

MEMORANDUM OF ASSOCIATION  
BRITISH UNIVERSITIES AND COLLEGES SPORT LIM

FRIDAY



1. The name of the Company is "British Universities and Colleges Sport Limited"

2. The Company's registered office is to be situated in England and Wales.

3. This clause shall be interpreted as if it incorporated an over-riding qualification limiting the powers of the Company such that any activity which would otherwise be permitted by the terms of the clause may be carried on only if that activity furthers a purpose which is regarded as charitable for the purposes of the legislation applicable to that part of the United Kingdom in which the Company is operating.

4. Subject to the over-riding qualification in clause 3, the Company's objects are

4.1 Objects:

The Objects of the Company are the advancement for the public benefit of physical education among students and in Universities and Colleges by promoting standards in sports administration and coaching.

4.2 In furtherance of the objects:

4.2.1 to acquire (whether by grant, assignment, licence, purchase, gift or otherwise) any copyright, patent, design right, trade mark, right of publication, translation or reproduction or other intellectual property right which may appear useful to the Company and to register, renew, revoke, license or assign or otherwise turn to account or use the same;

4.2.2 to acquire and take over the whole or any part of the undertaking and liabilities of any person entitled to any property or rights suitable for any of the objects of the Company;

4.2.3 to purchase, take on feu, lease, hire, take in exchange, and otherwise acquire any property and rights which may be advantageous for the purposes of the activities of the Company;

4.2.4 to improve, manage, exploit, develop, turn to account and otherwise deal with all or any part of the undertaking, property and rights of the Company;

4.2.5 to sell, feu, let, hire, license, give in exchange and otherwise dispose of all or any part of the undertaking, property and rights of the Company;

4.2.6 to lend money and give credit to any person, with or without security, and to grant guarantees and contracts of indemnity on behalf of any person;

4.2.7 to borrow money and give security for the payment of money by, or the

performance of other obligations of, the Company or any other person;

4.2.8 to draw, make, accept, endorse, discount, negotiate, execute and issue cheques, promissory notes, bills, of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments;

4.2.9 to remunerate any individual in the employment of the Company and to establish, maintain and contribute to any pension or superannuation fund for the benefit of, and to give or procure the giving of any donation, pension, allowance or remuneration to, and to make any payment for or towards the insurance of, any individual who is or was at any time in the employment of the Company and the wife, widow, relatives and dependents of any such individual; and to establish, subsidise and subscribe to any institution, association, club and fund which may benefit any such person;

4.2.10 to make payment to the employers of directors to recognise the time spent by such directors on Company business.

4.2.11 to promote any private Act of Parliament, Provisional Order and other authority to enable the Company to carry out its objects, alter its constitution, and achieve any other purpose which may promote the Company's interests, and to oppose or object to any application or proceedings which may prejudice the Company's Interests;

4.2.12 to enter into any arrangement or contract with any organisation, government or authority which may be advantageous for the purposes of the activities of the Company and to obtain from any such organisation, government or authority any charter, right, privilege or concession;

4.2.13 to enter into partnership or any other arrangement for sharing profit, co-operation or mutual assistance with any charitable body, whether incorporated or unincorporated;

4.2.14 to give any debentures or securities and accept any shares, debentures or securities as consideration for any business, property and rights acquired or disposed of;

4.2.15 to effect insurance against risks of all kinds;

4.2.16 to invest moneys of the Company not immediately required for the purposes of its activities in such investments and securities (including land in any part of the world) and that in such a manner as may from time to time be considered advantageous (subject to compliance with any applicable legal requirements) and to dispose of and vary such investments and securities;

4.2.17 to promote companies whose activities may further one or more of the above Objects, or which may generate income to support one or more of the above objects, acquire and hold shares, stocks, debentures and other interests in such companies and carry out, in relation to any such company

which is a subsidiary of the Company, all such functions as may be associated with a holding company;

