 October to 30 September each year
The Act	The Companies Act 2006
The Articles	The Articles of Association of the Company as originally registered or as from time to time altered by Special Resolution Association
Council	The governing body of the Company as more particularly described at Article 25
Board:	The Board of Trustees

Campus:	The campus areas of the University of York
The Charities Acts:	The Charities Act 1993 and The Charities Act 2006
Clear Days	In relation to a period of notice: the period excluding the day when notice is given or deemed to be given and the day on which it is received or on which it is to take effect
The Company	University of York Graduate Students' Association
Electronic Form	By email, fax or any other means while in electronic form (e.g. by disk sent in the post)
GCR:	Graduate Common Room
GCRC:	Graduate Common Room Committee
The Governing Body:	The University Council in agreement with the Education Act 1994
Majority:	One half plus one of all ballots cast
Member:	The subscribers to the Memorandum of Association and every other person who agrees to become a member, including Ordinary Members, Honorary Members and Reciprocal Members
Objects:	The objects of the Company as set out in Article 2

Officers:	The Principal and Non Principal Officers
Principal Officer	The paid positions as more particularly set out at Article 18
Trustees:	The Trustees of the Company who shall also be directors for the purposes of the Act and charity trustees in accordance with Section 97 of the Charities Act 1993 and Trustee shall mean any one of them
University:	The University of York
YUSU:	University of York Students' Union

- 1.2 Expressions referring to writing shall, unless the contrary intention appears, be construed as including reference to printing, photocopying and other modes of representing or reproducing words in a visible form.
- 1.3 Words importing the singular number only shall include the plural number and vice versa
- 1.4 Words importing the masculine gender only shall include the feminine gender.
- 1.5 Words importing persons shall include corporations.
- 1.6 The terms 'graduate students' and 'postgraduate students' may be used interchanging and shall be considered equivalent.
- 1.7 Unless otherwise stated, roles and office names shall also refer to those roles and officers when filled on an acting basis.
- 1.8 In the case of any dispute arising in respect of the interpretation of Articles the Board, or where a meeting of the Board cannot be particularly called, the

President, shall interpret the Article or Articles in question and the decision given shall be binding. The decision shall act as precedent and the cause of the dispute shall be clarified by amendment to the Articles as soon as practicable.

1.9 Reference to any provision of the Act shall be construed as a reference to such provision as modified by any statute for the time being in force.

1.10 Save as aforesaid, any words or expressions defined in the Act or the Charities Acts shall, if not inconsistent with the subject or context, bear the same meaning in these Articles.

## **2 OBJECTS**

2.1 The Company is established for the purposes expressed here below, which hereinafter shall be the objects of the Company.

2.1.1 to promote and defend the educational and general interests of the Members and be the recognised representative channel between them, the University and other external bodies;

2.1.2 to further the social interests of the Members to promote the integration and social cohesion of Members and non-members;

2.1.3 to improve communication between graduates and undergraduates at the University by working in conjunction with representative bodies of undergraduate students;

2.1.4 to establish contact with other graduate student bodies and facilitate the exchange of students and best practice between institutions;

2.1.5 to raise the profile of postgraduate study at the University hereby supporting the advancement of education;



- 2.1.6 to provide academic and welfare related services to Members and non-members;
  - 2.1.7 to provide opportunities for all postgraduate students of the University to participate in sporting or social activities.
  - 2.1.8 to further such policies of the Company as are from time to time determined by the Members in accordance with the Articles, and to provide any other services as considered necessary in pursuit of these Objects.
- 2.2 For the purpose of furthering the attainment of all or any of the above mentioned Objects but not for any other purposes and so far as the powers hereinafter mentioned are conducive or ancillary to the furtherance of the Objects (but not further or otherwise) the Company has the power:
- 2.2.1 to raise funds. In doing so, the Company must not undertake any substantial permanent trading activity and must comply with any relevant statutory regulations;
  - 2.2.2 to buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use;
  - 2.2.3 to sell, lease or otherwise dispose of all or any part of the property belonging to the Company. In exercising this power, the Company must comply as appropriate with sections 36 and 37 of the Charities Act 1993 as amended by the Charities Act 2006;
  - 2.2.4 to borrow money and to charge the whole or any part of the property belonging to the Company as security for repayment of the money borrowed or as security for a grant or the discharge of an obligation, provided that should it mortgage land, the Company must comply as appropriate with sections 38 and 39 of the Charities Act 1993, as amended by the Charities Act 2006;

