

Company Number: 08738730

Company Name: NOTTINGHAM TRENT STUDENTS' UNION

The Changes to the Memorandum and Articles

All Student Meeting

Passed at an all student meeting on 23rd November 2017

The Union Notes:

The Memorandum & Articles of Association (M&A) is the legal document which outlines how your Union is run. It is best practice to review this document regularly, and we are aware that there are currently certain issues with the M&A which in some cases may restrict the level to which students are able to engage with the Union. These include:

1. The use of gendered and specifically masculine language, which is not inclusive for women or trans students
2. Errors in grammar, numbering and formatting, which can make it difficult to understand
3. Restrictions on the amount of time that students can serve as Officer Trustee beyond the limits set out in the Education Act
4. A lack of clarity on the ability for NTSU student staff to run for Officer Trustee roles
5. The make-up of the Board and its committees which are outdated and do not reflect external guidance

The Union Believes:

1. Our M&A should be inclusive for all students
2. Our M&A should be as easy to read as possible
3. Students should have as many opportunities as possible and should be able to run for a total of 4 years as an Officer Trustee (up to 2 years as a Non-Sabbatical Officer, and up to 2 years a Sabbatical Officer)
4. Students should be encouraged to engage with as many areas of the Union as they want to, including part time staff roles
5. Our Trustee Board should have strong student representation and always reflect current best practice

The Union Resolves:

1. To implement an updated version of the M&A which incorporates all the changes outlined above, pending approval from the University

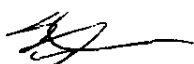
Organisational Approval

The motion (as worded above) was presented to the Nottingham Trent Students' Union Trustee Board on the 6th December 2017.

Final Approval

The wording of the new M&A document was sent to Nottingham Trent University Board of Governors and approved on the 6th February 2018.

Signed



Martha Longdon

NTSU President and Chair of NTSU Trustee Board

FRIDAY



RM

R6ZG45CQ

09/02/2018

#68

COMPANIES HOUSE

Summary of proposed changes to the Nottingham Trent Students' Union Memorandum and Articles of Association (Last approved in September 2013).

These changes have been proposed by the Nottingham Trent Students' Union Board of Trustees.

They are proposed to the Student Members in line with Article 1.7, for a period of 10 days during which Student Members can submit any amendments to the Board via the President: president@su.ntu.ac.uk. **The deadline for amendments is 17:00 on Friday 3rd November.** The Board will consider any amendments and submit a final proposal to the Union Meeting on 23rd November 2017.

1	Page 4	Appointments Committee	Change in line with how the committee has been working and to maintain Student Members on the committee.
2	Page 5	Connected Person	Gender language change
3	Page 6	Connected Person	Gender language change
4	Page 7	Non-Sabbatical Officer	Insert clarification on 'student member' status
5	Page 8	Referendum	Removal of repeated word 'in'
6	Page 10	1.1.3.2	Removal of Gender language definition
7	Page 17	1.5.3.9.2	Gender language change
8	Page 17	Exceptional Circumstances	Removal of error in numbering 1.5.3.9.8 given to a heading
9	Page 18	1.5.4	Grammar change from 'is' to 'are'
10	Page 20	2.2.1.1	Gender language change
11	Page 20	2.3	Gender language change
12	Page 21	2.6.1	Gender language change
13	Page 21	2.7.2	Gender language change
14	Page 25	4.4.3	Gender language change
15	Page 30	5.1.1.1	Change from 10 to 8 possible Officer trustees (see 5.1.1.2 change)
16	Page 30	5.1.1.2	Change from 3 to 4 possible student trustees to ensure unpaid trustees are in the majority as per charity commission guidance
17	Page 30	5.1.2	Increasing maximum external trustee term from 6 to 9 years to match University trustee and in line with new charity code of governance guidance
18	Page 30	5.1.2	Remove mention to 5.1.3, 5.2.2 and 5.3.4 as they are unnecessary.
19	Page 30	5.1.3	Clarifying University Trustee term lengths in line with 5.1.2
20	Page 30	5.1.4	Clarifying that student staff can run for trustee positions.
22	Page 30	5.1.4	Change to clarify that student staff can run for a trustee role
21	Page 30	5.1.5	Gender language change

23	Page 31	5.2	Major wording changes to clarify the intention to comply with section 22 of the education act. This has the effect of allowing student members to serve 2 years as a major office holder (sabbatical position) and 2 years as a non-sabbatical officer – subject to the articles.
24	Page 31	5.2.1	Change the number of officer trustees to match the change above (5.1.1.1)
25	Page 31	5.2.1	Remove reference to 1.5.3.9 which is not relevant.
26	Page 32	5.3.1	Change the number of student trustees to match the change above
27	Page 32	5.3.2	Gender language change
28	Page 32	5.4.3	To match the change in terms in 5.1.2
29	Page 32-33	5.5.1 (1-11)	Gender language change
30	Page 32	5.5.1	Add in missing 'if'
31	Page 32	5.5.1.9	Change to more accessible language around mental health
32	Page 34	5.8.2	Gender language change
33	Page 35	5.9.1	Gender language change
34	Page 35	5.9.2	Gender language change
35	Page 38	5.13.2	Gender language change
36	Page 38	5.13.4	Gender language change
37	Page 39	5.16.4	Gender language change
38	Page 41	5.20.1	Change of language to ensure that for the board to be quorate 50% of the meeting is made up of student members (officers and student trustees)
39	Page 41	5.20.2	Gender language change
40	Page 41-42	5.21.2 – 5.21.5	Gender language change
41	Page 42	5.23.1	Gender language change
42	Page 44	5.23.8.2	Gender language change
43	Page 44	5.24	Gender language change
44	Page 46	6.2.2.1	Gender language change
45	Page 50	6.9 (.1-.4)	Gender language change
46	Page 50	6.9.5	Gender language change

MEMORANDUM AND ARTICLES

OF ASSOCIATION

of

NOTTINGHAM TRENT STUDENTS' UNION

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

THE COMPANIES ACT 2006

**Anthony Collins Solicitors LLP
134 Edmund Street
Birmingham
B3 2ES**

Ref: 40681.0002

COMPANIES HOUSE

COMPANY NOT HAVING A SHARE CAPITAL

**MEMORANDUM OF ASSOCIATION OF
NOTTINGHAM TRENT STUDENTS' UNION**

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 each

subscriber

**Authentication
by each
subscriber**

Dated:

The Companies Act 2006
Company Limited by Guarantee and not having a Share Capital
Articles of Association of Nottingham Trent Students' Union

BACKGROUND

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

ARTICLE 1
KEY CONSTITUTIONAL PROVISIONS

1 KEY CONSTITUTIONAL PROVISIONS

1.1 Definitions and Interpretation

1.1.1 In these Articles:

"Academic Year"	means the period determined by Nottingham Trent University as the period during which Students are required to be registered with Nottingham Trent University;
"Appointments Committee"	means the Committee established by the Board that will include a minimum of three and a maximum of four Trustees, inclusive of the President and the University Trustee;
"the Articles"	means these Articles of Association of the Union;
"Associate Member"	means a person admitted to associated membership in accordance with Article 2.8;
"the Board"	means the Board of Trustees of the Union and (where appropriate) includes a Committee and the Trustees acting by written resolution;
"Board Meeting"	means a meeting of the Board;
"Chair"	means (subject to the context) either the President or where the President is not present or has not taken the chair at a meeting means the person who is chairing a Board Meeting or General Meeting at the time;
"Charity Commission"	means the Charity Commission for England and Wales;
"Chief Executive"	means the chief executive of the Union who is appointed by the Board;

"circulation date"	in relation to a Company Law Members' written resolution has the meaning given to it in the Companies Act;
"Clear Days"	in relation to a period of notice means the 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;
"Code of Conduct"	means the code of conduct established from time to time by the Board and approved by the Student Members relating to the discipline of Student Members in the cases of misconduct as described at Article 2.4;
"Code of Practice"	means the code of practice relating to Nottingham Trent University's obligations under Section 22 of the Education Act;
"Committee"	means a committee of the Board exercising powers delegated to it by the Board;
"the Companies Act"	means the Companies Acts (as defined in section 2 of the Companies Act 2006) insofar as they apply to the Union and any statutory modification or re-enactment thereof for the time being in force;
"Companies House"	means the office of the Registrar of Companies;
"Company Law Member"	means a member of the Union for the purposes of the Companies Act who is admitted under Article 2.5;
"Connected Person"	means 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, limited liability partnership or firm of which a Trustee is a paid director, member, partner or employee or of which they are a shareholder holding more than 1% of the capital;
"Democratic Procedures Document"	means the document setting out the working practices of the Union made and altered from time to time in accordance with Article 6.1;
"Deputy Chair"	means a person elected as the deputy chair of the Union under Article 5.21.2;
"Education Act"	means the Education Act 1994 and any statutory modification or re-enactment thereof for the time being in force;
"the Effective Date"	means the date on which the undertaking previously carried on by the unincorporated charity also known as Nottingham Trent Students' Union (charity number 1146609) is transferred to the Union;
"electronic form and electronic means"	has the meaning given in Section 1168 of the Companies Act 2006;
"the Executive Committee"	means the committee set up in accordance with the Democratic Procedures Document comprising of the Officer Trustees;
"External Trustee"	means a Trustee appointed in accordance with Article 5.4 who for the avoidance of doubt shall not be deemed to be either a major union office holder or a sabbatical union office holder for the purposes of section 22 of the Education Act;
"financial expert"	an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;
"General Meeting"	means a meeting of Company Law Members for the purposes of the Companies Act;
"hard copy and hard copy form"	have the meanings respectively given to them in the Companies Act;