4.2.18 to establish and support any association or other unincorporated body having objects altogether or in part similar to those of the Company and to promote any company or other incorporated body formed for the purpose of carrying on any activity which the Company is authorised to carry on;

4.2.19 to amalgamate with any charitable body, incorporated or unincorporated, having objects altogether or in part similar to those of the Company;

4.2.20 to subscribe for, take, purchase and otherwise acquire and hold shares, stocks, debentures and other interests in any company with which the Company is authorised to amalgamate and to acquire and take over the whole or any part of the undertaking, assets and liabilities of any body, incorporated or unincorporated, with which the Company is authorised to amalgamate;

4.2.21 to transfer all or any part of the undertaking, property and rights of the Company to anybody, incorporated or unincorporated, with which the Company is authorised to amalgamate;

4.2.22 to subscribe and make contributions to or otherwise support charitable bodies, whether incorporated or unincorporated and to make donations for any charitable purpose connected with the activities of the Company or with the furtherance of, its objects;

4.2.23 to accept subscriptions, grants, donations, gifts, legacies and endowments of all kinds, either absolutely or conditionally or in trust for any of the objects of the Company;

4.2.24 to take such steps (by way of personal or written appeals, public meetings or any other form of advertising or appeal) as may be deemed expedient for the purpose of procuring contributions to the funds of the Company, whether by way of subscriptions, grants, loans, donations or otherwise;

4.2.25 to carry out any of these objects in any part of the world as principal, agent, contractor, trustee or in any other capacity and through an agent/contractor, subcontractor, trustee or any person acting in any other capacity and either alone or in conjunction with others;

4.2.26 to alter from time to time by special resolution the Memorandum or Articles of Association of the Company or either of them in terms of the powers to that effect conferred by law;

4.2.27 to do anything which may be incidental or conducive to the attainment of any of the objects of the Company; and

4.2.28 to pay out of the funds of the Company all reasonable costs and expenses, preliminary or incidental to the formation of the Company and its registration. and if it is declared that in this clause where the context so admits, "property" means any property, heritable or moveable, real or personal, wherever situated.

5 Subject to clause 6:

5.2 The income and property of the Company shall be applied solely towards the promotion of its objects as set out in clauses 3 and 4 of this memorandum of association.

5.3 No part of the income and property of the Company shall be paid or transferred, directly or indirectly by way of dividend, bonus or otherwise to the members of the Company;

5.4 No directors of the Company other than the Chairman shall be appointed to any office under the company in respect of which a salary or fee is payable and that on terms to be approved by the Board and any relevant regulatory authority:

5.5 Subject to Clause 5.3, no benefit in money or money's worth shall be given by the Company to any director except repayment of out-of-pocket expenses.

6 The Company shall, notwithstanding the provisions of clause 5, be entitled:

6.2 to pay reasonable and proper remuneration to any director or member of the Company in return for services (not being of a management nature) actually rendered to the Company;

6.3 to pay interest at a rate not exceeding the commercial rate on money lent to the Company by any director or member of the Company;

6.4 to pay rent at a rate not exceeding the open market rent for premises let to the Company by any director or member of the Company; and

6.5 to purchase assets from, or sell assets to, any director or member of the Company providing such purchase or sale is at market value.

7 The liability of the members is limited.

8 Every member of the Company undertakes to contribute such amount as may be required (not exceeding £10) to the Company's assets if it should be wound up while they are a member or within one year after they cease to be a member, for payment of the Company's debts and liabilities contracted before they cease to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.

9 If on the winding-up of the Company any property remains after satisfaction of all the Company's debts and liabilities, such property shall not be paid to or distributed among the members of the Company but shall be transferred to some other charitable body or bodies (whether incorporated or unincorporated) whose objects are altogether or in part ' similar to the objects of the Company and whose constitution restricts the distribution of income and assets among members to an extent at least as great as do clauses 5 and 6 of this memorandum of association.