- 2.2.5 to co-operate with other charities, voluntary bodies and statutory authorities and to exchange information and advice with them;
- 2.2.6 to actively involve all Members by way of consultation and representation and provision of services and facilities for postgraduate students
- 2.2.7 to establish support and promote activities and events for the benefit of Members and all postgraduate students.
- 2.2.8 to establish or support any charitable trusts, associations or institutions formed for any of the charitable purposes included in or similar to the Objects;
- 2.2.9 to acquire, merge with or to enter into any partnership or joint venture arrangement with any other charitable company, institution, society or association having objects altogether or in part similar to those of the Company;
- 2.2.10 to set aside income as a reserve against future expenditure but only in accordance with a written policy on reserves approved by the Governing Body;
- 2.2.11 to employ and remunerate such staff as are necessary for carrying out the work of the Company which shall include but not be limited to a CEO. The Company may employ or remunerate a director only to the extent it is permitted by, and complies with the provisions of the Act and these Articles;
- 2.2.12 to deposit or invest funds, to employ a professional fund-manager and arrange for the investments or other property of the Company to be held in the name of a nominee in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustee Act 2000;

- 2.2.13 to provide indemnity insurance for the directors in accordance with, and subject to the conditions in, section 73F of the Charities Act 1993;
- 2.2.14 to pay out of the funds of the Company the costs of forming and registering the Company both as a company and as a charity.
- 2.2.15 to arrange and provide for or join in arranging and providing for the holding of exhibitions, meetings and lectures, calculated directly or indirectly to further the Objects or any of them;
- 2.2.16 to establish or support, and to aid in the establishment and support of, any other associations formed for all or any of the Objects of the Company;
- 2.2.17 to transfer all or any part of the property, assets, liabilities and engagements of this Company to any one or more of the companies, institutions, societies or associations with which this Company is authorised to amalgamate;
- 2.2.18 to do all such other lawful things as may be considered incidental to or conducive to the attainment of the above Objects or any of them;
- 2.2.19 to indemnify the Trustees and Officers of the Company out of the assets of the Company 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 Company; and
- 2.2.20 to provide indemnity insurance to cover the liability of the Trustees and Officers of the Company 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 Company provided that any such insurance shall not extend to any claim arising from any act or omission which the Members, Trustees

or Officers knew to be a breach of trust or breach of duty or which was committed by the Trustees or Officers of the Company in reckless disregard of whether it was a breach of trust or breach of duty or not and provided that any such insurance shall not extend to the costs of any unsuccessful defence through a criminal prosecution brought against the Trustees or other Officers in their capacity as Members, Trustees or Officers of the Company.

**PROVIDED THAT :**

- (i) in case the Company shall take or hold any property which may be subject to any trusts, the Company shall only deal with or invest the same in such manner as permitted by the Trustee Act 2000 having regard to such trusts;
- (ii) the Objects shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers

**3 INCOME AND PROPERTY**

The income and property of the Company shall be applied solely towards the promotion of its Objects as set forth in these Articles and, except to the extent that the law allows, no portion thereof shall be paid or transferred, directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit to Members (and no Trustee shall be appointed to any office of the Company paid by salary or fees or, receive any remuneration or other benefit in money or money's worth from the Company) provided that nothing herein contained shall prevent any payment in good faith by the Company:

3.1 of payments made in accordance with Article 20.3 below;

3.2 of reasonable and proper remuneration to any Member, Officer or servant of the Company (not being a Trustee) for any services rendered to the Company;

3.3 of interest on money lent by any Member of the Company at a rate per annum exceeding 3 per cent less than the United Kingdom clearing banks base lending rate (as advertised in the Financial Times) or 3 per cent whichever is the greater;

3.4 of reasonable and proper rent for premises demised or let by any Member to the Company;

3.5 of fees remuneration or other benefits in money or money's worth to a company of which a Trustee may be a member holding not more than 1/100<sup>th</sup> part of the capital of that company;

3.6 to any Trustee of reasonable out-of-pocket expenses; and

3.7 of any premium in respect of any indemnity insurance as provided for by Article 2.2.20 above.