"including"	means "including without limitation" and "include" and "includes" are to be construed accordingly;
"Members"	means the Student Members and the Company Law Members;
"the Memorandum"	means the Memorandum of Association of the Union;
"Non-Sabbatical Officer"	means an Officer Trustee who is a Student Member and appointed in accordance with Article 5.2 to an unpaid position that is specified to be a non-sabbatical role in the Democratic Procedures Document, who for the avoidance of doubt shall not be deemed to be either a major union office holder or a sabbatical union office holder for the purposes of section 22 of the Education Act;
"Nottingham Trent University"	means the institute for higher education known as Nottingham Trent University;
"the Objects"	means the objects of the Union set out in Article 1.3;
"Observers"	means those persons (other than Trustees) present under Article 5.16 at a Board Meeting;
"Officer Trustee"	means a Trustee elected in accordance with Article 5.2 being either a Sabbatical Officer or a Non-Sabbatical Officer;
"Policy"	means representative and campaigning policy set democratically by Referenda, Student Members or the Student Council;
"President"	means the president of the Union, as elected by the Student Members in accordance with the Democratic Procedures Document;
"RAG"	the raise and give society that develops students by providing them with an opportunity to raise funds for charitable causes;

"Referendum"	means a ballot of the Student Members in which all Student Members are entitled to cast a vote the protocol for which is set out in Article 3 and in the Democratic Procedures Document;
"Registered Office"	means the registered office of the Union situated in England and Wales;
"Sabbatical Officer"	means an Officer Trustee appointed in accordance with Article 5.2 to a paid position that is specified to be a sabbatical role in the Democratic Procedures Document and any individual so elected shall be a "major union office holder" for the purposes of section 22 of the Education Act;
"Secretary"	means the company secretary of the Union including a joint, assistant or deputy secretary;
"Secure Petition"	means a written request to the Union fixed in a pre-arranged place or places or held securely on-line;
"Student"	means any individual who is formally registered for an approved programme of study provided by Nottingham Trent University and for the avoidance of doubt whether someone satisfies this definition shall be determined by Nottingham Trent University;
"the Student Council"	means the Student body elected by and from Students, which may be involved in establishing Policy, such Student body to be constituted in accordance with these Articles and the Democratic Procedures Document;
"Student Members"	means student members of the Union as defined in Article 2.2 which includes Sabbatical Officers (and does not mean

	members for the purposes of the Companies Act) being, from the Effective Date, those that satisfy that definition;
"Student Trustee"	means a Trustee appointed in accordance with Article 5.3 who is a Student and for the avoidance of doubt shall not be deemed to be a major union office holder for the purposes of section 22 of the Education Act;
"Subsidiary Company"	means any company in which the Union holds more than 50% of the shares, controls more than 50% of the voting rights attached to the shares or has the right to appoint a majority of the board of the company;
"Trustee"	means a company director of the Union being an Officer Trustee, a Student Trustee, a University Trustee or an External Trustee;
"Trustees"	means the company directors of the Union being the Officer Trustees, Student Trustees, the University Trustee and the External Trustees;
"the Union"	means the company intended to be regulated by the Articles;
"United Kingdom"	means Great Britain and Northern Ireland;
"University Trustee"	means a Trustee appointed by Nottingham Trent University; and
"Working Day"	means any day on which Nottingham Trent University is open other than a Saturday, Sunday, bank holiday or public holiday;

- 1.1.2 If any dispute arises in relation to the interpretation of these Articles or any of the Democratic Procedures Document it shall be resolved by the President.
- 1.1.3 In the Articles:
 - 1.1.3.1 terms defined in the Companies Act are to have the same meaning;
 - 1.1.3.2 references to the singular include the plural and vice-versa;
 - 1.1.3.3 references to "organisations" or "persons" include corporate bodies, public bodies, unincorporated associations and partnerships;
 - 1.1.3.4 references to legislation, regulations, determinations and directions include all amendments, replacements or re-enactments and references to legislation (where appropriate) include all regulations, determinations and directions made or given under it;
 - 1.1.3.5 references to articles are to those within the Articles; and
 - 1.1.3.6 headings are not to affect the interpretation of the Articles.
- 1.1.4 For the avoidance of doubt the system of law governing the Memorandum and the Articles is the law of England and Wales.
- 1.1.5 None of the model articles in the Companies (Model Articles) Regulations 2008 applies to the Union.

1.2 Name

The name of the Union is Nottingham Trent Students' Union.

1.3 Objects

The Union's Objects are the advancement of education of students at Nottingham Trent University for the public benefit by:-

- 1.3.1 promoting the interests and welfare of students at Nottingham Trent University during their course of study and representing, supporting and advising Students;
- 1.3.2 being the recognised representative channel between Students and Nottingham Trent University and any other external body; and
- 1.3.3 providing social, culture, sporting and recreational activities and forums for discussions and debate for the personal development of Students.

1.4 Powers

The Union may do anything that a natural or corporate person can lawfully do (which is not expressly prohibited by the Articles) in order to further the Objects (but not otherwise) and in particular is has powers to:

- 1.4.1 provide services and facilities for Student Members;
- 1.4.2 establish, support, promote and operate a network of student activities for Student Members;
- 1.4.3 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;
- 1.4.4 alone or with other organisations:
 - 1.4.4.1 *carry out campaigning activities;*
 - 1.4.4.2 seek to influence public opinion; and/or
 - 1.4.4.3 make representations to and seek to influence governmental and other bodies and institutionsregarding 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;
- 1.4.5 write, make, commission, print, publish or distribute materials or information or assist in these activities
- 1.4.6 promote, initiate, develop or carry out education and training and arrange, provide or assist with exhibitions, lectures, meetings, seminars, displays or classes;
- 1.4.7 promote, encourage, carry out or commission research, surveys, studies or other work and publish the useful results;
- 1.4.8 provide or appoint others to provide advice, guidance, representation and advocacy;
- 1.4.9 establish, promote, assist or support (financially or otherwise) any trusts, companies, industrial and provident societies, associations or institutions which have purposes which include the Objects or to carry on any other relevant charitable purposes;

- 1.4.10 co-operate or join with any charity, voluntary body or public or statutory authority or any other organisation in any location whatsoever in furthering the Objects or allied charitable purposes, to exchange information and advice and to undertake joint activities with them;
- 1.4.11 amalgamate with any charity which has objects similar to the Objects;
- 1.4.12 undertake and execute any charitable trusts;
- 1.4.13 affiliate, register, subscribe to or join any organisation;
- 1.4.14 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 Objects);
- 1.4.15 purchase or acquire all or any of the property, assets, liabilities and engagements of any charity with objects similar to the Objects;
- 1.4.16 raise funds and invite and receive contributions;
- 1.4.17 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 2011);
- 1.4.18 purchase, lease, exchange, hire or otherwise acquire any real or personal property rights or privileges (including shared or contingent interests);
- 1.4.19 construct, alter, improve, convert, maintain, equip, furnish and/or demolish any buildings, structures or property;
- 1.4.20 sell, lease, licence, manage, exchange, dispose of or otherwise deal with property (subject to the restrictions in the Charities Act 2011);
- 1.4.21 provide accommodation for any other charitable organisation on such terms as the Board decides (including rent-free or at nominal or non-commercial rents) subject to the restrictions in the Charities Act 2011;
- 1.4.22 make grants, donations or loans, to give guarantees and to give security for those guarantees (subject to the restrictions in the Charities Act 2011);
- 1.4.23 hold, conduct or promote meetings, conferences, lectures, exhibitions or training courses and to disseminate information to publicise the work of the Union and other organisations operating in similar fields;
- 1.4.24 co-operate with and enter into contracts with any person;