10 The body or bodies to which property is transferred under clause 9 shall be determined by the members of the Company at or before the time of dissolution or, failing such determination by such court as may have or may acquire jurisdiction.

11 To the extent that effect cannot be given to the provisions of clauses 9 and 10, the relevant property shall be applied to some other charitable object or objects.

12 Accounting records shall be kept in accordance with all applicable statutory requirements and such accounting records shall, in particular, contain entries from day to day of all sums of money received and expended by the Company and the matters in respect of which such receipt and expenditure take place and a record of the assets and liabilities of the Company; such accounting records shall be open to inspection at all times by any director of the Company.

13 The Company's auditors shall make a report to the members on the accounts examined by them and on every balance sheet and income and expenditure account and on all group accounts, copies of which are to be laid before the Company in general meeting.

ARTICLES OF ASSOCIATION  
BRITISH UNIVERSITIES AND COLLEGES SPORT LIMITED

Interpretation

1. In these regulations:

the "Act"	means the Companies Act 1985 as amended by the Companies Acts 1989 and 2006 including any statutory modification or re-enactment thereof for the time being in force;
"AGM"	means annual general meeting;
"Application"	means a written application for membership in such form as the directors may decide for time to time as described in Article 3;
"Associates"	means such organisations who wish to support the Company's activities;
the "Articles"	means the articles of association of the Company as originally adopted or as altered from time to time;
the "Board"	means the board of directors of the Company;
"Chairman"	means the individual appointed to the office of Chairman of the Company;
"clear days"	in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
"general meeting"	means an extra-ordinary general meeting;
"Member"	means those organisations whose applications for membership of the Company are accepted in terms of Article 6;
"Member Representative"	means an individual appointed by a Member to represent the Member at AGMs and general meetings who shall have the powers of a Member as listed in Article 4;

"Nominations Committee"	means a Committee with a quorum of three persons appointed by the Board comprising the Chairman, representatives from up to three Governing Bodies of Sport with the assistance of professional human resource support whose remit is to consider applicants to serve as directors and/or Chief Executive Officer of the Company and to make recommendations to the Board thereon including where appropriate terms of appointment; declaring that where the Committee are to consider the appointment of the Chairman, the Board will appoint a director in place of the Chairman to sit on the Committee;
"Office"	means the registered office of the Company; .
"Operating Practices"	means the guidance notes prepared by the Company and as amended from time to time;
"Secretary"	means the secretary of the Company or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary;
'United Kingdom'	means Great Britain and Northern Ireland.

Unless the context otherwise requires, words or expressions contained in these regulations bear the same meaning as in the Act but excluding any statutory modification thereof not in force when these regulations become binding on the Company.

## **Members**

2. The initial subscribers to the memorandum of association of the Company and such other organisations as are admitted as Members of the Company in accordance with the Articles shall be Members of the Company. Those organisations eligible to apply for membership must be Higher Education institutions in the United Kingdom. There shall be no limit to the number of Members.

## **Application for Membership**

3. Any organisation which wishes to become a Member shall lodge with the Company Secretary a written application for membership (in such form as the directors require), signed on behalf of the organisation stating the name of its Member Representative. The directors shall determine each year the dosing date for membership applications and subscription renewals.

4. For so long as an organisation, remains a Member it shall appoint two Member Representatives. With a view to ensuring proper representation of sport within institutions, one of the Member Representatives is to be a student or member of a Member's Student Union or Athletic Union. The Member Representatives shall exercise the right of membership on behalf of the

Member. The Member retains full power to replace their Member Representatives with different Member Representatives and to allow an alternative Member Representatives to represent the organisation when the primary" Member Representatives are not available. Any such appointment whether of the primary or the alternate Member Representative shall be intimated in writing to the Company Secretary. Each Member shall name their Member Representatives each year in conjunction with payment of their subscription! Each Member Representative shall have one vote at general meetings and one vote at AGMs unless the Member's subscription fee is two or more months overdue following its due date, whereupon the Member Representatives shall not be entitled to vote until the Member's arrears have been settled in full.

