

The Companies Act 2006  
Company Limited by Guarantee and not having a Share Capital

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**Articles of Association**  
**of**  
**Warwick Students' Union**

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## **The Companies Act 2006**

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

#### **Articles of Association of Warwick Students' Union**

##### **BACKGROUND**

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

##### **PART 1**

#### **KEY CONSTITUTIONAL PROVISIONS**

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

The meanings of any defined terms used in these Articles are set out in Article 67. If any dispute arises in relation to the interpretation of these Articles or any of the Bye-Laws, it shall be resolved by the President.

##### **2. Objects**

The objects of the Union are the advancement of education of Students at University of Warwick for the public benefit by:

- 2.1 promoting the interests and welfare of Students at University of Warwick during their course of study and representing, supporting and advising Students;
- 2.2 being the recognised representative channel between Students and University of Warwick and any other external bodies; and

- 2.3 providing social, cultural, sporting and recreational activities and forums for discussions and debate for the personal development of its Students.

### **3. Powers**

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

- 3.1 provide services and facilities for Members;
- 3.2 establish, support, promote and operate a network of student activities for Members;
- 3.3 support any RAG or similar fundraising activities carried out by Members for charitable causes, including the provision of administrative support, banking facilities and acting as a holding trustee of any funds raised;
- 3.4 alone or with other organisations:
- 3.4.1 carry out campaigning activities;
  - 3.4.2 seek to influence public opinion; and
  - 3.4.3 make representations to and seek to influence governmental and other bodies and institutions
- regarding the reform, development and implementation of appropriate policies, legislation and regulations, provided that all such activities shall be confined to the activities which an English and Welsh charity may properly undertake and provided that the Union complies with the Education Act and any guidance published by the Charity Commission;
- 3.5 provide or procure the provision of advice, counselling and guidance;
- 3.6 write, make, commission, print, publish or distribute materials or information in any medium or assist in these activities;
- 3.7 promote, initiate, develop or carry out education and training and arrange, provide or assist with exhibitions, lectures, meetings, seminars, displays or classes;
- 3.8 promote, encourage, carry out or commission research, surveys, studies or other work, making the useful results available;
- 3.9 provide or appoint others to provide advice, guidance, representation and advocacy;
- 3.10 enter into contracts to provide services to or on behalf of other bodies;
- 3.11 co-operate with other charities, voluntary bodies, statutory authorities and other bodies and exchange information and advice with them;
- 3.12 establish and support or aid in the establishment and support of any other organisations and subscribe, lend or guarantee money or property for charitable purposes;
- 3.13 become a member, associate or affiliate of or act as trustee or appoint trustees of any other organisation (including without limitation any charitable trust of permanent endowment property held for any of the charitable purposes included in the Union's objects);

- 3.14 undertake and execute charitable trusts;
- 3.15 amalgamate or merge with or acquire or undertake all or any of the property, liabilities and engagements of any body;
- 3.16 pay out of the funds of the Union the costs of forming and registering the Union;
- 3.17 accept (or disclaim) gifts of money and any other property;
- 3.18 raise funds by way of subscription, donation or otherwise;
- 3.19 acquire or rent any property of any kind and any rights or privileges in and over property and construct, maintain, alter and equip any buildings or facilities;
- 3.20 dispose of or deal with all or any of its property with or without payment and subject to such conditions as the Trustees think fit (in exercising this power the Union must comply as appropriate with the Charities Act 2011);
- 3.21 borrow or raise and secure the payment of money for any purpose including for the purposes of investment or of raising funds, including charging property as security for the repayment of money borrowed or as security for a grant or the discharge of an obligation (the Union must comply as appropriate with the Charities Act 2011 if it wishes to mortgage land);
- 3.22 make grants or loans of money and give guarantees;
- 3.23 set aside funds for special purposes or as reserves against future expenditure, and impose restrictions, which may be revocable or irrevocable, on the use of any property of the Union, including (without limitation) by creating permanent endowment;
- 3.24 invest and deal with the Union's money not immediately required for its objects in or upon any investments, securities, or property;
- 3.25 delegate the management of investments to an appropriately experienced and qualified Financial Expert provided that:
  - 3.25.1 the investment policy is set down in writing for the Financial Expert by the Trustees;
  - 3.25.2 every transaction is reported in a timely manner to the Trustees;
  - 3.25.3 the performance of the investments is reviewed regularly by the Trustees;
  - 3.25.4 the Trustees are entitled to cancel the delegation at any time;
  - 3.25.5 the investment policy and the delegation arrangements are reviewed regularly;
  - 3.25.6 all payments due to the Financial Expert are on a scale or at a level which is agreed in advance and are notified in a timely manner to the Trustees on receipt; and
  - 3.25.7 the Financial Expert may not do anything outside the powers of the Trustees;

- 3.26 arrange for investments or other property of the Union to be held in the name of a nominee or nominees and pay any reasonable fee required;
- 3.27 lend money and give credit to, take security for such loans or credit and guarantee or give security for the performance of contracts by any person or company;
- 3.28 open and operate bank accounts and other facilities for banking and draw, accept, endorse, negotiate, discount, issue or execute negotiable instruments such as promissory notes or bills of exchange;
- 3.29 trade in the course of carrying out any of its objects and carry on any other trade which is not expected to give rise to taxable profits;
- 3.30 incorporate and acquire subsidiary companies to carry on any trade;
- 3.31 subject to Article 4 (Limitation on private benefits):
  - 3.31.1 engage and pay employees, consultants and professional or other advisers; and
  - 3.31.2 make reasonable provision for the payment of pensions and other retirement benefits to or on behalf of employees and former employees of the Union and to their spouses and dependants;
- 3.32 insure the property of the Union against any foreseeable risk and take out other insurance policies as are considered necessary by the Trustees to protect the Union;
- 3.33 provide indemnity insurance for the Trustees or any other officer of the Union in accordance with, and subject to the conditions in, Section 189 of the Charities Act 2011 (provided that in the case of an officer who is not a Trustee, the second and third references to “charity trustees” in the said Section 189 shall be treated as references to officers of the Charity); and
- 3.34 do all such other lawful things as may further the Union’s objects.