#### **4 MEMBERS**

4.1 The Subscribers to the Memorandum of Association of the Company shall be the first Members of it.

4.2 There shall be three classes of membership; Ordinary Members, Honorary Members and Reciprocal Members.

4.3 Membership shall be automatic for all postgraduate students of the University; who shall all be Ordinary Members.

4.4 Ordinary Members shall include:-

4.4.1 full time registered postgraduate students of the University;

4.4.2 part time registered postgraduate students of the University and postgraduate students listed on the long term register; and

4.4.3 all Principal Officers of the Company who do not qualify for ordinary membership by Articles 4.4.1 or 4.4.2 above.

4.5 Any current or previous postgraduate students of the University, employees of the University, undergraduate students aged over 21 and designated partners of Ordinary Members may apply for honorary membership of the Company for the period or remainder of one Academic Year, such membership to be at the discretion of Association Council.

4.6 The Board may grant honorary membership for life to any individual it believes has rendered especially meritorious service to the Company and the names of all such Honorary Members shall be listed in the by-laws of the Company.

4.7 Reciprocal Members shall be all those graduate students of other universities who shall be granted membership of the Company.

4.8 Ordinary Members of the Company as specified in Articles 4.4.1 and 4.4.2 shall be entitled to use the services and facilities of the Company as from time to time determined by the Board.

4.9 Honorary and Reciprocal Members shall be entitled to use all services and facilities of the Company but shall not be entitled to vote, to be electoral candidates or to be an Officer of the Company, nor shall they be permitted to hold office in any other committee, society or Affiliated Committee of the Company where such role includes direct responsibility for expenditure of Company funds. Honorary and Reciprocal Members shall not be entitled to receive any loan or other payment from the Company or loan of material or equipment belonging to the Company.

4.10 Former members are entitled to attend events and use services for up to three (3) years following cessation of membership.

## **5 TERMINATION OF MEMBERSHIP**

5.1 All Members have the right to opt out of the membership by notice in writing to the President.

5.2 Once withdrawn from membership a Member cannot rejoin the Company until the following Academic Year when notification must be sent to the President.

## **6 LIABILITY**

The liability of each Member is limited to one pound (£1.00), being the amount that each Member undertakes to contribute to the assets of the Company in the event of it being wound up while he is a Member or within one year after he ceases to be a Member for (a) payment of the Company's debts and liabilities contracted before he ceased to be a Member; (b) payment of costs, charges and expenses of winding up; and (c) adjustment of the rights of the contributories amongst themselves to an amount not exceeding one pound (£1.00).

## **7 MEMBERSHIP RIGHTS**

Members rights will be determined by the GSA Council and any changes will be published by the GSA in a reasonable time.

## **8 GENERAL MEETINGS**

8.1 The Company shall in each year hold a General Meeting as its Annual General Meeting (in addition to any other General Meetings in that year) at such time and place in England as may be determined by the Board and shall specify the meeting as such in the notices convening it; and not more than fifteen (15) months shall elapse between the date of one Annual General Meeting of the Company and that of the next, provided that so long as the Company holds its first Annual General Meeting within eighteen (18) months of its incorporation, it need not hold it in the year of incorporation or in the following year.

8.2 A General Meeting may be called by the Board; such requisition shall detail the proposed resolution to be passed at the meeting.

8.3 Upon the receipt of such requisition the Board shall forthwith proceed to convene a General Meeting; if they do not proceed to convene the same

within twenty-one (21) Clear Days of the requisition, the requisitionists may themselves convene the meeting.

8.4 Twenty-one (21) Clear Days' notice in writing at the least of every Annual General Meeting and fourteen (14) Clear Days' notice in writing at the least of every other General Meeting, specifying the place, the day and the time of the meeting, and in the case of special business the general nature of that business, shall be given to all the Members, the Trustees, Officers, and to the auditors.

8.5 A meeting may be called by shorter notice if it is so agreed:-

8.5.1 in the case of an Annual General Meeting, by all Members entitled to attend and vote; and

8.5.2 in the case of any other meeting by a majority together holding not less than 95% of the total voting rights at a meeting of all of the Members.

8.6 The accidental omission to give notice of a meeting to or the non-receipt of notice of a meeting by any person entitled to receive notice shall not invalidate the proceedings at that meeting.

8.7 All Members of the Company, attending in person or by appointment of one or more proxies may attend, speak, vote and demand a poll at a General Meeting. Under no circumstances will the appointment of a proxy afford the appointer greater voting rights than if he were present in person.