5. An organisation applying for admission as a Member shall lodge such evidence in support of the application as the directors may require.

6. Every application for membership shall be considered by the Members at the first general meeting held after receipt by the Company of the written application (and, if appropriate, receipt of any supporting evidence) required under Articles 3 and 5 hereof. Any such written application must be approved by at least two-thirds of the Members at the general meeting. The Secretary shall thereafter notify each applicant in writing of the decision as to whether or not to admit them as a Member within seven clear days following the meeting at which the application was considered. Upon payment by the applicant of the annual subscription money, the name of the organisation shall be entered in the register of members of the Company and upon such entry the applicant shall become a Member.

7. In the period between an application being received and a decision being made by the current Members at the next general meeting as to whether or not the application should be accepted, the directors may decide, on payment of the appropriate subscription, to admit the applicant as an Associate, in accordance with the provisions of article 8. If the applicant is subsequently admitted as a Member, any such subscription shall be taken into account when determining the membership subscription due.

## **8. Associates**

8.1 Organisations which are not eligible to become Members in terms of Article 2 or do not wish to become Members, but wish to be kept informed of the Company's activities can apply in writing to the Company Secretary to become an Associate of the Company. Each potential Associate will thereafter be considered by the Members at the next available general meeting. If two-thirds of the Members approve the application, the applicant shall be notified in writing by the Secretary within 3 weeks of the general meeting and, on payment of the appropriate subscription, shall become an Associate of the Company.



8.2 Associates shall be entitled to such privileges as the Company shall determine from time to time, but shall not be entitled to vote at general meetings or AGMs.

### **Subscriptions**

9. Each Member or Associate of the Company shall pay such annual subscription as a majority of the Members shall determine at each AGM. Such determination may provide for differential rates of annual subscription.

### **Cessation provisions relating to Members and Associates**

10. A Member or Associate of the Company shall cease to be a Member or Associate of the Company:

10.1 if they give at least 21 clear days written notice of their resignation to the Company Secretary, in the case of a Member, or notice to withdraw in the case of an Associate;

10.2 if they fail to pay the agreed subscription fee, or any part of the agreed subscription fee (at the discretion of the directors), within two months from the date upon which such fee is due, although such Member or Associate may, on payment of the arrears of their subscription in full be reinstated at the discretion of a majority of the Members at the next general meeting,;

10.3 if they become insolvent or if a receiver or liquidator is appointed to all or part of the Member's or Associate's assets, or if any notice of any resolution is presented to have the Member or Associate wound up;"

10.4 if two-thirds of the Members at a general meeting resolve to terminate the membership of any organisation or the participation of any Associate whose continued membership or participation is not, in the opinion of the general meeting, conducive to the best interests of the Company, subject to the right of a Member (only) to appear before the general meeting to appeal against such a decision.

### **Withdrawal from Membership**

11. Any organisation which no longer wishes to be a Member or Associate shall lodge a written and signed notice of retiral (in such form as the directors require) with the Company Secretary and on receipt of such notice, by the Company, that Member's membership or Associate's association will cease.

### **Expulsion from Membership**

12. Subject to Articles 14 to 18, the Company may, by special resolution, expel any Member or Associate.

13. Any Member who wishes to propose at any general meeting a resolution for the expulsion of any other Member or Associate shall lodge with the

Company written notice of their intention to do so (identifying the Member or Associate concerned (the "Expulsee") and specifying the grounds for the proposed expulsion) not less than six weeks before the date of the general meeting.

14. The Company shall, on receipt of a notice under Article 13, send a copy of the notice to the Expulsee within 3 clear days and the Expulsee shall be entitled to make written representations ("Representations") to the Company with regard to the notice.