- 1.4.25 draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank or building society accounts in the name of the Union;
- 1.4.26 deposit or invest funds and deal with the Union's money not immediately required for its Objects in or upon any investments, securities or property;
- 1.4.27 employ a professional fund-manager;
- 1.4.28 arrange for the investments or other property of the Union to be held in the name of a nominee in the same manner and subject to the same conditions as trustees of a trust are permitted to do by the Trustee Act 2000;
- 1.4.29 insure the assets of the Union to such amount and on such terms as the Board decides, to pay premiums out of income or capital and to use any insurance proceeds as the Board decides (without necessarily having to restore the asset);
- 1.4.30 insure and to indemnify the Union's employees and voluntary workers from and against all risks incurred in the proper performance of their duties;
- 1.4.31 take out insurance to protect the Union and those who use premises owned by or let or hired to the Union;
- 1.4.32 provide indemnity insurance for the Trustees in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011;
- 1.4.33 set aside funds for special purposes or as reserves against future expenditure
- 1.4.34 delegate the management of investments to an appropriately experienced and qualified financial expert provided that:
 - 1.4.34.1 the investment policy is set down in writing for the financial expert by the Trustees;
 - 1.4.34.2 every transaction is reported promptly to the Trustees;
 - 1.4.34.3 the performance of the investments is reviewed regularly by the Trustees;
 - 1.4.34.4 the Trustees are entitled to cancel the delegation at any time;
 - 1.4.34.5 the investment policy and the delegation arrangements are reviewed at least once a year;

- 1.4.34.6 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
- 1.4.34.7 the financial expert may not do anything outside the powers of the Trustees;
- 1.4.35 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 to pay any reasonable fee required;
- 1.4.36 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;
- 1.4.37 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;
- 1.4.38 trade in the course of carrying out any of the Objects and carry on any other trade which is not expected to give rise to taxable profits;
- 1.4.39 establish or acquire Subsidiary Companies to carry on any trade;
- 1.4.40 subject to Article 1.5 (Limitation on private benefits), employ and pay employees and professionals or other advisors;
- 1.4.41 recruit or assist in recruiting and managing volunteers including paying their reasonable expenses;
- 1.4.42 grant pensions and retirement benefits to employees of the Union and to their dependents and subscribe to funds or schemes for providing pensions and retirement benefits for employees of the Union and their dependents; and
- 1.4.43 do all such other lawful things as shall further the Objects.

1.5 Limitation on Private Benefits

1.5.1 General

The income and property of the Union must be applied solely towards promoting the Objects and (except to the extent authorised by this Article 1.5):

- 1.5.1.1 no part may be paid or transferred directly or indirectly by dividend, bonus or profit to a Member; and

- 1.5.1.2 a Trustee may not directly or indirectly receive any payment of money or benefit from the Union.

1.5.2 Benefits to Members

Notwithstanding Article 1.5.1 the Union may make the following payments or grant the following benefits to Members:

Interest and Rent

- 1.5.2.1 reasonable and proper interest on money lent by any Member to the Union;
- 1.5.2.2 reasonable rent, service charges or other payments properly payable under the provisions of any lease, agreement for lease or licence in respect of premises let by any Member to the Union or a reasonable hiring fee for premises hired by any Member to the Union;

Supply of Goods or Services

- 1.5.2.3 reasonable payments to a Member in return for goods and/or services supplied to the Union pursuant to a contract;

Out of Pocket Expenses

- 1.5.2.4 reasonable and proper out of pocket expenses to Members who are engaged by the Union as volunteers in the work of the Union and which are actually incurred by them in carrying out their work as volunteers;

Employee

- 1.5.2.5 payment as an employee of the Union provided that where the Member is also a Trustee the payment is authorised in accordance with Article 1.5.3.9;

Benefits to Members

- 1.5.2.6 the grant of a benefit to a Member who is a beneficiary of the Union in the furtherance of the Objects; and

Exceptional Circumstances

- 1.5.2.7 other payments or benefits approved in writing in advance by the Charity Commission.

1.5.3 Benefits to Trustees

Notwithstanding Article 1.5.1 the Union may make the following payments or grant the following benefits:

Out of pocket expenses

- 1.5.3.1 the reimbursement of Trustees of reasonable and proper out-of-pocket expenses (including, without limitation, travel and dependants' care costs) actually incurred in enabling them to carry out their duties as Trustees;
- 1.5.3.2 reasonable and proper out of pocket expenses to those Trustees who are engaged by the Union as volunteers in the work of the Union and which are actually incurred by them in carrying out their work as volunteers;

Indemnity

- 1.5.3.3 an indemnity to Trustees or officers under the indemnity provisions set out in Article 6.9;
- 1.5.3.4 the benefit to Trustees of indemnity insurance under Article 1.4.32;

Fees to companies in which Trustees have Negligible Interests

- 1.5.3.5 a payment to a company in which a Trustee or Connected Person has no more than a 1% shareholding;

Interest and Rent

- 1.5.3.6 reasonable and proper interest on money lent by any Trustee or Connected Person to the Union;
- 1.5.3.7 reasonable rent, service charges or other payments properly payable under the provisions of any lease, agreement for lease or licence in respect of premises let by any Trustee or Connected Person to the Union or a reasonable hiring fee for premises hired by any Trustee or Connected Person to the Union;

Beneficiaries

- 1.5.3.8 benefits provided in furtherance of the Objects to any Trustee or Connected Person who is a beneficiary of the Union where those benefits are the same as or similar to benefits provided to other beneficiaries;

Employment/Supply of Goods and Services

- 1.5.3.9 payments to a Sabbatical Officer or Connected Person who is employed by the Union or who enters into a contract for the supply of goods or services to the Union (other than for acting as a Trustee) provided that:-

- 1.5.3.9.1. the remuneration or other sums paid to the Sabbatical Officer or Connected Person do not exceed an amount that is reasonable in all the circumstances;
- 1.5.3.9.2. the Trustee is absent from the part of any meeting at which there is a discussion of their employment or remuneration or any matter concerning the contract, their performance in the employment or their performance of the contract, any proposal to enter into any other contract or arrangement with the trustee or to confer any benefit upon them and/or any other matter relating to payment or the conferring any benefit to them;
- 1.5.3.9.3. the Trustee does not vote on any such matter and is not counted when calculating whether a quorum of Trustees is present at the meeting;
- 1.5.3.9.4. the other Trustees are satisfied that it is in the interests of the Union to employ or to contract with the Sabbatical Officer or Connected Person rather than with someone who is not a Trustee. In reaching that decision the Trustees must balance the advantage of employing or contracting with a Trustee against the disadvantages of doing so (especially the loss of a Trustees' services as a result of dealing with the Trustee's conflict of interest);
- 1.5.3.9.5. the reason for the Trustees' decision is recorded in the minutes of the Board Meeting;
- 1.5.3.9.6. at all times the provisions of the Education Act are complied with; and
- 1.5.3.9.7. at no time shall a majority of the Trustees receive payment pursuant to this Article 1.5.3.9 and when calculating whether a majority of Trustees are receiving payment, payment to a Connected Person shall be deemed to be a payment to a Trustee.

Exceptional Circumstances

1.5.3.10 other payments or benefits approved in writing in advance by the Charity Commission.

1.5.3.11 The provisions in Article 1.5.3 on the making of payments and the granting of benefits by the Union to Trustees and Connected Persons shall also extend to payments made to Trustees and Connected Persons by any Subsidiary Company.

1.5.4 Where a vacancy arises on the Board with the result that a majority of the Trustees are receiving a payment under Article 1.5.3.9 the Union may continue to pay remuneration to its Sabbatical Officers and any Connected Persons receiving remuneration in accordance with Article 1.5.3.9 provided that the Union uses all reasonable endeavours to fill the vacancy as soon as possible.

1.6 Dissolution

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. 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 at or before the time of winding up or dissolution.

1.7 Reviewing and Amending the Articles

1.7.1 The Trustees and Nottingham Trent University shall review the Articles at intervals at not more than five years.

1.7.2 No amendment of the Articles shall be made which would have the effect of the Union ceasing to be a charity.

1.7.3 Articles 1.3 (Objects), 1.5 (Limitation on private benefits) and 1.6 (Dissolution) may not be amended without the prior written consent of the Charity Commission.