## **9 PROCEEDINGS AT GENERAL MEETINGS**

9.1 No resolution proposing the removal of the auditors of the Company or a Trustee or Officer, shall be submitted to a General Meeting unless special notice in accordance with the Act shall have been given prior to the calling of the meeting.



- 9.2 No business other than the appointment of the chairman of the meeting shall be transacted at any General Meeting unless a quorum of Members is present when the meeting proceeds to business. Twenty (20) persons entitled to vote upon the business to be transacted, each being a Member or a duly authorised proxy of a Member.
- 9.3 If within half an hour from the time appointed for the holding of a General Meeting a quorum is not present or if during a meeting a quorum ceases to be present, the meeting shall stand adjourned to such date and time as the chairman shall determine, and if at such adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the Members present shall be a quorum.
- 9.4 The President shall preside as chairman at every General Meeting, but if the President is not present within fifteen (15) minutes after the time appointed for such meeting the Members present shall choose some other Trustee willing to act as chairman of the meeting, or if there be no such other Principal Officers present, or if all the Trustees present decline to take the chair, they shall choose some Member who shall be present to be chairman of that meeting.
- 9.5 The chairman of the meeting may, with the consent of any meeting at which a quorum is present, and shall if so directed by the meeting, adjourn the meeting from time to time and from place to place, but no business shall be transacted during the meeting at which the adjournment took place. Whenever a meeting is adjourned for thirty (30) days or more, notice of the adjournment shall be given in the same manner as notice of the original meeting.
- 9.6 At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is, before or upon the declaration of the result of the show of hands, demanded by the chairman of the meeting or by at least ten (10) Members present in person or by proxy having the right to attend and vote at the meeting, or by a Member or Members present in person or by proxy and representing one-tenth of the total voting rights of all Members having the right to vote at the meeting.

9.7 Unless a poll is so demanded a declaration by the chairman of the meeting that a resolution has been carried unanimously or by a particular majority, or lost, or not carried by a particular majority, and an entry to that effect in the minute book of the Company, shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

9.8 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. Any such objection must be referred to the chairman of the meeting whose decision is final.

9.9 If a poll is demanded in the manner aforesaid the same shall be taken at such time and in such manner as the chairman directs, and the result of the said poll shall be deemed to be the resolution of the Company in the General Meeting save that a poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith.

9.10 The demand for a poll may be withdrawn before the poll is taken, but only with the consent of the chairman of the meeting. The withdrawal of a demand for a poll shall not invalidate the results of a show of hands declared before the demand for a poll was made.

9.11 The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than that the subject of the resolution on which a poll has been demanded.

## **10 VOTES OF MEMBERS**

Votes may be given in person or by proxy in accordance with the provisions of the Act and in a form from time to time determined by the Company. On a show of hands an individual Member duly registered and present in person or by proxy or as a proxy for another Member shall have one (1) vote. No person who is not himself an individual Member duly registered shall be appointed as a proxy.

## **11 REFERENDA**

11.1 All decisions made by the Board, including votes of censure and amendments to the Articles can be superseded by a decision of a Referendum.

11.2 A referendum may be called by the Board, or by a petition presented by Association Council to the Board signed by at least two (2) per cent of the Ordinary Members.

11.3 A Referendum must be held during term time within fifteen (15) clear days of being called.

11.4 The President shall act as Returning Officer and shall determine appropriate campaign budget limits and regulations in accordance with the standard election regulations of the Company from time to time. If the President is unable to fill the role of Returning Officer or has proposed the motion of the Referendum then the Board shall appoint an alternative Returning Officer.

11.5 The Returning Officer shall organise a debate to take place as near as possible to the polling period and co-ordinate appropriate publicity, which must be published by the Company at least five (5) clear days before the debate.

## **12 VOTING ON REFERENDA**

12.1 The Board shall be responsible for deciding upon the wording of the question on the Referendum ballot paper.

12.2 A motion put to a Referendum is passed by a Majority with at least five (5) percent of those eligible voting unless clause 12.3 below applies.

