

The Companies Act 2006

Company Limited by Guarantee and not having a Share Capital

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**Memorandum  
and  
Articles of Association  
of  
University of Strathclyde Students' Association**

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**Memorandum of Association of University of Strathclyde Students' Association**

**Option A for new companies:**

Each subscriber to this Memorandum of Association wishes to form a company under the Companies Act 2006 and agrees to become a Company Law Member of the company.

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*Name of each subscriber*

*Authentication by each subscriber*

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Nesaraj Jeyaraj

Gerry McDonnell

Simran Kaur

Bohdan Starosta

Calvin Hepburn

Liam McCabe

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Dated:

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## **The Companies Act 2006**

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

#### **Articles of Association of University of Strathclyde Students' Association**

##### **BACKGROUND**

- A. **University of Strathclyde Students' Association** (the "Association") is a students' union within the meaning of the Education Act 1994. The Association is established in accordance with Article 9 of the Charter of the University of Strathclyde. The Association is devoted to the educational interests and welfare of its Student Members.
- B. The Association will seek at all times to:
- (i) ensure that the diversity of its Student Membership is recognised and that equal access is available to all Student Members of whatever origin or orientation;
  - (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 Association 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 all of the Trustees. The Board of Trustees will give the utmost consideration to the views of Student Members.
- D. Under the Education Act 1994, The University of Strathclyde has a statutory duty to ensure that the Association operates in a fair and democratic manner and is held to proper account for its finances. The Association therefore works alongside the University of Strathclyde in ensuring that the affairs of the Association are properly conducted and that the educational and welfare needs of the Association's Student Members are met.

## PART 1

### KEY CONSTITUTIONAL PROVISIONS

#### 1. Definitions and Interpretation

The meanings of any defined terms used in these Articles are set out in Article [56]. If any dispute arises in relation to the interpretation of these Articles or any of the schedules, it shall be resolved by the Board of Trustees.

#### 2. Objects

The objects of the Association are the advancement of education of Students at The University of Strathclyde for the public benefit by:

- 2.1 promoting the interests and welfare of Students at the University of Strathclyde during their course of study and representing, supporting and advising Students;
- 2.2 being the recognised representative channel between Students and the University of Strathclyde 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 Association may:

- 3.1 provide services and facilities for Student Members;
- 3.2 establish, support, promote and operate a network of student activities for Student Members;
- 3.3 support any RAG or similar fundraising activities carried out by Student 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 a Scottish charity may properly undertake and provided that the Association complies with the Education Act and any guidance published by the Office of the Scottish Charity Regulator (OSCR);

- 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 Association'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 Association the costs of forming and registering the Association;
- 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;
- 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;
- 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 Association, including (without limitation) by creating permanent endowment;
- 3.24 invest and deal with the Association'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 Association 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 Association and to their spouses and dependants;

- 3.32 insure the property of the Association against any foreseeable risk and take out other insurance policies as are considered necessary by the Trustees to protect the Association;
- 3.33 pay out of the funds of the Association the cost of any premium in respect of any indemnity insurance to cover the liability of the Trustees (or any of them) which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Association, including without limitation any liability to make a contribution to the Association's assets as specified in section 214 of the Insolvency Act 1986 (wrongful trading), provided that no such insurance shall extend to:
- (a) any claim arising from any liability incurred by the Trustees to pay a fine imposed in criminal proceedings or a sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature (however arising);
  - (b) any liability incurred by the Trustees in defending any criminal proceedings in which the Trustees are convicted of an offence arising out of any fraud or dishonesty, or wilful or reckless misconduct;
  - (c) any liability incurred by the Trustees to the Association that arises out of any conduct which the Trustees knew (or must reasonably be assumed to have known) was not in the interests of the Association or in the case of which they did not care whether it was in the best interests of the Association or not; or
  - (d) in relation to any liability to make a contribution to the Association's assets as specified in section 214 of the Insolvency Act 1986, any liability to make such a contribution where the basis of the Trustee's liability is their knowledge prior to the insolvent liquidation of the Association (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Association would avoid going into insolvent liquidation; and
- 3.34 do all such other lawful things as may further the Association's objects.

#### **4. Limitation on private benefits**

- 4.1 The income and property of the Association shall be applied solely towards the promotion of its objects.

##### ***Permitted benefits to Company Law Members, Trustees and Connected persons***

- 4.2 No part of the income and property of the Association may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any Company Law Member unless the payment is permitted by Articles [4.3, 4.4 or 4.5].
- 4.3 No Trustee may:
- 4.3.1 sell goods, services or any interest in land to the Association;
  - 4.3.2 be employed by, or receive any remuneration from, the Association; or



4.3.3 receive any other financial benefit from the Association;

unless the payment is permitted by Articles [4.4 or 4.5] or authorised by the court.