**4. Limitation on private benefits**

- 4.1 The income and property of the Union shall be applied solely towards the promotion of its objects.
- 4.2 Except as provided below no part of the income and property of the Union may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any Member of the Union. This shall not prevent any payment in good faith by the Union of:
  - 4.2.1 any payments made to any Member in their capacity as a beneficiary of the Union;
  - 4.2.2 reasonable and proper remuneration to any Member for any goods or services supplied to the Union provided that if such Member is a Trustee Article 4.3 shall apply;
  - 4.2.3 interest on money lent by any Member to the Union at a reasonable and proper rate; and

- 4.2.4 any reasonable and proper rent for premises let by any Member to the Union.
- 4.3 Except as provided below no Trustee may sell goods, services or any interest in land to the Union; be employed by, or receive any remuneration from, the Union; or receive any other financial benefit from the Union. This shall not prevent any payment in good faith by the Union of:
- 4.3.1 any payments made to any Trustee or Connected Person in their capacity as a beneficiary of the Union;
  - 4.3.2 reasonable and proper out of pocket expenses of the Trustees;
  - 4.3.3 reasonable and proper remuneration to any Sabbatical Trustee or Connected Person for any goods or services supplied to the Union on the instructions of the Trustees provided that:
    - (a) for the avoidance of doubt, the authorisation under this provision shall extend to the remuneration of Sabbatical Trustees and Connected Persons under contracts of employment with the Union;
    - (b) subject to Article 4.3.3(a), the authorisation under this provision shall not extend to the service of acting as Trustee;
    - (c) if the person being remunerated is a Trustee the procedure described in Article 55 (Conflicts of Interest) must be followed in considering the appointment of the Trustee and in relation to any other decisions regarding the remuneration authorised by this provision;
    - (d) if the person being remunerated is a Connected Person the procedure described in Article 55 (Conflicts of Interest) must be followed by the relevant Trustee in relation to any decisions regarding such Connected Person;
    - (e) subject to Article 4.6, this provision may not apply to more than half of the Trustees in any financial year (and for these purposes such provision shall be treated as applying to a Trustee if it applies to a person who is a Connected Person in relation to that Trustee); and
    - (f) at all times the provisions of the Education Act are complied with;
  - 4.3.4 interest on money lent by any Trustee or Connected Person to the Union at a reasonable and proper rate;
  - 4.3.5 any reasonable and proper rent for premises let by any Trustee or Connected Person to the Union;
  - 4.3.6 reasonable and proper premiums in respect of indemnity insurance effected in accordance with Article 3.33;
  - 4.3.7 any payments made to any Trustee or officer under the indemnity provisions set out at Article 66; and
  - 4.3.8 any payments authorised in writing by the Charity Commission.

- 4.4 In Articles 4.2 and 4.3, references to the Union shall be read as references to the Union and/or any Subsidiary Company.
- 4.5 For any transaction authorised by Article 4.3 or Article 4.4, the Trustee's duty (arising under the Companies Act 2006) to avoid a conflict of interest with the Union shall be disapplied provided the relevant provisions of Article 4.3 or Article 4.4 have been complied with.
- 4.6 Where a vacancy arises on the Board of Trustees with the result that Article 4.3.3 applies to more than half of the Trustees, the Union may continue to pay remuneration to its Sabbatical Trustees and any Connected Persons receiving remuneration in accordance with Article 4.3.3 provided that the Union uses all reasonable endeavours to fill the vacancy as soon as possible.

## **5. Liability of Members**

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

- 5.1 payment of the Union's debts and liabilities contracted before they cease to be a Member;
- 5.2 payment of the costs, charges and expenses of winding up; and
- 5.3 adjustment of the rights of the contributories among themselves.

## **6. Dissolution**

If any property remains after the Union has been wound up or dissolved and all debts and liabilities have been satisfied, it shall not be paid to or distributed among the Members of the Union. It shall instead be given or transferred to some other charitable institution or institutions having similar objects to those of the Union and which prohibits the distribution of its or their income and property among its or their members to an extent at least as great as these Articles impose upon the Union. The institution or institutions which are to benefit shall be chosen by the Trustees of the Union at or before the time of winding up or dissolution.

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

- 7.1 The University of Warwick shall be required to review the provisions of these Articles at intervals of not more than five years.
- 7.2 The approval of the University of Warwick shall be required for any amendments to the Articles.

## **PART 2**

### **MEMBERS**

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

## **8. Becoming a Member**

- 8.1 The Members shall be as follows:

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

8.1.2 the Sabbatical Officers of the Union.

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

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

## **9. Termination of Membership**

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

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

9.2 they cease to be a Sabbatical Officer;

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

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

9.5 in the case of Members other than the Sabbatical Trustees, a resolution is passed at a meeting of the Trustees at which at least half of the Trustees are present resolving that the Member be expelled on the ground that his or her continued membership is harmful to or is likely to become harmful to the interests of the Union. Such a resolution shall not be passed unless the Member has been given at least 14 clear days' notice that the resolution is to be proposed, specifying the circumstances alleged to justify expulsion, and has been afforded a reasonable opportunity of being heard by or of making written representations to the Trustees.