12.3 This clause shall apply when:

12.3.1 a motion put to a Referendum is a vote of no-confidence, or censure which must be passed by a two-thirds majority of at least five (5) percent of those eligible voting; or

12.3.2 a motion put to a Referendum is a vote to amend the Articles which must pass with a two-thirds majority of at least ten (10) percent of those eligible voting

12.4 Motions passed by referendum shall come into effect immediately upon the result being declared.

12.5 Referenda resolutions shall last as long as comparable Association Council motions.

### **13 ASSOCIATION COUNCIL**

13.1 Association Council shall be the policy making body of the Company, subject to the provisions of Article 12.

13.2 Association Council shall be made up of a class of members, elected or appointed by the members to represent the membership as a whole and shall be made up of;

13.2.1 The Principal Officers

13.2.2 Three representatives of the academic faculties across the University being one each of Sciences, Social Sciences and Arts and Humanities.

13.2.3 Seven elected members holding the following roles:

- Council Chair
- Events Officer
- Sports Officer
- Communities Officer
- Volunteering Officer
- Colleges Officer
- Equality Officer

13.3 Association Council shall, subject to legal and financial responsibilities of the Board exercise all powers of the Company, including the ability to:

13.3.1 set, amend and repeal policies or bylaws of the Company;

13.3.2 instruct and hold to account the Officers of the Company;

13.3.3 decide on a motion of censure or no-confidence in any of the Officers or Trustees of the Company;

13.3.4 mandate elected representatives and Officers of the Company to express a particular view on a particular issue, or to carry out a particular function.

13.4 Association Council shall not have a power to:

13.4.1 mandate the Trustees, Officers or members of Council to break the law;

13.4.2 discuss or debate any matter defined by the Board as Restricted Business in accordance with Article 17.12; and

13.4.3 discuss or debate any matter related to gross misconduct alleged to have been committed by Officers of the Company, other members of the Council or employees of the Company.

13.5 Association Council may delegate such of their responsibility as may be determined by them to sub-committees, whose terms of reference and membership shall be fixed by Association Council in line with the bylaws.

13.6 Association Council (including all sub committees) shall ensure proper minutes to be made for the purpose of;

13.6.1 all appointments, removal, and retirements of members of Association Council; and

13.6.2 all meetings of Association Council, including the names of all those present at the meeting.

13.7 All such minutes as referred to at Article 13.6 above shall be made available for inspection by the Members.

13.8 In the event of a vacancy in Association Council, the associated by-law will be followed.

#### **14 BOARD OF TRUSTEES**

14.1 The number of Trustees shall not be less than nine (9) nor more than fifteen (15) and shall comprise:

14.1.1 all the Principal Officers of the Company;

14.1.2 a minimum of three Student Trustees; and

14.1.3 a minimum of four appointed External Trustees.

14.2 No person who is not a Member shall in any circumstance be eligible to hold office as an Student Trustee and no member of Association Council may be appointed as an External Trustee.

14.3 The Trustees may from time to time recommend to Association Council for appointment any Member as an Student Trustee to fill a casual vacancy provided that the prescribed maximum (if any) is not thereby exceeded. Any Member so appointed shall retain his office only until the next Annual General Meeting.

14.4 The Trustees for the time being may act notwithstanding any vacancy in their body; provided always that in the event that the Trustees shall at any time be reduced in number to less than six (6) it shall be lawful for them to act as Trustees for the purposes of filling up vacancies in their body, or of summoning a General Meeting, but not for any other purpose.

#### **15 APPOINTMENT OF TRUSTEES**

15.1 Election for Student Trustees shall take place alongside elections for Principal Officers of the Company, and they shall take office at the same time as Principal Officers.

15.2 Student Trustees shall remain in office until seven (7) working days before the start of the next Academic Year.

15.3 External Trustees shall be approved a Majority of the Association Council, following recommendation from the Principal Officers.

15.4 The term of office for all External Trustees shall be three (3) calendar years, calculated from their date of appointment and each may serve a maximum of two terms, either consecutively or non-consecutively.

## **16 DISQUALIFICATION AND REMOVAL OF TRUSTEES**

A Trustee shall cease to hold office if:

16.1 he ceases to be a director by virtue of any provision of the Act or he becomes prohibited by law from being a director;

16.2 he ceases to be a Trustee by virtue of any provision of the Charities Acts;

16.3 he becomes bankrupt or makes any arrangement or composition with his creditors generally;

16.4 he is, or may be, suffering from mental disorder and either:

16.4.1 he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1960; or

16.4.2 an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs.