1.7.4 Subject to Articles 1.7.2 and 1.7.3 any amendment to the Articles shall require the following:-

1.7.4.1 the circulation by the Board of a proposal to amend the Articles to the Student Members ("the Proposal");

- 1.7.4.2 a period of time (set out in the Democratic Procedures Document) during which any amendments to the Proposal may be submitted to the Board;
- 1.7.4.3 the circulation by the Board to the Student Members of a resolution to approve either the Proposal or a revised Proposal incorporating some or all of the amendments submitted in accordance with Article 1.7.4.2 which the Board in their absolute discretion have accepted;
- 1.7.4.4 a resolution passed at a meeting of the Student Members by a two thirds majority of those voting, approving the Proposal or the revised Proposal (as the case may be);
- 1.7.4.5 a special resolution of the Company Law Members making the amendments to the Articles that have been approved by a resolution of the Student Members in accordance with Article 1.7.4.3; and
- 1.7.4.6 the approval of Nottingham Trent University as required for the purposes of compliance with Section 22 of the Education Act.

ARTICLE 2 MEMBERS

2 MEMBERS

2.1 Members of the Union

2.1.1 The Members are as follows:

2.1.1.1 Student Members; and

2.1.1.2 Company Law Members.

2.1.2 The Union may also have Associate Members in accordance with Article 2.8 but Associate Members are not Members.

2.2 Student Members

2.2.1 The Student Members shall be as follows:

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

2.2.1.2 the Sabbatical Officers of the Union.

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

2.2.3 Student Membership is personal and not transferable.

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

2.3 Termination of Student Membership

A Student Member shall cease to be a Student Member if they:

2.3.1 cease to be a Student;

2.3.2 cease to be a Sabbatical Officer and do not immediately become a Student;

2.3.3 opt out of Student Membership by giving written notice to the Union in accordance with the Democratic Procedures Document; or

2.3.4 die.

2.4 Code of Conduct

- 2.4.1 The Board will establish, monitor and as necessary alter and replace a “code of conduct”, such Code of Conduct and any alterations or replacements to be approved by the Student Members as set out in the Democratic Procedures Document.
- 2.4.2 All Student Members shall be required to adhere to the Code of Conduct, including when Student Members are involved in activities or at events that are administered or organised by the Union or any of its Subsidiary Companies or by any third party on behalf of the Union or on behalf of any of its Subsidiary Companies.
- 2.4.3 The Code of Conduct may include a range of sanctions for breach of it by a Student Member including, but not limited to, the suspension or removal of any or all of the rights and privileges of Student Members, including holding office.

2.5 Company Law Members

- 2.5.1 Until and including the Effective Date the subscribers to the Memorandum shall be the Company Law Members. Thereafter the Trustees shall be the only Company Law Members.
- 2.5.2 A Trustee shall become a Company Law Member on becoming a Trustee.
- 2.5.3 No one other than Trustees may be Company Law Members.
- 2.5.4 The names of the Company Law Members shall be entered in the register of Company Law Members

2.6 Termination of Company Law Membership

- 2.6.1 A Company Law Member shall cease to be a Company Law Member if they cease to be a Trustee.
- 2.6.2 Company Law Membership is personal and not transferable.

2.7 Liability of Company Law Members

- 2.7.1 The liability of the Company Law Members is limited.
- 2.7.2 If the Union is wound up every current Company Law Member, or individual within one year after ceasing to be a Company Law Member, will contribute such amount as is required up to a maximum of £1 towards:
 - 2.7.2.1 winding up the Union;

- 2.7.2.2 the payment of the Union's debts and the payment of the costs, charges and expenses of liabilities incurred by the Union whilst the contributor was a Company Law Member; and
- 2.7.2.3 the adjustment of the rights of the contributories among themselves.

2.8 Associate Members

- 2.8.1 The Trustee 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 as they consider fit.
- 2.8.2 Associate Members are not Members for the purpose of these Articles or the Companies Act and shall not be entitled to vote on any matter.

ARTICLE 3 REFERENDA

3 REFERENDA

3.1 Calling a Referendum

A Referendum can be called by the following means:

- 3.1.1 a resolution of the Board;
- 3.1.2 in writing by three Sabbatical Officers;
- 3.1.3 a resolution of the Student Members; or
- 3.1.4 a Secure Petition signed by at least 100 Student Members.

3.2 Conduct of Referenda

Referenda shall be conducted in accordance with the Articles and the Democratic Procedures Document.

ARTICLE 4
MEMBERS' MEETINGS

4 MEMBERS' MEETINGS

4.1 Student Members' Meetings

4.1.1 The Union shall hold an annual meeting of the Student Members once in each Academic Year which shall be called and held in accordance with the Democratic Procedures Document. The annual meeting of the Student Members shall be held at such time and place as the Trustees shall think suitable to allow the maximum number of Student Members to attend.

4.1.2 The notice of the annual meeting of the Student Members must state the business to be transacted which shall include:

4.1.2.1 ratification of minutes of the previous annual meeting of the Student Members;

4.1.2.2 receiving the report of the Trustees on the Union's activities since the previous annual meeting of the Student Members;

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

4.1.2.4 approving the list of affiliations of the Union; and

4.1.2.5 open questions to the Officer Trustees by the Student Members.

4.1.3 The Union may hold other meetings of the Student Members in addition to the annual meeting of the Student Members. Such meetings shall be held in accordance with the Democratic Procedures Document.

4.1.4 For the avoidance of doubt any meeting of the Student Members held under this Article 4.1 shall not be a company law meeting of the Union for the purposes of the Companies Act.

4.2 General Meetings

4.2.1 The Board may call a General Meeting at any time to be held at such time and place as the Board decides.

4.2.2 The Board must call a General Meeting if required to do so by the Company Law Members in accordance with the Companies Act.

4.3 Notice of General Meetings

4.3.1 Every General Meeting must be called by at least 14 Clear Days' notice.

- 4.3.2 A General Meeting may be called by shorter notice if this is agreed by a majority in number of the Company Law Members who may attend and vote and who together hold 90% or more of the total voting rights of all of the Company Law Members at the General Meeting.
- 4.3.3 The notice must specify:-
 - 4.3.3.1 the time, date and place of the General Meeting;
 - 4.3.3.2 the general nature of the business to be transacted; and
 - 4.3.3.3 if a special resolution is proposed, the fact that the proposed resolution is a special resolution and the wording of the resolution.
- 4.3.4 Subject to the Companies Act no business may be transacted at a General Meeting except that specified in the notice convening the General Meeting.
- 4.3.5 Notice of a General Meeting must be given to all of the Company Law Members, the Trustees and the Union's auditors (if any).
- 4.3.6 The accidental omission to give notice of a General Meeting to, or the non-receipt of notice of a General Meeting by, any person entitled to receive notice will not invalidate the proceedings at that General Meeting.

4.4 Quorum

- 4.4.1 No business may be transacted at a General Meeting unless a quorum is present.
- 4.4.2 The quorum for General Meetings is one third of the Company Law Members for the time being present in person or by proxy.
- 4.4.3 A Company Law Member may be part of the quorum at a General Meeting if they can hear, comment and vote on the proceedings through telephone, video conferencing or other communications equipment.
- 4.4.4 If a quorum is not present within 15 minutes from the time of the General Meeting or a quorum ceases to be present during a General Meeting it must be adjourned to such time and place as the Board decides.
- 4.4.5 If at the adjourned General Meeting there are again insufficient Company Law Members present within 15 minutes from the time of the adjourned General Meeting to constitute a quorum then the General Meeting shall be dissolved.
- 4.4.6 Reasonable notice of an adjournment of a General Meeting because of a lack of quorum and the time and place of the adjourned General Meeting must be given to all Company Law Members.

4.5 Chair at General Meetings

- 4.5.1 The Chair is to chair General Meetings.
- 4.5.2 If the Chair is not present within 15 minutes from the time of the General Meeting or is unwilling or unable to act the Deputy Chair shall chair the General Meeting.
- 4.5.3 If the Chair and the Deputy Chair are not present within 15 minutes from the time of the General Meeting or are unwilling or unable to act then another Officer Trustee shall chair the General Meeting.

4.6 Adjournment of General Meetings

- 4.6.1 The Chair may, with the consent of a General Meeting at which a quorum is present (and must if so directed by the General Meeting), adjourn it to a time and place agreed by the General Meeting.
- 4.6.2 The Chair may also adjourn a General Meeting if it appears to the Chair that for any other reason an adjournment is necessary for the business of the General Meeting to be properly conducted.
- 4.6.3 The only business that may be transacted at an adjourned General Meeting is that left unfinished from the General Meeting that was adjourned.
- 4.6.4 It is not necessary to give notice of a General Meeting which is adjourned under Articles 4.6.1 or 4.6.2 unless it is adjourned for 14 days or more in which case 7 Clear Days' notice must be given.
- 4.6.5 Resolutions passed at an adjourned General Meeting are to be treated as having been passed on the date on which they were actually passed.