## ***ASSOCIATE MEMBERS***

### **10. Associate members**

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

## ***CODE OF CONDUCT***

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

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

11.2 The code of conduct or the disciplinary procedure for Members may include a range of sanctions for breach of the code of conduct by a Member, including the

suspension or removal of some of the rights and privileges of Membership, including the holding of office.

## ***REFERENDUMS***

### **12. Referendums**

A referendum may be called in the circumstances set out in the Bye-Laws. Referendums shall be conducted in accordance with the requirements of the Bye-Laws.

## ***ALL STUDENT VOTES***

### **13. All Student Votes**

- 13.1 The Union shall hold an All Student Vote at least once in each Academic Year, which shall be called and held in accordance with the Bye-Laws. All Student Votes shall be held at such time and place as the Trustees shall think suitable.
- 13.2 Subject to Article 40.3, All Student Votes shall be used to allow Students to set the Policy, Regulations and Principles of the Union as further described in the Bye-Laws.
- 13.3 The composition and proceedings of All Student Votes shall be set out in the Bye-Laws.
- 13.4 Any All Student Vote held under this Article shall not be a meeting of the Union for the purposes of the Companies Acts.

## ***ORGANISATION OF COMPANY LAW MEETINGS***

### **14. Company Law meetings**

- 14.1 The Trustees may call a Company Law meeting at any time. The Trustees must call a Company Law meeting if required to do so by the Members under the Companies Acts.

### **15. Location of meetings**

The Trustees, in their absolute discretion, may decide that a Company Law meeting shall be carried out at one single venue or simultaneously at a maximum of two separate venues with a video, audio or other real-time link between all of the venues. At the start of such meetings, each venue must indicate by majority vote that they are satisfied with the meeting set-up and technology.

### **16. Length of notice**

All Company Law meetings must be called by either:

- 16.1 at least 14 clear days' notice; or

- 16.2 shorter notice if it is so agreed by a majority in number of the Members having a right to attend and vote at that meeting. Any such majority shall together represent at least 90% of the total voting rights at that meeting of all the Members.

## **17. Contents of notice**

- 17.1 Every notice calling a Company Law meeting must specify the place, day and time of the meeting, and the general nature of the business to be transacted.
- 17.2 If a special resolution is to be proposed, the notice must include the proposed resolution and specify that it is proposed as a special resolution.
- 17.3 In every notice calling a Company Law meeting of the Union there must appear with reasonable prominence a statement informing the Member of their rights to appoint another person as their proxy at the meeting.
- 17.4 If the Union gives an electronic address in a notice calling a meeting, it will be deemed to have agreed that any document or information relating to proceedings at the meeting may be sent by Electronic Means to that address (subject to any conditions or limitations specified in the notice).

## **18. Service of notice**

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

## **19. Quorum**

- 19.1 No business shall be transacted at any Company Law meeting unless a quorum is present.
- 19.2 1% of the total membership (represented in person or by proxy), whichever is greater, shall be a quorum.
- 19.3 If a quorum is not present within half an hour from the time appointed for the meeting:
- 19.3.1 the Chair of the Meeting may adjourn the meeting to such day, time and place (within 14 days of the original meeting) as they think fit; and
  - 19.3.2 failing adjournment by the Chair of the Meeting, the meeting shall stand adjourned to the same day in the next week at the same time and place, or to such day (within 14 days of the original meeting), time and place as the Trustees may determine;

and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting those present and entitled to vote shall be a quorum.

## **20. Chairing Company Law meetings**

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

## **21. Attendance and speaking by Trustees and non-Members**

- 21.1 A Trustee may, even if not a Member, attend and speak at any Company Law meeting.
- 21.2 A patron may, even if not a Member, attend and speak at any Company Law meeting.
- 21.3 The Chair of the Meeting may permit other persons who are not Members to attend and speak at any Company Law meeting.

## **22. Adjournment**

- 22.1 The Chair of the Meeting may adjourn a Company Law meeting at which a quorum is present if:
  - 22.1.1 the meeting consents to an adjournment; or
  - 22.1.2 it appears to the Chair of the Meeting that an adjournment is necessary to protect the safety of any person attending the meeting or to ensure that the business of the meeting is conducted in an orderly manner.
- 22.2 The Chair of the Meeting must adjourn a Company Law meeting if directed to do so by the meeting.
- 22.3 When adjourning a Company Law meeting, the Chair of the Meeting must:
  - 22.3.1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Trustees; and
  - 22.3.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 22.4 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Union must give at least seven clear days' notice of it:
  - 22.4.1 to the same persons to whom notice of the Union's Company Law meetings is required to be given; and
  - 22.4.2 containing the same information which such notice is required to contain.
- 22.5 No business may be transacted at an adjourned Company Law meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

### ***VOTING AT COMPANY LAW MEETINGS***

## **23. Voting: general**

A resolution put to the vote of a Company Law meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the Articles.

## **24. Votes**

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

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

24.1.1 each Member present in person; and

24.1.2 (subject to Article 27.7) each proxy present who has been duly appointed by one or more persons entitled to vote on the resolution;

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

### ***Votes on a poll***

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

24.2.1 every Member present in person; and

24.2.2 every Member present by proxy (subject to Article 27.7).

### ***General***

24.3 In the case of an equality of votes, whether on a show of hands or on a poll, the Chair of the Meeting shall not be entitled to a casting vote in addition to any other vote the Chair of the Meeting may have.

## **25. Errors and disputes**

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

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

## **26. Poll**

26.1 A poll on a resolution may be demanded:

26.1.1 in advance of the Company Law meeting where it is to be put to the vote; or

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

26.2 A poll may be demanded by:

26.2.1 the Chair of the Meeting;

26.2.2 the Trustees;

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

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

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

26.3 A demand for a poll may be withdrawn if:

26.3.1 the poll has not yet been taken; and

26.3.2 the Chair of the Meeting consents to the withdrawal.