16.5 he resigns his office by notice to the President, or in the absence of a President or if the President himself wishes to give notice, to the secretary of the Board;

16.6 without leave he is absent, otherwise than on the affairs of the Company, from meetings of the Trustees for three (3) consecutive meetings and is, at the discretion of the Board removed by a resolution achieving a Majority; or

16.7 he is removed from the Board by a motion of no-confidence passed either by Association Council or a Referendum.

and in the case where a Trustee ceasing to hold office in accordance with this clause shall be a Principal Officer, the Trustees shall resolve that the Trustee shall also be disqualified as a Principal Officer.

## **17 PROCEEDINGS OF THE TRUSTEES**

17.1 Subject as hereinafter provided the Trustees shall, not less than once in every quarter meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit and the Trustees shall agree the regulation and operation of their meetings through the establishing of by-laws.

17.2 The Trustees shall, at the first meeting of the Board in each Academic Year appoint one of their number to be chairman of the Board, such Trustee to hold office for the remainder of that Academic Year.

17.3 Any Trustee may call a meeting of the Trustees by giving notice of the meeting to all Trustees or by authorising the secretary of the Board (if so appointed) to give such notice.

17.4 Notice of a meeting of the Trustees must indicate the proposed time and date, location, and, if it is proposed that the Trustees participating in the meeting shall not all be in the same place, how it is proposed that they should communicate with each other during the meeting; such notice need not be in writing.



17.5 The CEO of the Company (or a suitable service staff member appointed by the Board) shall attend all meetings of the Board and act as the secretary to the Board.

17.6 The quorum necessary for a meeting of the Trustees shall be six (6), to include at least one (1) Principal Officer, one (1) Student Trustee and one (1) External Trustee, and if the total number of Trustees for the time being is less than the quorum required the Trustees must not take any decision other than to appoint further Trustees or to call a General Meeting so as to enable the Members to elect further Trustees.

17.7 A meeting of the Trustees at which a quorum is present (subject to the Education Act 1994, the Articles and the University Code of Practice for the Company) shall be competent to exercise all the authorities powers and discretions by or under the Articles or by-laws or regulations of the Company for the time being vested in the Trustees and to oversee the administration and management of the Company.

17.8 The Board's responsibilities shall include, but shall not be limited to, ultimate responsibility for the:

17.8.1 governance of the Company;

17.8.2 budget of the Company (subject to approval of the University if required under the Education Act 1994);

17.8.3 management, staffing, and administration of the Company; and

17.8.4 The strategic direction of the Company.

17.9 A Resolution in writing by all the Trustees for the time being shall be as valid and effectual as if it had been passed at a meeting duly convened and held.

17.10 The Trustees shall have power to appoint from their number any sub-committee for special purposes with a membership determination by the Board, which in the opinion of the Trustees would be more conveniently undertaken or carried out by a sub-committee; and may delegate to any sub-committee any of the powers of the Trustees except those of expelling or

suspending Members provided that all acts and proceedings of any such committee shall be fully and promptly reported to the Trustees.

17.11 The Board shall have no authority to block any discussion or decision of the Members made by Referendum or at Association Council except in the case of:

17.11.1 material financial considerations and/or policy that would require expenditure outside of the elected budget;

17.11.2 requirements of charity or education law or other legal requirements;

17.11.3 any matter that would otherwise be ultra vires of the Company;

17.11.4 any matter that would place the Company at a risk considered unacceptable by the Board.

17.12 The Board may define any topic affected by the above considerations as Restricted Business and it shall not be discussed by any body of the Company other than the Board.

17.13 If a proposed decision of the Trustees is concerned with an actual or proposed transaction or arrangement with the Company in which a Trustee is interested, that Trustee is not to be counted as participating in the decision making process for quorum or voting purposes, except where the Company has by ordinary resolution approved the counting of the Trustee for voting or quorum purposes (notwithstanding the conflict).

17.14 The duty of Trustees to avoid a conflict of interest arising in relation to a transaction or arrangement with the Company shall not be infringed where that transaction or arrangement is concerned with the provision of professional services by a Trustee to the Company.

17.15 If any situation, actual or potential exists or arises, such that a Trustee may have a conflict of interest (which for the purposes of this Article shall include an interest of any person connected to the Trustees), such situation may, when proposed to a meeting of the Trustees, be authorised by ordinary

resolution of all independent Trustees acting in good faith provided that in considering the situation of conflict the Trustees so concerned, and any Trustee connected to him, shall not be counted for quorum or voting purposes and any authority given by the independent Trustees shall be subject to such limitations or conditions as the Company may from time to time impose.