15. If Representations are made by a Member to the Company under Article 14, the Company shall (unless the Representations are received by the Company too late for it to do so):

(a) state in the notice convening the meeting at which the resolution is to be proposed that the Representations have been made; and

(b) send a copy of the Representations to every Member to whom notice of the meeting is to be given.

16. In the event that a copy of the Representations have not been given to each of the Members entitled to receive notice of the meeting, the Expulsee shall be entitled to be heard on the resolution at the meeting.

17. Failure to comply with any of the provisions of Articles 12 to 16 shall render any resolution for the expulsion of Member invalid.

18. A Member expelled under Articles 12 to 16 shall cease to be a Member with effect from the time at which the relevant resolution is passed.

19. No right or privilege of any Member shall be in any way transferable, but all such rights and privileges shall cease upon the Member ceasing to be such, whether by resignation or by expulsion.

### **General Meetings**

20. All meetings other than AGMs shall be called general meetings.

21. A general meeting shall be convened by the directors themselves or by the directors on requisition by one third of the Members (under section 368 of the Act) or on requisition by a resigning auditor (under section 392A(2) of the Act).

22. Subject to compliance with the requirements under section 366 of the Act as to the holding of AGMs and other provisions of these articles, the directors may convene general meetings whenever they think fit.

## **Notice of General Meetings**

23. An AGM and a general meeting convened for the passing of a special resolution or a resolution requiring special notice shall be called by at least twenty-one clear days' notice; all other general meetings shall be called by at least fourteen clear days' notice.

24. A notice convening a meeting shall specify the time and place of the meeting and the terms of any resolution which is to be proposed as a special resolution or extraordinary resolution or which constitutes a resolution requiring special notice and shall indicate the general nature of any other business to be transacted at the meeting.

25. A notice convening an AGM shall specify the meeting as an AGM.

26. Notice of every general meeting shall be given to all the Members, Associates and directors and to the Company's auditors.

27. 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.

## **Proceedings at General Meetings**

28. No business shall be transacted at any meeting unless a quorum is present; one-third of the Members entitled to vote upon the business to be transacted shall be a quorum.

29. If a quorum is not present within half an hour after the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to such time and place as may be fixed by the Chairman.

30. The Chairman shall (if present and willing to act as Chairman) preside as Chairman of the meeting; if the Chairman is not present and willing to act as Chairman within half an hour of the time appointed for holding the meeting, the directors present shall elect one of their number to act as Chairman or, if there is only one director present and willing to act, he or she shall be Chairman at that meeting.

31. If no director willing to act as Chairman is present within half an hour after the time appointed for holding the meeting, the members present shall elect one of their number to be Chairman.

32. A director shall, notwithstanding that he or she is not a member, be entitled to attend and speak at any general meeting.

33. The Chairman may, with the consent of the 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.

34. The only business which may be transacted at an adjourned meeting is business which could properly have been transacted at the meeting which was adjourned if the adjournment had not taken place.

35. Where a meeting is adjourned for thirty days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and indicating the general nature of the business to be transacted.

36. A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of the show of hands, a poll is demanded by the Chairman or by at least two members having the right to vote at the meeting.

37. Unless a poll is demanded in accordance with Article 36, a declaration by the Chairman that a resolution has been carried or carried unanimously or by a particular majority or lost or not carried by a particular majority, and an entry to that effect in the minutes of the meeting, 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.

38. The demand for a poll may before the poll is taken, be withdrawn but only with the consent of the Chairman; a demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made nor the result of a show of hands declared after the demand is so withdrawn.

39. If a poll is demanded in accordance with article 36, it shall be taken at once by means of a secret ballot of all the persons present and entitled to vote conducted in such manner as the Chairman may direct; the result of such poll shall be declared at the meeting at which the poll was demanded.

40. A resolution in writing signed by all the Member Representatives shall be as effectual as if it had been passed at a general meeting duly convened and held; it may consist of several documents in the same form each signed by one or more members.