4.7 Voting at General Meetings

- 4.7.1 Resolutions are to be decided on a show of hands unless a ballot is properly demanded.
- 4.7.2 Each Company Law Member present in person or by proxy has one vote both on a show of hands and a ballot.
- 4.7.3 If there is an equality of votes on a show of hands or a ballot the Chair is not entitled to a second or casting vote and resolutions which fail to achieve the required majority will be lost.

- 4.7.4 An objection to the qualification of any voter may only be raised at the General Meeting at which the vote objected to is tendered. Every vote not disallowed at the General Meeting is valid. An objection made in time must be referred to the Chair whose decision is final.
- 4.7.5 A declaration by the Chair that a resolution has been carried (or not carried) unanimously, or by a particular majority, which is entered into the minutes of the General Meeting is conclusive evidence of the fact unless a ballot is demanded.

4.8 Ballots

- 4.8.1 A ballot may be demanded by the Chair or by any two Company Law Members before or on the declaration of the result of a show of hands.
- 4.8.2 A demand for a ballot may be withdrawn before the ballot is taken. If the demand for a ballot is withdrawn the result of the show of hands will stand.
- 4.8.3 The demand for a ballot will not prevent the General Meeting continuing to transact business other than in relation to the question on which the ballot is demanded.
- 4.8.4 A ballot is to be taken as the Chair directs. The Chair may appoint scrutineers (who need not be Company Law Members) and set a time and place to declare the result. The result will be the resolution of the General Meeting at which the ballot was demanded but will be treated as passed when the result is declared.
- 4.8.5 A ballot on the election of a chair or an adjournment must be taken immediately. A ballot on any other question may be taken either immediately or at such time and place as the Chair directs.
- 4.8.6 At least 7 Clear Days' notice must be given of the time and place at which the ballot is to be taken unless the time and place are announced at the General Meeting at which it is demanded.

4.9 Proxies

- 4.9.1 A Company Law Member may validly appoint a proxy by notice in writing which:
 - 4.9.1.1 states the name and address of the Company Law Member appointing the proxy;
 - 4.9.1.2 identifies the person appointed to be that Company Law Member's proxy and the General Meeting in relation to which that person is appointed;

- 4.9.1.3 is signed by or on behalf of the Company Law Member appointing the proxy, or is authenticated in such manner as the Trustees may determine; and
 - 4.9.1.4 is delivered to the Union in accordance with the Articles and any instructions contained in the notice of the General Meeting to which they relate.
- 4.9.2 A proxy need not be a Company Law Member. The Board may from time to time prescribe a form to appoint a proxy. A proxy may not appoint another proxy.
- 4.9.3 The document appointing a proxy may instruct the proxy which way to vote on particular resolutions.
- 4.9.4 A proxy will only be valid if the document appointing a proxy (and any power of attorney or other authority (if any) under which it is signed) or a properly certified copy is deposited at the Registered Office at least 24 hours before the starting time for the General Meeting or adjourned General Meeting at which the proxy proposes to vote.
- 4.9.5 No document appointing a proxy will be valid for more than 12 months.
- 4.9.6 A vote given or ballot demanded by proxy is to be valid despite:-
 - 4.9.6.1 the revocation of the proxy; or
 - 4.9.6.2 the death or insanity of the principalunless written notice of the death, insanity or revocation is received at the Registered Office before the start of the General Meeting or adjourned General Meeting at which the proxy is used.
- 4.9.7 A proxy form will not be valid for any part of a General Meeting at which the Company Law Member who appointed the proxy is present.

4.10 Company Law Members' Written Resolutions

- 4.10.1 A written resolution approved by a simple majority (or in the case of a special resolution by a majority of not less than 75%) of eligible Company Law Members (provided that those Company Law Members would constitute a quorum at a General Meeting) is as valid as if it had been passed at a General Meeting provided that:
 - 4.10.1.1 a copy of the proposed resolution has been sent to every eligible Company Law Member;
 - 4.10.1.2 a simple majority (or in the case of a special resolution a majority of not less than 75%) of Company Law Members have signified their agreement to the resolution; and

- 4.10.1.3 such agreement is contained in an authenticated document that has been received at the Registered Office within the period of 28 days beginning with the circulation date.
- 4.10.2 A resolution under Article 4.10.1 may consist of several documents in similar form each approved by one or more Company Law Members.

ARTICLE 5
TRUSTEES, BOARD OF TRUSTEES AND
COMMITTEES

5 TRUSTEES, BOARD OF TRUSTEES AND COMMITTEES

5.1 Appointment of Trustees

- 5.1.1 Those persons notified to the Registrar of Companies as the first directors of the Union shall be the first Trustees until and including the Effective Date. Thereafter, the Trustees shall, subject to Articles 5.1.2, 5.1.3, 5.1.4 and 5.1.5, be made up of the following persons:
 - 5.1.1.1 no more than 8 Officer Trustees, elected in accordance with these Articles;
 - 5.1.1.2 no more than 4 Student Trustees, elected in accordance with these Articles;
 - 5.1.1.3 no more than 1 University Trustee; and
 - 5.1.1.4 no more than 2 External Trustees, appointed in accordance with these Articles.
- 5.1.2 No person may be appointed as a Trustee if they have served, either consecutively or non-consecutively, a total of 9 years as a Trustee.
- 5.1.3 A person may be appointed, if Nottingham Trent University considers it to be in the best interests of the Union, as a University Trustee. They will remain in office for a term of up to three years and may be appointed for a maximum of three terms.
- 5.1.4 A current or former employee (excluding any employee who was employed on a non permanent basis by virtue of being a Student) of Nottingham Trent Students' Union (unincorporated, charity number 1146609) or of the Union may not be appointed as a Trustee until 12 months has passed from the end of such employment.
- 5.1.5 The appointment of a Trustee is not to take effect until they have signed the prescribed Companies House form. The appointment of any person as a Trustee who has not done so within two months of appointment is to lapse unless the Board resolves that there is good cause for the delay.

5.2 Officer Trustees

- 5.2.1 Up to 8 Officer Trustees shall be elected by secret ballot by the Student Members at an election to be held in accordance with the Democratic Procedures Document. The Officer Trustees shall be elected to posts set out in the Democratic Procedures Document. The Democratic Procedures Document will specify how many Officer Trustees may be Sabbatical Officers and how many may be Non-Sabbatical Officers.
- 5.2.2 Officer Trustees shall remain in office for a term of one year commencing in accordance with the Democratic Procedures Document. The term of office may be shorter or longer on a transitional basis to coincide with an alteration of the year start or end.
- 5.2.3 Sabbatical Officers may be re-elected as such for a maximum further term of one year by the Student Members at an election to be held in accordance with the Democratic Procedures Document.
- 5.2.4 Sabbatical Officers may only be re-elected as Non-Sabbatical Officers if they are current Students and subject to Article 5.5.1.6.
- 5.2.5 Non-Sabbatical Officers may be re-elected as such for a maximum further term of one year by the Student Members at an election to be held in accordance with the Democratic Procedures Document.
- 5.2.6 Non-Sabbatical Officers may be re-elected as Sabbatical Officers subject to Articles 5.2.2, 5.2.3 and 5.2.7.
- 5.2.7 For the avoidance of doubt Officer Trustees may serve no longer than 4 years in total, and no longer than 2 years as a Sabbatical Officer and 2 years as a Non-Sabbatical Officer.
- 5.2.8 An Officer Trustee's terms of office may be either consecutive or non-consecutive.
- 5.2.9 The Sabbatical Officers shall be deemed to be "major union office holders" for the purposes of Section 22 of the Education Act.
- 5.2.10 Non-Sabbatical Officers shall not be a "major union office holder" for the purposes of section 22 of the Education Act.

- 5.2.11 At the same time as commencing the term of office as a Trustee, an Officer Trustee who is designated as a Sabbatical Officer will enter into a contract of employment with the Union for a term to be set out in the Democratic Procedures Document. The duties and method of remuneration of each Sabbatical Officer shall be as set out in the Democratic Procedures Document.

5.3 Student Trustees

- 5.3.1 Subject to Article 5.3.2 up to 4 Student Trustees shall be appointed by the Appointments Committee the procedure for such appointment to be decided by the Appointments Committee.
- 5.3.2 Each Student Trustee must be a Student at the time of their appointment (and shall continue to be a Student for the duration of their term as a Student Trustee).
- 5.3.3 Student Trustees shall remain in office for a term of two years commencing in accordance with the Democratic Procedures Document. The term of office may be shorter or longer on a transitional basis to coincide with the alteration of the year start or end.
- 5.3.4 A Student Trustee may serve a maximum of two consecutive terms.