17.16 All acts bona fide done by any meeting of the Trustees or of any committee of the Trustee or Members or by any person acting as a Trustee shall notwithstanding it is discovered afterwards that there was some defect in the appointment or continuance in office of any Member or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if any such person had been duly appointed or had duly continued in office and was qualified to be a Member or Trustee (as the case may be).

17.17 The Trustees shall cause proper minutes to be made in books provided for the purpose of:

17.17.1 all appointments, removals and retirements of Members and Trustees from time to time;

17.17.2 all appointments, removals and retirements of Members appointed as directors or secretary of the Company from time to time;

17.17.3 all Meetings of the Trustees or sub-committees; and

17.17.4 all names of the Trustees present at every meeting.

Any minutes of a meeting of the Company or of any sub-committees if purported to be signed by the chairman of such meeting, shall be sufficient evidence without any further proof of the facts therein stated.

17.18 The Board shall present a written report to Association Council and the Members on matters affecting the Company each Academic Year, with not more than fifteen (15) months between each presentation.

## **18 OFFICERS**

18.1 Principal Officers shall be those Officers elected to hold full time paid positions, who shall also be Trustees and members of Association Council and shall be;

18.1.1 President

18.1.2 Vice President (Wellbeing and Community)

18.2 At each Annual General Meeting the Principal Officers for the time being shall retire from office but shall be eligible for re-election for a further year, provided that no Principal Officer may hold office for longer than two (2) Complete Academic Years. The Principal Officers shall be entitled to attend and speak at General Meetings of the Company at meetings of the Association Council and the Board of Trustees.

18.3 Elections for Officers shall be conducted in accordance with the relevant bylaws

## **19 MANAGEMENT OF FINANCES**

The Principal Officers, Company Secretary and Chair of the Board will be signatories on any bank account(s). This may be delegated to one or a number of individuals, in line with the policies and procedures set by the board.

## **20 REMUNERATION OF TRUSTEES AND STAFF**

20.1 The Trustees or Officers may be paid all reasonable out of pocket expenses properly incurred by them in connection with their attendance at meetings of the Trustees, Association Council, or any sub committee or affiliated committee or otherwise in connection with the discharge of their duties, but shall otherwise be paid no remuneration

- 20.2 Except to the extent permitted by Article 4, no Trustee or Officer shall take or hold any interest in property belonging to the Company or receive remuneration or be interested otherwise than as a Trustee or Officer in any other contract to which the Company is a party
- 20.3 Notwithstanding the provisions of Article 3 above, Principal Officers may be paid an honorarium, to be determined by the Board.
- 20.4 Any request for a review of the Principal Officer's level of honorarium must be submitted to the Board. A change to the level may not take place more than once every three (3) years.
- 20.5 The Principal Officers or Principal Officers-elect must abstain from voting on any decision pertaining to level of honorarium or re-grade requests for the role of Principal Officers.
- 20.6 Proposals for staff salary re-grades are to be presented to the Board in closed session by the President or, in the absence of the President, the Vice President.
- 20.7 Board decisions regarding staff re-grade should only be discussed in closed session, be signed and dated by the chair of that meeting, and filed in the staff members' personnel files.

## **21 EXTERNAL ORGANISATIONS**

- 21.1 Notification of all affiliations to external organisations must be made to the Members and the University, and included in the Company's Annual Report; such notice shall include the name of the organisation and any fee in accordance with the Education Act 1994.
- 21.2 There shall be external organisations in continuous affiliation. Association Council shall not approve these affiliations on an annual basis; however a Referendum or motion at a meeting of Association Council may vote to cease this affiliation in accordance with the Education Act 1994.

## **22 THE SEAL**

22.1 The Company shall not be required to, but may, at the discretion of the Trustees keep a common seal. If such a seal is kept, it shall only be used by the authority of the Trustees, who may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Trustee and the company secretary (where so appointed) or a second Trustee.

22.2 Nothing in Article 22.1 above shall require the company seal to be affixed and the Trustees may resolve to execute any document in any manner provided for in the Act.

## **23 ACCOUNTS**

23.1 The Trustees shall cause accounting records to be kept in accordance with the Act.

23.2 The accounting records shall be kept at the registered office of the Company or, subject to the Act, at such other place or places as the Trustees shall think fit, and shall always be open to the inspection of the Trustees.