***Procedure on a poll***

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

***Results***

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

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

***Timing***

26.7 A poll on:

26.7.1 the election of the Chair of the Meeting; or

26.7.2 a question of adjournment;

must be taken immediately.

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

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

***Notice***

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

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

**27. Proxies**

***Power to appoint***

A Member is entitled to appoint another person as their proxy to exercise all or any of their rights to attend and speak and vote at a Company Law meeting of the Union.

***Manner of appointment***

- 27.1 Proxies may only validly be appointed by a notice in writing (a “proxy notice”) which:
  - 27.1.1 states the name and address of the Member appointing the proxy;
  - 27.1.2 identifies the person appointed to be that Member’s proxy and the Company Law meeting in relation to which that person is appointed;
  - 27.1.3 is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the Trustees may determine; and
  - 27.1.4 is delivered to the Union in accordance with the Articles and any instructions contained in the notice of the Company Law meeting to which they relate.
- 27.2 The Union may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 27.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 27.4 Unless a proxy notice indicates otherwise, it must be treated as:
  - 27.4.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
  - 27.4.2 appointing that person as a proxy in relation to any adjournment of the Company Law meeting to which it relates as well as the meeting itself.

***Delivery of Proxy Notices***

- 27.5 The Proxy Notification Address in relation to any Company Law meeting is:
  - 27.5.1 the registered office of the Union; or
  - 27.5.2 any other address or addresses specified by the Union as an address at which the Union or its agents will receive proxy notices relating to that meeting, or any adjournment of it, delivered in Hard Copy Form or Electronic Form; or
  - 27.5.3 any electronic address falling within the scope of Article 27.6.
- 27.6 If the Union gives an electronic address:
  - 27.6.1 in a notice calling a Company Law meeting;
  - 27.6.2 in an instrument of proxy sent out by it in relation to the meeting; or
  - 27.6.3 in an invitation to appoint a proxy issued by it in relation to the meeting;

it will be deemed to have agreed that any document or information relating to proxies for that meeting may be sent by Electronic Means to that address (subject to any conditions or limitations specified in the notice). In this Article 27.6, documents relating to proxies include the appointment of a proxy in relation to a meeting, any document necessary to show the validity of, or otherwise relating to, the appointment of a proxy, and notice of the termination of the authority of a proxy.

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

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

### ***Timing***

- 27.8 Subject to Articles 27.9 and 27.10, a proxy notice must be received at a Proxy Notification Address not less than 48 hours before the Company Law meeting or adjourned meeting to which it relates.

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

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

27.10.1 received in accordance with Article 27.8; or

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

### ***Interpretation***

- 27.11 Saturdays, Sundays, and Public Holidays are not counted when calculating the 48 hour and 24 hour periods referred to in this Article 27.

### ***Revocation***

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

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

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

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

### ***Execution***

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

### **28. Amendments to resolutions**

28.1 An ordinary resolution to be proposed at a Company Law meeting may be amended by ordinary resolution if:

28.1.1 notice of the proposed amendment is given to the Union in writing by a person entitled to vote at the Company Law meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the Chair of the Meeting may determine); and

28.1.2 the proposed amendment does not, in the reasonable opinion of the Chair of the Meeting, materially alter the scope of the resolution.

28.2 A special resolution to be proposed at a Company Law meeting may be amended by ordinary resolution, if:

28.2.1 the Chair of the Meeting proposes the amendment at the Company Law meeting at which the resolution is to be proposed; and

28.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

28.3 If the Chair of the Meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chair's error does not invalidate the vote on that resolution.

## **WRITTEN RESOLUTIONS**

### **29. Written Resolutions**

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

## **PART 3**

### **TRUSTEES**

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

### **30. Appointment of Trustees**

The Trustees shall be made up of the following persons:

30.1 not more than 7 Sabbatical Trustees, elected in accordance with Article 31;

30.2 not more than 6 Student Trustees, appointed in accordance with Article 32; and

30.3 not more than 5 Lay Trustees, appointed in accordance with Article 33.

### **31. Sabbatical Trustees and Officers**

- 31.1 Sabbatical Officers shall be elected by secret ballot by the Student Members at an election to be held in accordance with the Bye-Laws. The Sabbatical Officers shall be elected to posts specified in the Bye-Laws.
- 31.2 The Sabbatical Officers from time to time shall be the Sabbatical Trustees. Except where otherwise indicated, references in these Articles to “Sabbatical Trustees” are to individuals acting solely in their capacity as Sabbatical Trustees.
- 31.3 The Sabbatical Officers shall remain in office for a term of one year commencing in accordance with the Bye-Laws. The term of office may be shorter or longer on a transitional basis to coincide with an alteration of the year start or end. Subject to a transitional change in the year of office, a Sabbatical Officer may be re-elected for a maximum further term of one year by the Members at an election to be held in accordance with the Bye-Laws. For the avoidance of doubt, a Sabbatical Officer’s terms of office may be either consecutive or non-consecutive.
- 31.4 Each Sabbatical Officer must be a Student or a Sabbatical Officer at the time of their election. In accordance with Article 8, each Sabbatical Officer shall become a Member on commencement of their appointment or re-appointment as a Sabbatical Officer. Such Membership shall cease when the Sabbatical Officer ceases to be a Sabbatical Officer.
- 31.5 The Sabbatical Officers shall be deemed to be “major union office holders” for the purposes of Section 22 of the Education Act.
- 31.6 At the same time as commencing the term of office as a Sabbatical Officer, the Sabbatical Officer will enter into a contract of employment with the Union for a term to be determined by the Bye-Laws. The duties and method of remuneration of each Sabbatical Officer shall be as set out in the Bye-Laws.