### **Votes of Member Representatives**

41. Every Member Representative shall have one vote which must be given by them personally (whether on a show of hands or on a poll).

42. In the case of an equality of votes, whether on a show of hands, or on a poll, the Chairman of the meeting shall be entitled to a casting vote in addition to any other vote which he or she may have.

43. No objection may be raised as to the validity of any vote except at the meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid; any such objection shall be referred to the Chairman of the meeting whose decision shall be final and conclusive.

## **Maximum and Minimum Number of Directors**

44. Unless otherwise determined by a special resolution, the maximum number of directors shall be six and the minimum number of directors shall be four. The directors shall comprise a Chairman, the Student director and three persons with specific responsibilities which will be determined by the nominations committee prior to advertising vacancies.

## **Appointment, Retiral, Re-appointment of Directors**

45. Any person who wishes to be considered for appointment as a director at an AGM shall lodge with the Company Secretary a written notice of their willingness to be appointed (in such form as the directors may require), signed by such person.

46. When the Secretary receives written notice of a person's willingness to be appointed the Secretary shall refer the matter for consideration by the Nominations Committee. The Nominations Committee will then consider all applicants for a particular role and make a recommendation to the Board.

47. At an AGM the Company may, by ordinary resolution, appoint as a director any person in respect of whom a written notice of willingness to accept such an appointment has been received in accordance with Article 45 and who has been recommended for appointment by the Nominations Committee.

48. The directors may at any time appoint any person (providing they are willing to act) to be a director, either to fill a vacancy or as an additional director provided always that such person has been recommended for appointment by the Nominations Committee.

49. Directors shall be appointed for terms of Two years and may be re-appointed after serving one term. After serving two terms in office a person is not eligible for re-appointment without a break of one year. The term of office as a director for the Chairman shall be three years and the Chairman may serve for only two terms in office. The term of office as a director for the Student Director shall be one year since that post shall be subject to annual election.

## **Disqualification and Removal of Directors**

50. A director shall vacate office if:

- a. he or she ceases to be a director by virtue of any provision of the Act or becomes prohibited by law from being a director;
- b. he or she becomes bankrupt or apparently insolvent;

c. he or she becomes incapable for medical reasons of fulfilling the duties of his or her office and such incapacity is expected to continue for a period of more than six months;

d. A director shall vacate office if he or she becomes an employee of the company.

e. he or she resigns from office by giving written notice to the Company;

f. he or she is absent (without the permission of the other directors) from at least four consecutive Board meetings and the other directors resolve to remove him or her from office;

or

g. he or she is requested in writing to resign following a majority decision of the Board in circumstances where he or she was shown to have shortfalls as a consequence of proper internal processes.

#### **Directors' Interests**

51. Subject to the provisions of the Act and of clause 4 of the memorandum of association and provided that he or she has disclosed to the other directors the nature and extent of any material interest of his or hers, a director notwithstanding his or her office :

a. may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested;

b. may be a director or other officer of, or employed by or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the Company is otherwise interested; and

c. shall not, by reason of his or her office, be accountable to the Company for any benefit which he or she derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be treated as void on the ground of any such interest or benefit.

52. For the purposes of the Article 51:

a. a general notice given to the directors that a director is to be regarded as having an interest, of the nature and extent specified in the notice, in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a

disclosure that the director has an interest in any such transaction of the nature and extent so specified; and

- b. an interest of which a director has no knowledge and of which it is unreasonable to expect him or her to have knowledge shall not be treated as an interest of his or hers.

### **Directors' and Chairman's Remuneration and Expenses**

53 The Chairman shall receive remuneration and if a director is in employment then the employer of such director may receive a payment by the way of an honorarium to recognise the time spent by such director on the Company's business. The Nominations Committee will be responsible for setting the level of remuneration and honoraria annually.

54. The directors may be paid travelling and other expenses properly incurred by them in connection with their attendance at meetings of directors, interest groups, meetings of committees of directors or otherwise in connection with the discharge of their duties.