4.4 A Trustee may receive the following benefits from the Association:

4.4.1 a Trustee or a person who is Connected with a Trustee may receive a benefit from the Association in their capacity as a beneficiary of the Association;

4.4.2 a Trustee or a person who is Connected with a Trustee may be reimbursed by the Association for, or may pay out of the Association's property, reasonable expenses properly incurred by them when acting on behalf of the Association;

4.4.3 a Sabbatical Trustee or a person who is Connected with a Trustee may be paid reasonable and proper remuneration for any goods or services supplied to the Association 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 persons Connected with a Trustee under contracts of employment with the Association;

(b) subject to Article [4.4.3(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 [44] (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 person Connected with a Trustee the procedure described in Article [44] (Conflicts of interest) must be followed by the relevant Trustee in relation to any decisions regarding such person;

(e) subject to Article [4.6], this provision and Article [4.5.3] 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 Connected with that Trustee); and

(f) at all times the provisions of the Education Act are complied with;

4.4.4 a Trustee or a person who is Connected with a Trustee may receive interest at a reasonable and proper rate on money lent to the Association;

4.4.5 a Trustee or a person who is Connected with a Trustee may receive reasonable and proper rent for premises let to the Association;

4.4.6 the Association may pay reasonable and proper premiums in respect of indemnity insurance effected in accordance with Article [55]; and

4.4.7 a Trustee or other officer of the Association may receive payment under an indemnity from the Association in accordance with the indemnity provisions set out at Article [55];

provided that where benefits are conferred under Article [4.4], Article [44] (Conflicts of interest) must be complied with by the relevant Trustee in relation to any decisions regarding the benefit.

### ***Subsidiary Companies***

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

4.5.1 a Trustee or a person who is Connected with a Trustee may receive a benefit from any Subsidiary Company in their capacity as a beneficiary of the Association or of any Subsidiary Company;

4.5.2 a Trustee or a person who is Connected with a Trustee may be reimbursed by any Subsidiary Company for, or may pay out of any Subsidiary Company's property, reasonable expenses properly incurred by them when acting on behalf of any Subsidiary Company;

4.5.3 a Trustee or a person who is Connected with a Trustee may be paid reasonable and proper remuneration by any Subsidiary Company for any goods or services supplied to any Subsidiary Company, with the prior approval of the Trustees, (including services performed under a contract of employment with any Subsidiary Company or otherwise) provided that, subject to Article [4.6], this provision and Article [4.4.3] may not apply to half or more of the Trustees in any financial year (and for these purposes this provision shall be treated as applying to a Trustee if it applies to a person who is Connected with that Trustee);

4.5.4 a Trustee or a person who is Connected with a Trustee may, with the prior approval of the Trustees, receive interest at a reasonable and proper rate on money lent to any Subsidiary Company;

4.5.5 a Trustee or a person who is Connected with a Trustee may, with the prior approval of the Trustees, receive reasonable and proper rent for premises let to any Subsidiary Company;

4.5.6 any Subsidiary Company may pay reasonable and proper premiums in respect of indemnity insurance for its directors and officers; and

4.5.7 a Trustee or a person who is Connected with a Trustee may receive payment under an indemnity from any Subsidiary Company in accordance with the constitution of the relevant Subsidiary Company;

provided that the affected Trustee may not take part in any decision of the Trustees to approve a benefit under Articles [4.5.3], [4.5.4] or [4.5.5].

4.6 Where a vacancy arises on the Board of Trustees with the result that Articles [4.4.3] and [4.5.3] apply to half or more of the Trustees, the Association may continue to pay remuneration to its Sabbatical Trustees and any person who is connected with a

Trustee who is receiving remuneration in accordance with Articles [4.4.3] or [4.5.3] provided that the Association uses all reasonable endeavours to fill the vacancy as soon as possible.

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

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

- 5.1 payment of the Association's debts and liabilities contracted before they cease to be a Company Law 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**

6.1 At any time before, and in expectation of, the winding up or dissolution of the Association, the Student Members may resolve that any net assets of the Association after all its debts and liabilities have been paid, or provision made for them, shall on the dissolution or winding up of the Association be applied or transferred in any of the following ways:

6.1.1 directly for the objects of the Association; or

6.1.2 to any charity or charities:

- (a) for purposes similar to the objects of the Association; or
- (b) for use for particular purposes that fall within the objects of the Association.

6.2 In no circumstances shall the net assets of the Association be paid to or distributed among the Company Law Members of the Association under this Article [6].

6.3 If no resolution is passed in accordance with Article [6.1], the net assets of the Association shall be applied or transferred in any of the ways set out in Article [6.1] or otherwise for such charitable purposes as are chosen by the Trustees at or before the time of winding up or dissolution.