### **32. Student Trustees**

- 32.1 Subject to Article 32.2 below, Student Trustees shall be appointed by a simple majority vote of the Trustees following a process set out in the Bye-Laws, provided that the appointment of each Student Trustee is ratified by a simple majority vote of the Student Council. The grounds on which the Student Council may refuse to ratify the appointment will be set out in the Bye-Laws. For the avoidance of doubt, such appointment shall not take effect until it has been ratified by the Student Council.
- 32.2 Each Student Trustee must be a Student at the time of their appointment and for the duration of their term as a Student Trustee.
- 32.3 Student Trustees shall remain in office for a term of two years commencing in accordance with the Bye-Laws. The term of office may be shorter or longer on a transitional basis to coincide with the alteration of the year start or end.
- 32.4 A Student Trustee may serve a maximum of two consecutive terms.

### **33. Lay Trustees**

- 33.1 Lay Trustees shall be appointed by a simple majority vote of the Trustees following a process set out in the Bye-Laws provided that the appointment of each Lay Trustee

is ratified by a majority vote of the Student Council. For the avoidance of doubt, such appointment shall not take effect until it has been ratified by the Student Council.

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

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

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

The office of a Trustee shall be vacated if:

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

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

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

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

34.5 in the case of a Sabbatical Trustee or a Student Trustee, they are removed from Membership of the Union in accordance with the Union's code of conduct or disciplinary procedure for Members;

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

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

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

34.9 they are removed from office under Articles 35 or 36.

#### **35. Removal of Trustees by the Members or the Student Council**

The office of a Trustee shall be vacated if a motion of no confidence in the Trustee is passed by a two thirds majority in a vote of the Student Council. Such a motion shall only be triggered by a Secure Petition signed or agreed to by at least 0.5% Members.

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

The office of a Lay Trustee shall be vacated if a majority resolution of no confidence in the Trustee is passed by the Trustees. For the avoidance of doubt, the Trustee concerned and any Trustee who has a conflict of interest in relation to the matter shall not vote on this resolution and the quorum shall be adjusted accordingly in accordance with Article 51.

#### **37. Removal of Elected Officers**

An Elected Officer shall be removed from office if they:

37.1 resign or die;

37.2 are removed from office as an Elected Officer by:

37.2.1 a motion of no confidence in the Elected Officer passed by a two thirds majority of the Members voting at a quorate All Student Vote, Such a motion shall only be triggered by a Secure Petition signed or agreed to by at least 1% Members; or

37.2.2 a motion of no confidence in the Elected Officer is passed by a two thirds majority in a vote of the Student Council. Such a motion shall only be triggered by a Secure Petition signed or agreed to by at least 0.5% of Members;

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

### **38. Rights of Removed Trustee**

38.1 A resolution to remove a Trustee in accordance with Article 36 shall not be passed unless the Trustee concerned has been given at 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.

38.2 A Trustee removed from office in accordance with Article 36 shall be entitled to appeal the decision to remove him or her to an Appeals Panel within 14 days of the resolution. The Appeals Panel shall be made up of a nominee of the University of Warwick, one independent person and a chief executive/general manager and officer of another students' union. The independent person shall be a Member who is not a Trustee or a member of the Student Council. The selection of the members of the Appeals Panel and its procedures shall be set out in the Bye-Laws. The Union may consult with NUS in relation to the appeals process and in particular the appointment of independent persons to the Appeals Panel.

### **39. Replacement of Trustees**

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

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

39.3 If a Student Trustee resigns, is disqualified or is removed from office, a Student Trustee may be appointed to the vacancy in accordance with Article 32.1.

- 39.4 If a Lay Trustee resigns, is disqualified or is removed from office, a Lay Trustee shall be appointed to the vacancy in accordance with Article 33.1.

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

#### **40. Trustees' general authority**

- 40.1 The Board of Trustees is responsible for the management and administration of the Union and (subject to the Education Act, these Articles and the Bye-Laws) may exercise all the powers of the Union.

- 40.2 The Board's powers under Article 40.1 shall include but not be limited to responsibility for:

40.2.1 the governance of the Union;

40.2.2 the budget of the Union; and

40.2.3 the strategy of the Union.

- 40.3 The Board of Trustees may override any decision or Policy made by the Members at an All Student Vote or by ordinary resolution in Company Law meeting or otherwise or by the Student Council which the Trustees consider (in their absolute discretion):

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

40.3.2 is or may be in breach of, contrary to or otherwise inconsistent with charity or education law or any other legal requirements (including ultra vires);

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

40.3.4 will or may otherwise affect the discharge of any or all of the responsibilities referred to in Article 40.2.

- 40.4 No alteration of these Articles or the Bye-Laws shall invalidate any prior act of the Trustees which would have been valid if that alteration had not been made.

- 40.5 All acts done by a meeting of Trustees, or of a committee of the Trustees, shall be valid, even if it is later discovered that any Trustee who participated in the vote:

40.5.1 was not properly appointed;

40.5.2 was disqualified from holding office;

40.5.3 had vacated office; or

40.5.4 was not entitled to vote.

#### **41. Trustees may delegate**

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

- 41.2 Subject to the Articles, the Trustees may delegate the implementation of their decisions or day to day management of the affairs of the Union to any person or committee.
- 41.3 Any delegation by the Trustees may be:
- 41.3.1 by such means;
  - 41.3.2 to such an extent;
  - 41.3.3 in relation to such matters or territories; and
  - 41.3.4 on such terms and conditions
- as they think fit.
- 41.4 The Trustees may authorise further delegation of the relevant powers, functions, implementation of decisions or day to day management by any person or committee to whom they are delegated.
- 41.5 The Trustees may revoke any delegation in whole or part, or alter its terms and conditions.
- 41.6 The Trustees may by power of attorney or otherwise appoint any person to be the agent of the Union for such purposes and on such conditions as they determine.