23.3 The Trustees shall from time to time determine whether and to what extent and at what times and places and under what conditions, the accounts and books of the Company or any of them shall be open to inspection by Members and no Member shall (not being a Trustee) have any right of inspecting any account or book or document except as conferred by statute or authorised by the Trustees or by the Company in General Meeting.

23.4 At the Annual General Meeting in every year the Trustees shall lay before the Company a proper income and expenditure account together with a proper balance sheet made up to a date not more than six months before such meeting, which shall be drawn up in accordance with the statutory requirements for the time being in place. The accounts, balance sheet and reports together with the auditors report thereon and any other document required by law to be annexed or attached thereto or to accompany the same

shall not less than twenty-one (21) Clear Days before the date of the meeting, subject nevertheless to the provisions of the Act, be sent to the auditors and to all other persons entitled to receive notice of General Meetings in the manner in which notices are hereinafter directed to be served. The auditor's report shall be read before the Company in General Meeting.

## **24 AUDIT**

24.1 At least once in every year the accounts of the Company referred to at Article 23 shall be audited.

24.2 Auditors shall be appointed and their duties regulated in accordance with the Act, the Trustees being treated as the directors mentioned therein.

## **25 NOTICES**

25.1 A notice may be served by the Company upon any Member either personally or by sending it through the post in a pre-paid letter addressed to such Member at his registered address as appearing in the register, or to an address provided by the Member to which electronic mail may be sent.

25.2 Any Member described in the register by any address not within the United Kingdom who shall from time to time give the Company an address within the United Kingdom or an address for electronic communication at which notice may be served upon him shall be entitled to have notices served upon him at such address but save as aforesaid and as provided by the Act only those Members who are described in the register by an address within the United Kingdom shall be entitled to receive postal notices from the Company.

25.3 Any notice if served by post shall be deemed to have been served on the day following that on which the letter containing the same is put into the post and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and put into the Post Office as a first class pre-paid letter. Any notice if served by electronic communication

shall be deemed to have been served upon receipt of a report of delivery. Save as provided in these Articles the accidental omission to give notice of a meeting to or failure of notice of a meeting to reach a Member shall not invalidate the proceedings or decisions of such meeting.

## **26 INDEMNITY**

Subject to the provisions of the Act every Trustee, member of Association Council, Officer or Officer of a properly elected Affiliated Committee shall be indemnified out of the funds and assets of the Company against the liabilities incurred by him in that capacity in defending any proceedings whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by a court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company provided that this Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law.

## **27 DISSOLUTION**

27.1 The Company may not be dissolved or otherwise wound up by the Board of Trustees unless a motion to that effect has first been put and passed by a two-thirds majority at two Referenda held not less than one calendar month apart.

27.2 If upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the Members but shall be given or transferred to some other charitable institution or institutions, having objects similar to the Objects and which shall prohibit the distribution of its or their income and property amongst itself or their members to an extent at least as great as is imposed on the Company under or by virtue of Article 4 hereof, such institution or institutions to be determined by the Members at or before the time of dissolution, and if and so far as effect cannot be given to such provisions, then to some other charitable object.



## **28 RULES AND BY-LAWS**

28.1 The Board of Trustees and Association Council may from time to time make such rules or by-laws as they may deem necessary or expedient or convenient for the proper conduct and management of the Company.

28.2 The Company by Referendum or by resolution of Association Council, shall have the power to alter, add to or repeal the rules or by-laws and shall be brought to the notice of Members accompanied by explanatory text where appropriate which shall be binding on all Members.

28.3 No rule or by law shall be inconsistent with, nor shall it affect or repeal anything contained in these Articles.

## **29 ALTERATIONS OF ARTICLES**

29.1 No such addition, alteration or amendment shall be made to or in the provisions of these Articles for the time being in force, as shall make the Company a company to which sections 60 and 61 of the Companies Act 2006 does not apply.

29.2 No amendment to these Articles shall be valid or effective unless and until consent to such amendment has been received from the Charity Commission of England and Wales.

29.3 Amendments to the Articles shall only be made by a three-quarter majority of Association Council, or by Referendum subsequently approved by the Governing Body.

29.4 Amendments to spelling, grammar and the ordering of Articles can be made by Association Council, who shall also review the Articles each year (in accordance with the Education Act 1994) and vote on any changes considered to be necessary.

29.5 The Members shall be informed of all changes having a material effect on the Articles.