5.4 External Trustees

- 5.4.1 Up to 2 External Trustees who shall not be Students shall be appointed by a simple majority vote of the Appointments Committee subject to ratification by the Board.
- 5.4.2 Unless their appointment is terminated in accordance with the Articles External Trustees shall remain in office for a term of up to three years.
- 5.4.3 External Trustees may serve for a maximum of three terms which may either be consecutive or non-consecutive.

5.5 Disqualification, Resignation and Removal of Trustees

- 5.5.1 A Trustee will cease to hold office before their term of office is due to end if the trustee:
- 5.5.1.1 dies;
 - 5.5.1.2 ceases to be a Trustee under provisions of the Companies Act or is prohibited by law from being a company director;
 - 5.5.1.3 is disqualified or prohibited from acting as a charity trustee under the Charities Act 2011;

- 5.5.1.4 is declared bankrupt or makes any arrangement or composition with their creditors;
- 5.5.1.5 *in the case of a Sabbatical Officer cease to be an employee of the Union;*
- 5.5.1.6 in the case of a Student Trustee or a Non-Sabbatical Officer ceases to be a Student;
- 5.5.1.7 in the case of an Officer Trustee or a Student Trustee, their right to hold office is removed in accordance with the Code of Conduct;
- 5.5.1.8 resigns by notice to the Union but only if at least 4 Officer Trustees will remain in office when the notice of resignation is to take effect;
- 5.5.1.9 in the reasonable opinion of the Board, becomes incapable of fulfilling their duties and responsibilities as a Trustee because of physical or mental illness or injury and the Board resolves that they be removed from office;
- 5.5.1.10 fails to attend three consecutive Board Meetings and in the opinion of the Trustees there are no mitigating circumstances for that failure and the Trustees therefore resolve that they be removed for this reason; or
- 5.5.1.11 is removed from office under Articles 5.6 or 5.7.

5.6 Removal of Officer Trustees and Student Trustees by the Student Members

An Officer Trustee or a Student Trustee shall cease to be a Trustee if a resolution to this effect is passed by a simple majority of the Student Members provided that at least 300 Student Members cast a vote in a Referendum but such a resolution may only be triggered by a Secure Petition of no confidence signed by at least 100 Student Members.

5.7 Removal Of External/University Trustees by the Board

5.7.1 An External Trustee shall cease to be a Trustee if the Board passes a resolution of no confidence in that External Trustee. For the avoidance of doubt the External Trustee concerned and any Trustee who has a conflict of interest in relation to the matter shall not vote on this resolution.

5.7.2 A University Trustee shall cease to be a Trustee if:-

- 5.7.2.1 the Board passes a resolution of no confidence in that University Trustee and the resolution is subsequently ratified by the governing body of Nottingham Trent University. For the avoidance of doubt the University Trustee concerned and any Trustee who has a conflict of interest in relation to the matter shall not vote on this resolution; or
- 5.7.2.2 the governing body of Nottingham Trent University removes a University Trustee.

5.8 Rights of Removed Trustees

- 5.8.1 A resolution by the Board to remove a Trustee in accordance with these Articles shall not be passed unless the Trustee concerned has been given of least 14 Clear Days' notice in writing that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office and has been afforded a reasonable opportunity of being heard by or, at the option of the Trustee being removed, of making written representations to the Trustees.
- 5.8.2 A Trustee removed from office in accordance with these Articles shall be entitled to appeal the decision to remove them to an Appeals Panel within 14 days of the resolution. The Appeals Panel shall be made up of a nominee of Nottingham Trent University, one independent person, the Chief Executive of another students' union and a student officer of another students' union. The independent person shall be a Student Member who is not a Trustee. The selection of the members of the Appeals Panel and its procedures shall be set out in the Democratic Procedures Document. The Union may consult with the National Union of Students in relation to the appeals process and in particular the appointment of the Chief Executive of another students' union and a student officer of another students' union to the Appeals Panel.

5.9 Replacement of Trustees

- 5.9.1 If an Officer Trustee resigns, is disqualified or is removed from office at any time prior to the commencement of the Academic Year for which they were elected to serve, the vacancy that results on the Board shall be filled in accordance with the Democratic Procedures Document.
- 5.9.2 If an Officer Trustee resigns, is disqualified or is removed from office after the commencement of the Academic Year for which they were elected to serve, the vacancy shall remain until the next elections are held unless the Student Members pass a resolution calling for a by-election to be held.
- 5.9.3 If a Student Trustee resigns, is disqualified or is removed from office, a replacement Student Trustee shall be appointed to the vacancy in accordance with the Article 5.3.
- 5.9.4 If a University Trustee or an External Trustee resigns, is disqualified or is removed from office, a replacement shall be appointed to the vacancy in the case of a University Trustee by Nottingham Trent University and in the case of an External Trustee in accordance with Article 5.4.

5.10 Functions and Powers of Trustees

- 5.10.1 The Board must direct the Union's affairs in such a way as to promote the Objects. Its functions include:-
 - 5.10.1.1 defining and ensuring compliance with the values and objectives of the Union;
 - 5.10.1.2 establishing policies and plans to achieve those objectives;
 - 5.10.1.3 approving each year's budget and accounts before publication;
 - 5.10.1.4 establishing and overseeing a framework of delegation of its powers to Committees (under Article 5.12) and employees with proper systems of control;
 - 5.10.1.5 monitoring the Union's performance in relation to its plans budget controls and decisions;
 - 5.10.1.6 appointing (and if necessary removing) employees;
 - 5.10.1.7 satisfying itself that the Union's affairs are conducted in accordance with generally accepted standards of performance and propriety; and
 - 5.10.1.8 ensuring that appropriate advice is taken on the items listed in Articles 5.10.1.1 to 5.10.1.7 and in particular on matters of legal compliance and financial viability.

- 5.10.2 The Board shall be responsible for the management and administration of the Union and (subject to the Education Act, these Articles and the Democratic Procedures Document) may exercise all the powers of the Union.
- 5.10.3 No alteration of these Articles or the Democratic Procedures Document shall invalidate any prior act of the Trustees which would have been valid if that alteration had not been made.
- 5.10.4 The Board's powers under the Articles shall include but not be limited to responsibility for:
 - 5.10.4.1 the governance of the Union;
 - 5.10.4.2 the budget of the Union; and
 - 5.10.4.3 the strategy of the Union.
- 5.10.5 The Board may override any Policy made by Referenda, the Student Members or by the Student Council which the Board considers (in their absolute discretion):
 - 5.10.5.1 has or may have any financial implications for the Union;
 - 5.10.5.2 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);
 - 5.10.5.3 is not or may not be in the best interests of the Union or all or any of its charitable objects;
 - 5.10.5.4 may create an unacceptable risk for the Union;
 - 5.10.5.5 may bring the Union into disrepute; or
 - 5.10.5.6 will or may otherwise affect the discharge of any or all of the responsibilities referred to in these Articles.
- 5.10.6 All decisions made by a Board Meeting or a Committee shall be valid even if it is later discovered that any Trustee who participated in the vote:
 - 5.10.6.1 was not properly appointed;
 - 5.10.6.2 was disqualified from holding office;
 - 5.10.6.3 had vacated office; or
 - 5.10.6.4 was not entitled to vote.

5.11 Trustees' Delegation

- 5.11.1 Subject to the Articles the Trustees may delegate any of the powers which are conferred on them under the Articles:

- 5.11.1.1 to such person or Committee;
 - 5.11.1.2 by such means (including by power of attorney);
 - 5.11.1.3 to such an extent;
 - 5.11.1.4 in relation to such matters or territories; and
 - 5.11.1.5 on such terms and conditions
as they think fit.
- 5.11.2 If the Trustees so specify, any such delegation may authorise further delegation of the Trustees' powers by any person to whom they are delegated.
- 5.11.3 The Trustees may revoke any delegation in whole or part, or alter its terms and conditions.

5.12 Committees

- 5.12.1 In the case of delegation to Committees:
- 5.12.1.1 the resolution making the delegation shall specify those who shall serve or be asked to serve on such Committee (although the resolution may allow the Committee to make co-options up to a specified number);
 - 5.12.1.2 subject to the Articles 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;
 - 5.12.1.3 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;
 - 5.12.1.4 all delegations under this Article shall be revocable at any time;
 - 5.12.1.5 the Trustees may make such regulations and impose such terms and conditions and give such mandates to any such Committee or Committees as they may from time to time think fit; and
 - 5.12.1.6 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 that has been approved by the Trustees.

5.12.2 The Trustees shall establish the following Committees (which is a non-exhaustive list) in accordance with their powers under these Articles:

- Executive Committee (as further described in Article 5.14);
- Appointments Committee;
- Finance Committee; and
- Health and Safety Committee.