## **42. Committees**

- 42.1 In the case of delegation to committees:
- 42.1.1 the resolution making the delegation must specify those who shall serve or be asked to serve on such committee (although the resolution may allow the committee to make co-options up to a specified number);
  - 42.1.2 subject to Article 42.2, the composition of any committee shall be entirely in the discretion of the Trustees and may include such of their number (if any) as the resolution may specify;
  - 42.1.3 the deliberations of any committee must be reported regularly to the Trustees and any resolution passed or decision taken by any committee must be reported promptly to the Trustees and every committee must appoint a secretary for that purpose;
  - 42.1.4 no committee shall knowingly incur expenditure or liability on behalf of the Union except where authorised by the Trustees or in accordance with a budget which has been approved by the Trustees.
- 42.2 For the avoidance of doubt, the Trustees may (in accordance with Articles 41 and 42.1) delegate all financial matters to any committee provided that such committee shall include at least one Trustee. The Trustees may empower such committee to resolve upon the operation of any bank account according to such mandate as it shall think fit provided that the signature or agreement of at least one Trustee shall be required for cheques or payments above a certain amount as set out in the Bye-Laws and provided always that no committee shall incur expenditure on behalf of the Union except in accordance with a budget which has been approved by the Trustees.

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

**43. 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:

43.1 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;

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

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

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

***DECISION-MAKING BY TRUSTEES***

**44. Trustees to take decisions collectively**

Any decision of the Trustees must be either a majority decision at a meeting or a decision taken in accordance with Article 54 (Majority decisions without a meeting).

**45. Trustees' meetings**

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

45.2 Guests or observers can attend meetings of the Trustees at the discretion of the Chair of the Meeting.

**46. Calling a Trustees' meeting**

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

**47. Length of Notice**

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

47.1 all the Trustees agree; or

47.2 urgent circumstances require shorter notice.

**48. Contents of Notice**

Every notice calling a Trustees' meeting must specify:

48.1 the place, day and time of the meeting;

- 48.2 the general particulars of all business to be considered at such meeting; and
- 48.3 if it is anticipated that Trustees participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

**49. Service of Notice**

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

**50. Participation in Trustees' meetings**

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

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

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

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

**51. Quorum for Trustees' meetings**

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

51.2 The quorum for Trustees' meetings may be fixed from time to time by a decision of the Trustees, but it must never be less than six . Unless otherwise fixed, the quorum shall be six and such quorum must include at least three Sabbatical Trustees and one Lay trustee. Where the resolution or issue under discussion concerns a matter in respect of which some or all of the Trustees have a conflict of interest, the quorum shall be six.

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

**52. Chair and Deputy Chair**

52.1 The President shall be the Chair of the Trustees.

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

52.3 In the absence of the Chair and the Deputy Chair, another Trustee appointed by the Trustees present shall preside as Chair of the Meeting.

**53. Casting vote**

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

53.2 Article 53.1 does not apply if, in accordance with the Articles, the Chair of the Meeting is not to be counted as participating in the decision-making process for quorum or voting purposes.

**54. Majority decisions without a meeting**

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

54.2 If:

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

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

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

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

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

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

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

54.3.2 may communicate with each other by any means.

54.4 No decision shall be taken by the Trustees in accordance with this Article unless a quorum participates in the decision-making process. The quorum for Trustees' decision-making in accordance with this Article shall be the same as the quorum for Trustees' meetings as set out in Article 51.

54.5 The Chair or such other Trustee as shall be appointed by the Trustees shall be the chair of the process of decision-making in accordance with this Article. The process shall include:

54.5.1 circulation of the proposed decision with an indication of the time period for discussion and the date by which Trustees are asked to cast their votes;

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

54.5.3 if a majority of the Trustees vote in favour of the decision, the nominated person must communicate the decision to all the Trustees and the date of the decision shall be the date of the communication from the nominated person confirming formal approval and

54.5.4 the nominated person must prepare a minute of the decision in accordance with Article 61 (Minutes).

54.6 In the case of an equality of votes in any decision-making process in accordance with this Article, the chair shall be entitled to a casting vote in addition to any other vote the chair may have but this does not apply if, in accordance with the Articles, the chair or specified Trustee is not to be counted as participating in the decision-making process for quorum or voting purposes.

## **55. Conflicts of interest**

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

55.1 Unless Article 55.2 applies, a Trustee must declare the nature and extent of:

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

55.1.2 any duty or any direct or indirect interest which they have which conflicts or may conflict with the interests of the Union or their duties to the Union.

55.2 There is no need to declare any interest or duty of which the other Trustees are, or ought reasonably to be, already aware.

### ***Participation in decision-making***

55.3 If a Trustee's interest or duty cannot reasonably be regarded as likely to give rise to a conflict of interest or a conflict of duties with or in respect of the Union, they are entitled to participate in the decision-making process, to be counted in the quorum and to vote in relation to the matter. Any uncertainty about whether a Trustee's interest or duty is likely to give rise to a conflict shall be determined by a majority decision of the other Trustees taking part in the decision-making process.

55.4 If a Trustee's interest or duty gives rise (or could reasonably be regarded as likely to give rise) to a conflict of interest or a conflict of duties with or in respect of the Union, they may participate in the decision-making process and may be counted in the quorum and vote unless:

55.4.1 the decision could result in the Trustee or any person who is a Connected Person in relation to that Trustee receiving a benefit other than:

- (a) any benefit received in their capacity as a beneficiary of the Union (as permitted under Article 4.3.4) and which is available generally to the beneficiaries of the Union;

- (b) the payment of premiums in respect of indemnity insurance effected in accordance with Article 3.33;
- (c) payment under the indemnity set out at Article 66; and
- (d) reimbursement of expenses in accordance with Article 4.3.5; or

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

in which case the Trustee must comply with Article 55.5.