### **Powers of Directors**

55. Subject to the provisions of the Act, the memorandum of association, the Articles and any special resolutions, the business of the Company shall be managed by the directors who may exercise all of the powers of the Company. The directors shall at all times have regard to, and shall exercise their powers in accordance with the Operating Practices and any variation thereof for the time being in force.

56. No alteration of the memorandum of association or the Articles and no special resolution shall invalidate any prior act of the directors which would have been valid if that alteration had not been made or that special resolution had not been passed.

57. The powers conferred by article 55 shall not be limited by any special power conferred on the directors by the Articles.

58. A meeting of directors at which a quorum is present may exercise all of the powers exercisable by the directors.

59. The directors may, by power of attorney or otherwise, appoint any person to be the agent of the Company for such purpose and on such conditions as they may determine, including authority for the agent to delegate all or any of his or her powers.

### **Proceedings of Directors**

60. Subject to the provisions of the Articles, the directors may regulate their proceedings as they think fit.

61. Any director may call a meeting of the directors or request the Secretary to call a meeting of the directors.

62. No notice of a meeting of directors need be given to a director who is absent from the United Kingdom.

63. Questions arising at meetings of directors shall be decided by a majority of votes; in the case of an equality of votes, the Chairman shall have a second or casting vote.

64. The quorum for the transaction of the business of the directors will be three.

65. The continuing directors or a sole continuing director may act notwithstanding vacancies but if the number of remaining directors is less than the number fixed as the quorum, they or he or she may act only for the purpose of filling vacancies.

66. Unless he or she is unwilling to do so, the Chairman shall preside as Chairman at every meeting of directors at which he or she is present.

67. If the Chairman is unwilling to act as Chairman or is not present within fifteen minutes after the time appointed for the meeting, the directors present may appoint one of their number to be Chairman of the meeting.

68. All acts done by a meeting of directors or by a meeting of a committee of directors or by a person acting as a director shall, notwithstanding that it is later discovered that there was a defect in the appointment of any director, that any director was disqualified from holding office, had vacated office or was not entitled to vote, be as valid as if every such director had been duly appointed and had continued to be a director and had been entitled to vote.

69. A resolution in writing signed by all the directors entitled to receive notice of a meeting of directors or of a committee of directors shall be as valid and effectual as if it had been passed at a meeting of directors or (as the case may be) a committee of directors duly convened and held; it may consist of several documents in the same form each signed by one or more directors.

70. Except as otherwise provided by the Articles, a director shall not vote at a meeting of directors or at a meeting of a committee of directors on any resolution concerning a matter in which he or she has, - directly or indirectly an interest or duty which is material and which conflicts or may conflict with the interests of the Company unless the interest or duty arises only because the case falls within either or both of the following paragraphs:

- a. the resolution relates to the giving by the director of a guarantee, security or indemnity in respect of money lent to, or any obligation incurred by the director for the benefit of, the Company or any of its subsidiaries; and/or



b. the resolution relates to the giving to a third party of a guarantee, security or indemnity in respect of an obligation of the Company or any of its subsidiaries for which the director has assumed responsibility in whole or part (and whether alone or jointly with others) under a guarantee or indemnity or by the giving of security.

71. For the purposes of Article 70, an interest of a person who is, for any purpose of the Act (excluding any statutory modification not in force at the date of incorporation of the Company), connected with a director shall be treated as an interest of the director.

72. A director shall not be counted in the quorum present at a meeting in relation to a resolution on which he or she is not entitled to vote.

73. The Company may by special resolution suspend or relax to any extent, either generally, or in respect of any particular matter, any provision of the Articles prohibiting a director from voting at a meeting of the directors or at a meeting of a committee of directors.