5.12.3 For the avoidance of doubt, the Trustees may in accordance with these Articles delegate all or some financial matters to any Committee provided that such Committee shall include at least one Trustee. The Trustees may empower such Committee to resolve upon the operation of any bank account according to such mandate as it shall think fit provided that the signature of at least one Trustee shall be required for cheques above a certain amount as set out in the Financial Regulations and provided always that no Committee shall incur expenditure on behalf of the Union except in accordance with a budget which has been approved by the Trustees.

5.12.4 The meetings and proceedings of any Committee shall be governed by the Articles regulating the Board Meetings and proceedings of the Trustees so far as applicable and not superseded by any provision in the Democratic Procedures Document.

5.13 Delegation of Day-To-Day Management Powers to the Chief Executive

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

5.13.1 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;

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

5.13.3 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

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

5.14 The Executive Committee

- 5.14.1 Unless the Trustees determine otherwise, the Executive Committee shall include all Officer Trustees
- 5.14.2 The Executive Committee's responsibilities shall include representation and campaigning work and the implementation of Policy in so far as these responsibilities have not been delegated to another Committee.
- 5.14.3 The Chief Executive and members of staff of the Union may attend meetings of the Executive Committee and other Committees at the request of the Executive Committee or the request of the membership of the Committee in question.
- 5.14.4 The Executive Committee shall meet in accordance with the Democratic Procedures Document.

5.15 Board Meetings

- 5.15.1 The Trustees shall hold a minimum of four Board Meetings in any Academic Year.
- 5.15.2 Matters arising at a Board Meeting are to be decided by a simple majority of votes and each Trustee is to have one vote.
- 5.15.3 If there is an equality of votes the Chair is not entitled to a second or casting vote.
- 5.15.4 Subject to the Articles the Board may regulate Board Meetings as it wishes.

5.16 Observers

- 5.16.1 Subject to Article 5.16.4, the Board may allow individuals who are not Trustees to attend Board Meetings as Observers on whatever terms the Board decides.
- 5.16.2 Observers may not vote but may take part in discussions with the prior consent of the Chair.
- 5.16.3 The Board may exclude Observers from any part of a Board Meeting where the Board considers the business is private.
- 5.16.4 The Board must exclude an Observer from any Board Meeting at which a possible personal benefit to them is being considered or the Board considers that an Observer will have a conflict of interest.

5.17 Calling a Board Meeting

- 5.17.1 Board Meetings may be called by the Chair, a University Trustee, by a resolution of the Executive Committee or the Secretary (if appointed).
- 5.17.2 7 Clear Days' notice of Board Meetings must be given to each of the Trustees but it is not necessary to give notice of a Board Meeting to a Trustee who is out of the United Kingdom.
- 5.17.3 A Board Meeting which is called on shorter notice than required under Article 5.17.2 is deemed to have been duly called if at least two Trustees certify in writing that because of special circumstances it ought to be called as a matter of urgency.
- 5.17.4 Every notice calling a Board Meeting shall specify:
 - 5.17.4.1 the place, day and time of the Board Meeting;
 - 5.17.4.2 the general particulars of all business to be considered at such Board Meeting; and
 - 5.17.4.3 if it is anticipated that Trustees participating in the Board Meeting will not be in the same place, how it is proposed that they should communicate with each other during the Board Meeting.

5.18 Service of Notice

Notice of Board Meetings shall be given to each Trustee but need not be in writing. Notice of a Board Meeting may be sent by post or electronic means to an address provided by the Trustee for the purpose.

5.19 Participation in Board Meetings

- 5.19.1 Subject to the Articles, Trustees participate in a Board Meeting, or part of a Board Meeting, when:
 - 5.19.1.1 the Board Meeting has been called and takes place in accordance with the Articles; and
 - 5.19.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the Board Meeting.
- 5.19.2 In determining whether Trustees are participating in a Board Meeting, it is irrelevant where any Trustee is or how they communicate with each other.

- 5.19.3 If all the Trustees participating in a Board Meeting are not in the same place, they may decide that the Board Meeting is to be treated as taking place wherever any of them is.
- 5.19.4 Due to the cross campus nature of the Students' Union, Board Meetings will regularly meet via video conference. This, in this instance, constitutes as meeting in the same place.

5.20 Quorum for Board Meetings

- 5.20.1 The quorum for Board Meetings is 50% of the Trustees for the time being comprising a majority of Student Members unless this is not possible because of a conflict of interest. For the avoidance of doubt Student Members Trustees includes Officer and Student Trustees.
- 5.20.2 A Trustee may be part of the quorum at a Board Meeting if they can hear, comment and vote on the proceedings through telephone, video conferencing or other communications equipment.
- 5.20.3 The Board may act despite vacancies in its number but if the number of Trustees is less than the required quorum then the Board may act only to increase the number of Trustees by, but not limited to, calling a General Meeting or an election.
- 5.20.4 At a Board Meeting which remains inquorate for 15 minutes after its starting time or one which becomes inquorate for more than 15 minutes the Trustees present may act only to adjourn it to such other time and place as they decide.
- 5.20.5 If at the adjourned Board Meeting there are again insufficient Trustees present within 15 minutes from the time of the adjourned Board Meeting to constitute a quorum then the Board Meeting will not take place and the Trustees can only act to call another Board Meeting.

5.21 Chair And Deputy Chair

- 5.21.1 The Union must have a Chair and a Deputy Chair.
- 5.21.2 The Deputy Chair is to be chosen by the Board. The Board must decide the period during which the Deputy Chair is to hold office and the precise point at which that term of office ends. The Deputy Chair may be re-appointed by the Board.
- 5.21.3 The Deputy Chair may resign from the position at any time without necessarily resigning as a Trustee at the same time.

- 5.21.4 The Chair is to chair all Board Meetings and General Meetings at which they are present unless they do not wish or are not able to do so.
- 5.21.5 If the Chair is not present within 5 minutes after the starting time of a Board Meeting, or is unwilling or unable to chair a Board Meeting, then the Deputy Chair must chair the Board Meeting unless they are unwilling or unable to do so.
- 5.21.6 If both the Chair and the Deputy Chair are not present within 5 minutes after the starting time of a Board Meeting or both are unwilling or unable to chair the Board Meeting then the Board must elect one of the Trustees who is present to chair the Board Meeting.

5.22 Decisions Without Meeting

- 5.22.1 A written resolution approved by all of the Trustees entitled to receive notice of a Board Meeting (provided they would constitute a quorum at a Board Meeting) is as valid as if it had been passed at a Board Meeting.
- 5.22.2 A written resolution approved by a simple majority of the members of a Committee (provided they would constitute a quorum of that Committee) is as valid as if it had been passed at a meeting of that Committee.
- 5.22.3 A resolution under Articles 5.22.1 or 5.22.2 may consist of several documents in similar form each approved by one or more of the Trustees or Committee Members (as the case may be) and may be by electronic means.

5.23 Conflicts of Interest & Declaration of Interests

- 5.23.1 If a Trustee is in any way, directly or indirectly, interested in a proposed transaction or arrangement with the Union, they must declare the nature and extent of that interest to the other Trustees.
- 5.23.2 In accordance with the Companies Act, the declaration may be made at a Board Meeting or by written notice.
- 5.23.3 If a declaration of interest proves to be or becomes inaccurate or incomplete a further declaration must be made.
- 5.23.4 Any required declaration of interest must be made before the Union enters into the transaction or arrangement.

5.23.5 A declaration is not required in relation to an interest of which the Trustee is not aware or where the Trustee is not aware of the transaction or arrangement in question. For this purpose a Trustee is treated as being aware of matters of which they ought reasonably to be aware.

5.23.6 A Trustee need not declare an interest:-

5.23.6.1 if it cannot reasonably be regarded as likely to give rise to a conflict of interests; or

5.23.6.2 if, and to the extent that, the other Trustees are already aware of it (and for this purpose the other Trustees are treated as being aware of anything of which they ought reasonably to be aware).

5.23.7 **Authorisation of Direct Conflicts of Interest**

A Trustee may enter into a transaction or arrangement with the Union only if and to the extent that such an arrangement is authorised by Article 1.5.

5.23.8 **Authorisation of Indirect Conflicts of Interest**

5.23.8.1 Where, for whatever reason, a Trustee has any form of indirect interest in relation to a transaction or arrangement with the Union (which shall include a conflict of duty) and the transaction or arrangement is not authorised by virtue of any other provision in the Articles then it may be authorised by those Trustees not having a conflict provided that:-

5.23.8.1.1. the Trustee with the conflict (and any other interested Trustee) is not counted when considering whether or not there is a valid quorum for that part of the Board Meeting and does not vote in relation to the matter giving rise to the conflict; and

5.23.8.1.2. the Trustees who do not have a conflict in relation to the matter in question consider it is in the best interests of the Union to authorise the transaction.