55.5 If a Trustee with a conflict of interest or conflict of duties is required to comply with this Article 55.5, they must:

55.5.1 take part in the decision-making process only to such extent as in the view of the other Trustees is necessary to inform the debate;

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

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

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

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

55.6.1 the Trustee shall not be in breach of their duties to the Union by withholding confidential information from the Union if to disclose it would result in a breach of any other duty or obligation of confidence owed by them; and

55.6.2 the Trustee shall not be accountable to the Union for any benefit expressly permitted under these Articles which they or any person who is a Connected Person in relation to that Trustee derives from any matter or from any office, employment or position.

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

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

## **PART 4**

### **STUDENT COUNCIL**

#### **57. Student Council**

- 57.1 Student Council shall have primary responsibility for the implementation and oversight of Union Policy, Regulations and Principles. It shall be the interim policy body and its function shall be as described in the Bye-Laws.
- 57.2 The Student Council shall have the authority to:
- 57.2.1 decide emergency policy in between All Student Votes (subject to ratification at an All Student Vote);
  - 57.2.2 make, repeal and amend the Bye-Laws subject to the ratification of the Trustees in accordance with Article 58;
  - 57.2.3 make, repeal and amend the Bye-Laws jointly with the Trustees in accordance with Article 58;
  - 57.2.4 receive a quarterly report from the Trustees; and
  - 57.2.5 appoint associate members in accordance with Article 10 and the Bye-Laws; and
  - 57.2.6 hold Student Officers to account in accordance with the Bye-Laws and the Union's code of conduct.
- 57.3 The composition and proceedings of the Student Council shall be set out in the Bye-Laws. No Member may hold more than one seat on the Student Council at any one time.

## **PART 5**

### **ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS PROVISIONS**

#### **58. Bye-Laws**

The Student Council shall have the power from time to time to make, repeal or amend Bye-Laws as to the management of the Union and its working practices provided that such Bye-Laws shall not be inconsistent with these Articles and shall be ratified by the Trustees before taking effect.

#### **59. Communications by and to the Union**

##### ***Methods of communication***

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

59.1.2 in Electronic Form; or

59.1.3 by making it available on a website.

- 59.2 Where a document or information which is required or authorised to be sent or supplied by the Union under the Companies Acts is sent or supplied in Electronic Form or by making it available on a website, the recipient must have agreed that it may be sent or supplied in that form or manner or be deemed to have so agreed under the Companies Acts (and not revoked that agreement). Where any other document or information is sent or supplied in Electronic Form or made available on a website the Trustees may decide what agreement (if any) is required from the recipient.
- 59.3 Where a document or information which is required or authorised to be sent or supplied by the Union under the Companies Acts is sent or supplied by making it available on a website, the Union must notify the recipient that the document or information is available on the website in accordance with the Companies Acts.
- 59.4 Subject to the Articles, any notice or document to be sent or supplied to a Trustee in connection with the taking of decisions by Trustees may also be sent or supplied by the means by which that Trustee has asked to be sent or supplied with such notices or documents for the time being.

***Deemed delivery***

- 59.5 A Member present in person or by proxy at a meeting of the Union shall be deemed to have received notice of the meeting and the purposes for which it was called.
- 59.6 Where any document or information is sent or supplied by the Union to the Members:
- 59.6.1 where it is sent by post it is deemed to have been received 48 hours (including Saturdays, Sundays, and Public Holidays) after it was posted;
  - 59.6.2 where it is sent or supplied by Electronic Means, it is deemed to have been received on the same day that it was sent;
  - 59.6.3 where it is sent or supplied by means of a website, it is deemed to have been received:
    - (a) when the material was first made available on the website; or
    - (b) if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.
- 59.7 Subject to the Companies Acts, a Trustee or any other person (other than in their capacity as a Member) may agree with the Union that notices or documents sent to that person in a particular way are deemed to have been received within a specified time, and for the specified time to be less than 48 hours.

***Failed delivery***

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

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

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

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

### ***Exceptions***

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

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

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

59.11 The provisions of the Companies Acts shall apply to communications to the Union. Any document to be served on the Union by a Member under the Articles may be served:

59.11.1 in the case of documents in hard copy form, by sending or delivering them to the Union's registered office or delivering them personally to an officer or Trustee of the Union; or

59.11.2 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).

## **60. Secretary**

60.1 A Secretary may be appointed by the Trustees for such term at such remuneration and upon such conditions as they may think fit, and may be removed by them. If there is no Secretary:

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

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

## **61. Minutes**

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

61.1.1 of all appointments of officers made by the Trustees;

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

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

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

61.2 The minutes referred to in Article 61.1 above must be kept for at least ten years from the date of the meeting, resolution or decision.

61.3 The minutes of the meetings referred to in Article 61.1 above shall normally be considered open and shall be available to the Members on the Union's website, except where those minutes relate to any reserved or confidential matters, including without limitation staff-related or disciplinary matters. Copies of the minutes shall also be kept in the Union's offices.

## **62. Records and accounts**

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

62.1.1 annual reports;

62.1.2 annual returns; and

62.1.3 annual statements of account.

62.2 The Members have the right to ask the Trustees questions in writing about the content of any documents referred to in Article 62.1.