74. Where proposals are under consideration concerning the appointment of two or more directors as office bearers with the Company the proposals may be divided and considered in relation to each director separately; provided he or she is not for another reason precluded from voting, each of the directors concerned shall be entitled to vote and be counted in the quorum in respect of each resolution except that concerning his or her own appointment.

75. If a question arises at a meeting of directors or at a meeting of a committee of directors as to the right of a director to vote, the question may, before the conclusion of the meeting, be referred to the Chairman of the meeting and the Chairman's ruling in relation to any director other than himself or herself shall be final and conclusive.

76. The directors may invite or allow any person to attend and speak, but not to vote, at any meeting or meetings of the directors or of any committee of the directors.

### **Delegation to Committees**

77. The directors may delegate any of their powers to any committee in accordance with the Operating Practices; they may also delegate to the convener of such committee or any director holding any other executive office' such of their powers as they consider desirable to be exercised by him or her.

78. Any delegation of powers under Article 77 may be made subject to such conditions as the directors may impose and either collaterally with or to the exclusion of their own powers and may be revoked or altered.

79. Subject to any condition imposed in pursuance of Article 78, the proceedings of a committee consisting of two or more directors shall be

governed by the Articles' regulating the proceedings of meetings of directors so far as they are capable of applying;

### **Advisory Group**

80. The Board shall be assisted in its operations by an Advisory Group which shall comprise the Chief Executive Officer, four elected students, four elected non students, the student and non student chair from each regional executive group including the three national executive groups (SUS UWAU & NIUSC). The elected student members of the Advisory Group shall be elected at the Annual General Meeting each year, the non student members will also be elected at the AGM, but will serve for a term of two years. In addition to those elected, the Board may co-opt up to three people acting in a non-executive capacity to the Advisory Group, where there are identified skills gaps in the Advisory Group. The Advisory Group will elect a Chair from within its membership.

### **Commissioned Groups**

81. The Board shall constitute such interest groups as it considers appropriate and shall provide them with appropriate terms of reference within which to operate.

### **Secretary**

82. Subject to the provisions of the Act, the Secretary shall be appointed by the directors for such term, at such remuneration and upon such conditions as they may think fit; and any Secretary so appointed may be removed by the directors. The Secretary will normally be the Director with responsibility for finance

### **Minutes**

83. The directors shall ensure that minutes are made (in books kept for the purpose) of all proceedings at general meetings, meetings of the directors, meetings of committees of directors and meetings of general committees; a minute of a meeting of directors or of a committee of directors shall include the names of the directors present.

### **Accounts**

84. No member Representative shall (as such) have any right of inspecting any accounting records on other book or document of the Company except as conferred by statute or as authorised by the directors or by ordinary resolution of the Company.

### **Auditors**

85. Auditors of the Company shall be appointed and their duties regulated in accordance with the Act.

## **Notices**

86. Any notice to be given in pursuance of these Articles shall be in writing; the Company may give any such notice to a Member or Member Representative or Associate either personally or by sending it by post in a pre-paid envelope addressed to the Member or Member Representative or Associate at his or her registered address or by leaving it at that address.

87. Any notice if sent by post, shall be deemed to have been given at the expiry of twenty four hours after posting; for the purpose of proving that any notice was given it shall be sufficient to prove that the envelope containing the notice was properly addressed and posted.

88. A Member Representative present at any meeting of the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.

## **Winding-Up**

89. If the Company is wound up, the liquidator shall transfer the assets of the Company to an appropriate body in accordance with the provisions of the memorandum of association.

## **Indemnity**

90. Subject to the provisions of the Act but without prejudice to any indemnity to which a director may otherwise be entitled, every director or other officer or auditor of the Company shall be indemnified out of the assets of the Company against any loss or liability which he or she may sustain or incur in connection with the execution of his or her duties of office including ..without prejudice to that generality, any liability incurred in defending any proceedings, whether civil or criminal, in which judgement is given in his or her favourer in which he or she is acquitted or in connection with any application in which relief is granted by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.