5.23.8.2 The Trustees who do not have a conflict in relation to the matter in question may, in their absolute discretion, determine that the Trustee with the conflict and/or any other interested Trustee should absent themselves from the part of the Board Meeting at which there is discussion concerning the transaction or arrangement giving rise to the conflict.

5.24 Register of Trustees' Interests

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

ARTICLE 6
ADMINISTRATIVE ARRANGEMENTS AND
MISCELLANEOUS PROVISIONS

6 ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS PROVISIONS

6.1 Democratic Procedures Document

- 6.1.1 Subject to Article 6.1.4 and obtaining the approval of the Student Members (by such process as the Board may from time to time determine) the Board may from time to time make, alter, add to or repeal the Democratic Procedures Document for the proper conduct and management of the Union.
- 6.1.2 The Board must adopt such means as they think sufficient to bring the Democratic Procedures Document to the notice of Members.
- 6.1.3 The Democratic Procedures Document is binding on all Members and Trustees.
- 6.1.4 No part of the Democratic Procedures Document may be inconsistent with or may affect or repeal anything in the Articles.

6.2 Communications by and to the Union

- 6.2.1 Subject to the provisions of the Companies Act and these Articles a document or information (including any notice) to be given, sent or supplied to any person may be given, sent or supplied in hard copy form, in electronic form or, in the case of communications by the Union, by making it available on a website, provided that a document or information (including any notice) may only be given, sent or supplied by being made available on a website if:
 - 6.2.1.1 the recipient has agreed (generally or specifically) that the document or information may be sent or supplied in that manner; or
 - 6.2.1.2 the recipient is deemed to have so agreed in accordance with the Companies Act.
- 6.2.2 Any document or information (including any notice) sent to a Member under the Articles may be sent to the Member's postal address as shown in the Union's register of Members or (in the case of documents or information sent by electronic means) to an address specified for the purpose by the Member, provided that:

- 6.2.2.1 a Member whose registered address is not within the United Kingdom and who gives to the Union an address within the United Kingdom at which notices may be given to them, or an address to which notices may be sent by electronic means, shall be entitled to have notices given to them at that address, but otherwise such a Member shall not be entitled to receive any notice from the Union; and
- 6.2.2.2 the Union is not required to send notice of a General Meeting or a copy of its annual report and accounts to a Member for whom it no longer has a valid address.
- 6.2.3 Any document to be served on the Union by a Member under the Articles may be served:
 - 6.2.3.1 in the case of documents in hard copy form, by sending or delivering them to the Registered Office or delivering them personally to an officer of the Union or a Trustee; or
 - 6.2.3.2 in the case of documents in electronic form, by sending them by electronic means to an address notified to the Members for that purpose provided that the Trustees are satisfied as to the identity of the Member (and the Trustees have discretion to specify how such identity should be confirmed).
- 6.2.4 A Member present in person or by proxy at any General Meeting shall be deemed to have received notice of the General Meeting and, where requisite, of the purpose for which it was called.
- 6.2.5 Where any document or information is sent or supplied:
 - 6.2.5.1 by post, service or delivery shall be deemed to be effected at the expiration of 48 hours after the envelope containing it was posted. In proving such service or delivery it shall be sufficient to prove that such envelope was properly addressed and posted;
 - 6.2.5.2 by electronic means to an address specified for the purpose by the intended recipient, service or delivery shall be deemed to be effected on the same day on which it is sent or supplied. In proving such service it shall be sufficient to prove that it was properly addressed; or
 - 6.2.5.3 by means of a website, service or delivery shall be deemed to be effected when:

- 6.2.5.3.1 the material is first made available on the website; and
 - 6.2.5.3.2 when the recipient received or is deemed to have received notification of the fact that the material was available on the website.
- 6.2.6 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:
 - 6.2.6.1 if the document or information has been sent to a Member and is notice of a General Meeting or a copy of the annual report and accounts of the Union, the Union is under no obligation to send a hard copy of the document or information to the Member's postal address as shown in the Union's register of Members, but may in its discretion choose to do so; and
 - 6.2.6.2 in all other cases, the Union will send a hard copy of the document or information to the Member's postal address as shown in the Union's register of Members, or in the case of a recipient who is not a Member, to the last known postal address for that person.
- 6.2.7 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.

6.3 Secretary

- 6.3.1 A Secretary may be appointed by the Trustees for such term at such remuneration and upon such conditions as they may think fit and may be removed by them.
- 6.3.2 If there is no Secretary:
 - 6.3.2.1 anything authorised or required to be given or sent to or served on the Union by being sent to its Secretary may be given or sent to or served on the Union itself and if addressed to the Secretary shall be treated as addressed to the Union; and

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

6.4 Minutes

- 6.4.1 The Board must arrange for minutes to be kept of all General Meetings and Board Meetings. The names of the Trustees present must be included in the minutes.
- 6.4.2 Copies of the draft minutes of Board Meetings must be distributed to the Trustees as soon as reasonably possible after the meeting and in any case seven Clear Days before the next Board Meeting (unless the next Board Meeting is an urgent Board Meeting).
- 6.4.3 Minutes must be approved as a correct record at the next General Meeting (as regards minutes of General Meetings) or Board Meeting (as regards minutes of Board Meetings). Once approved they must be signed by the person chairing the meeting at which they are approved. Any such approved and signed minute shall, as against any Member or Trustee be sufficient evidence of the proceedings.
- 6.4.4 The minutes must be kept for at least ten years from the date of the meeting, resolution or decision.
- 6.4.5 The minutes of the meetings referred to in Article 6.4.1 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. Copies of the minutes shall also be kept in the Registered Office.

6.5 Bank and Building Society Accounts

- 6.5.1 All bank and building society accounts must be controlled by the Board and must include the name of the Union.
- 6.5.2 A cheque or order for the payment of money must be signed in accordance with the Board's instructions.

6.6 Execution of Documents

Unless the Board decides otherwise, documents which are executed as deeds must be signed by:

- 6.6.1 two Trustees;
- 6.6.2 one Trustee and the Secretary (where appointed); or
- 6.6.3 one Trustee in the presence of a witness who attests the Trustee's signature.

6.7 Accounts Annual Report and Annual Return

- 6.7.1 The Union must comply with the Companies Act and the Trustees must comply with their obligations as charity trustees under the Charities Act 2011 in:-
 - 6.7.1.1 preparing and filing an annual Trustees' report and annual accounts and sending them to the Charity Commission; and
 - 6.7.1.2 making an annual return to the Registrar of Companies and the Charity Commission.
- 6.7.2 The Union must comply with the Companies Act in relation to the audit or examination of accounts (to the extent that the law requires).
- 6.7.3 The annual Trustees' report and accounts must contain:-
 - 6.7.3.1 revenue accounts and balance sheet for the last accounting period;
 - 6.7.3.2 the auditor's report on those accounts (if applicable); and
 - 6.7.3.3 the Board's report on the affairs of the Union.
- 6.7.4 The accounting records of the Union must always be open to inspection by a Trustee.
- 6.7.5 The Members have the right to ask the Trustees questions in writing about the content of any documents referred to in these Articles.

6.8 Irregularities

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

6.9 Indemnities For Officers, Employees and Trustees

- 6.9.1 The Union may indemnify any officer or employee (other than a Trustee) against any liability incurred by the individual in their capacity as officer or employee, except when that liability is due to their own dishonesty or gross negligence.
- 6.9.2 Subject to the Companies Act (in particular sections 232-238 or any section of any other statute amending or replacing sections 232-238) and Article 6.9.3, the Union may indemnify any Trustee against any liability incurred by them in their capacity as a trustee..
- 6.9.3 The indemnity provided to a Trustee in accordance with Article 6.9.2 may not include any indemnity against liability:-
 - 6.9.3.1 to the Union or a company associated with it;
 - 6.9.3.2 for fines or penalties; or
 - 6.9.3.3 incurred as a result of their unsuccessful defence of criminal or civil proceedings.
- 6.9.4 The indemnity provided to a Trustee in accordance with Article 6.9.2 may include the provision of funds to cover their legal costs as they fall due on terms that the Trustee in question will repay the funds if they are unsuccessful in the defence of the criminal or civil proceedings to which these costs relate.
- 6.9.5 In respect to its auditor the Union may:-
 - 6.9.5.1 purchase and maintain insurance for the auditor's benefit against any liability incurred by them in their capacity as such; and
 - 6.9.5.2 indemnify the auditor against any liability incurred in defending any proceedings (whether civil or criminal) in which judgment is given in the auditor's favour or they are acquitted or in connection with any application under Section 1157 of the Companies Act or any section of any other statute amending or replacing Section 1157 in which relief is granted to them by the Court.