## **63. 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.

**64. Patrons**

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

**65. Exclusion of model articles**

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

***TRUSTEES' INDEMNITY***

**66. Indemnity**

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

***DEFINITIONS AND INTERPRETATION***

**67. Defined terms**

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

<b>Term</b>	<b>Meaning</b>
67.1.1 <b>"Academic Year"</b>	the period between 1st August in one year to 31st July in the next year determined by the Union as the period during which Students are required to be registered with University of Warwick. Each Academic Year is for the time being divided into three terms;
67.1.2 <b>"address"</b>	includes a postal or physical address and a number or address used for the purpose of sending or receiving documents by Electronic Means;
67.1.3 <b>"Articles"</b>	these articles of association of the Union;
67.1.4 <b>"Board of Trustees" or "Board"</b>	the board of Trustees of the Union;

67.1.5 <b>“Bye-Laws”</b>	the bye-laws setting out the working practices of the Union made from time to time in accordance with Article 58;
67.1.6 <b>“Chair”</b>	the chair of the Board of Trustees, who shall be the President in accordance with Article 52.1;
67.1.7 <b>“Chair of the Meeting”</b>	in the case of Company Law meetings means the person chairing the meeting in accordance with Article 20 and in the case of Trustees’ meetings means the person chairing the meeting in accordance with Article 52;
67.1.8 <b>“Chief Executive”</b>	the chief executive of the Union who is appointed by the Board of Trustees;
67.1.9 <b>“clear days”</b>	in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
67.1.10 <b>“Code of Practice”</b>	the code of practice relating to University of Warwick’s obligations under Section 22 of the Education Act;
67.1.11 <b>“Companies Acts”</b>	the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Union;
67.1.12 <b>“Connected Person”</b>	in relation to a Trustee means any person falling within any of the following categories: (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 other person in a relationship with the Trustee which may reasonably be regarded as equivalent to such a relationship as is mentioned at (a) or (b); or (d) any company, partnership or firm of which a Trustee is a paid director, member, partner or employee, or shareholder holding more than 1% of the capital;
67.1.13 <b>“Deputy Chair”</b>	the deputy chair of the Board of Trustees, who shall be appointed in accordance with Article 52.2;
67.1.14 <b>“document”</b>	includes summons, notice, order or other legal process and includes, unless otherwise specified, any document sent or supplied in Electronic Form;
67.1.15 <b>“Education Act”</b>	the Education Act 1994;
67.1.16 <b>“Elected Officers”</b>	the Sabbatical Officers and the Part-Time

67.1.17 <b>“Electronic Form” and “Electronic Means”</b>	Officers; have the meanings respectively given to them in Section 1168 of the Companies Act 2006;
67.1.18 <b>“Financial Expert”</b>	an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;
67.1.19 <b>“Hard Copy” and “Hard Copy Form”</b>	have the meanings respectively given to them in the Companies Act 2006;
67.1.20 <b>“Lay Trustee”</b>	a Trustee appointed in accordance with Article 33.1 who for the avoidance of doubt shall not be deemed to be either a major union office holder or a sabbatical union office holder for the purposes of Section 22 of the Education Act;
67.1.21 <b>“Members”</b>	members of the Union as defined in Article 10 and being Students at University of Warwick as further defined in Article 8.1.1 and the Sabbatical Officers;
67.1.22 <b>“NUS”</b>	National Union of Students;
67.1.23 <b>“Part-Time Officers”</b>	the Members elected in accordance with the Bye-Laws to be officers of the Union while continuing their studies at University of Warwick;
67.1.24 <b>“Policy”</b>	representative and campaigning policy set by Members at All Student Votes or Company Law meetings or by the Student Council in accordance with Articles 13, 14 and 57;
67.1.25 <b>“President”</b>	the president of the Union, as elected by the Members in accordance with the Bye-Laws;
67.1.26 <b>“Public Holiday”</b>	Christmas Day, Good Friday and any day that is a bank holiday under the Banking and Financial Dealings Act 1971 in the part of the United Kingdom where the Union is registered;
67.1.27 <b>“RAG”</b>	the raising and giving society which develops students by providing them with an opportunity to raise funds for charitable causes;
67.1.28 <b>“Referendum”</b>	a ballot in which all Members are entitled to cast a vote, the protocol for which shall be set out in the Bye-Laws;
67.1.29 <b>“Sabbatical Officers”</b>	the individuals elected in accordance with Article 31 (each of whom is a “major union office holder” for the purposes of section 22

- of the Education Act);
- 67.1.30 **“Sabbatical Trustee”** a Trustee elected in accordance with Article 31 or Article 39.1;
- 67.1.31 **“Secure Petition”** a written request to the Union which shall be fixed in a pre-arranged place or places or held securely on-line;
- 67.1.32 **“Student”** any individual who is formally registered for an approved programme of study provided by University of Warwick. For the avoidance of doubt, University of Warwick shall determine whether or not an individual has Student status;
- 67.1.33 **“Student Council”** the Student body elected by and from Students constituted in accordance with these Articles and the Bye-Laws of the Union;
- 67.1.34 **“Student Officers”** shall have the meaning set out in the Bye-Laws;
- 67.1.35 **“Student Trustee”** a Trustee appointed in accordance with Article 32.1 or Article 39.3 who is a Student and who, for the avoidance of doubt, shall not be a major union office holder for the purposes of Section 22 of the Education Act;
- 67.1.36 **“Subsidiary Company”** 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;
- 67.1.37 **“Trustees”** the directors of the Union as defined in Article 30;
- 67.1.38 **“Union”** Warwick Students’ Union
- 67.1.39 **“writing”** the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in Electronic Form or otherwise; and
- 67.1.40 **“The University of Warwick”** The University of Warwick, incorporated by Royal Charter on March 8<sup>th</sup> 1965.
- 67.2 Words importing the singular shall include the plural and vice versa and words importing the masculine shall include the feminine and vice versa.
- 67.3 Subject to Article 67.4, any reference in these Articles to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it.

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