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

7.1 The University of Strathclyde shall be required to review the provisions of these Articles at intervals of not more than five years.

7.2 Any amendment to the Articles shall require the following:

7.2.1 The circulation by the Board of Trustees of a proposal to amend the Articles to all the Student Members (the "Proposal");

- 7.2.2 A period of time (as set out in the Schedules) during which any amendments to the Proposal may be submitted to the Board of Trustees by any Student Member;
- 7.2.3 The circulation by the Board of Trustees to all the Student Members of a resolution to approve either the Proposal or a revised Proposal incorporating those amendments submitted in accordance with Article [7.2.2] which the Board of Trustees in their absolute discretion have accepted;
- 7.2.4 A resolution passed at a Student Members' meeting or in a Referendum by a two thirds majority vote approving the Proposal or the revised Proposal (as the case may be);
- 7.2.5 A special resolution of the Company Law Members making the amendments to the Articles that have been approved by resolution of the Student Members in accordance with Article [7.2.4.]; and
- 7.2.6 The approval of the University of Strathclyde.

**PART 2**  
**MEMBERS**

**8. Members of the Association**

8.1 The Members of the Association shall be as follows:

8.1.1 the Student Members; and

8.1.2 the Company Law Members.

8.2 The Association may also have associate members in accordance with Article [13].

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

**9. Student Members**

9.1 The Student Members shall be as follows:

9.1.1 each and every Student who has not opted out by notifying the University of Strathclyde or the Association of their wish not to be a Student Member, including the Student Trustees; and

9.1.2 the Sabbatical Officers.

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

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

**10. Termination of Student Membership**

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

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

10.2 they cease to be a Sabbatical Officer;

10.3 they opt out of Student Membership by giving written notice to the Association in accordance with the Schedules; or

10.4 a decision is made to remove them from Student Membership of the Association in accordance with the Association's code of conduct or disciplinary procedure for Student Members.

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

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

- 11.1 Until and including the Effective Date, the subscribers to the Memorandum of Association of the Association shall be the Company Law Members. Thereafter, the Trustees from time to time shall be the only Company Law Members.
- 11.2 A Trustee shall become a Company Law Member on becoming a Trustee. In agreeing to become a Trustee, each new Trustee is also agreeing to become a Company Law Member.
- 11.3 The names of the Company Law Members must be entered in the register of Company Law Members.

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

- 12.1 A Company Law Member shall cease to be a Company Law Member if they cease to be a Trustee.
- 12.2 Company Law Membership is not transferable and shall cease on death.

## ***ASSOCIATE MEMBERS***

### **13. Associate members**

The Student Parliament and Trustees may jointly 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 Schedules provided that no such associate members shall be Members of the Association for the purposes of the Articles or the Companies Acts.

## ***CODE OF CONDUCT***

### **14. Code of Conduct**

- 14.1 The Board of Trustees will establish and monitor a “code of conduct” (discipline schedule) that all Student Members shall be required to adhere to, including when Student Members are involved in activities or at events that are administered or organised by the Association.
- 14.2 The code of conduct or disciplinary procedure for Student Members may include a range of sanctions for breach of the code of conduct by a Student Member, including the suspension or removal of some of the rights and privileges of Student Membership, including the holding of office.

## ***REFERENDUMS***

### **15. Referendums**

- 15.1 A Referendum may be called on any issue by:

- 15.1.1 a resolution of the Trustees;
  - 15.1.2 a majority vote of the Student Parliament; or
  - 15.1.3 subject to Articles [24.1] and [26.2.1], a Secure Petition signed or agreed to by at least 200 Student Members.
- 15.2 Subject to Articles [24.1] and [26.2.1], a resolution may only be passed by Referendum if at least 5% of Student Members cast a vote in the Referendum and a simple majority of the votes cast are in favour of the resolution.
- 15.3 Referendums shall be conducted in accordance with these Articles and the Schedules.
- 15.4 Subject to Article [28.3], the Student Members may set Policy by Referendums. Policy set by Referendums may overturn Policy set by the Student Parliament and Policy set by the Student Members at a Student Members' meeting.

### ***STUDENT MEMBERS' MEETINGS***

#### **16. Student Members' meetings**

- 16.1 The Association must hold an annual Student Members' meeting once in each Academic Year which shall be called and held in accordance with the Schedules. The annual Student Members' meeting shall be held at such time and place as the Trustees shall think suitable to allow the maximum number of Student Members to attend.
- 16.2 The notice of the annual Student Members' meeting must state the business to be transacted which shall include:
- 16.2.1 ratification of minutes of the previous annual Student Members' meeting;
  - 16.2.2 receiving the report of the Trustees on the Association's activities since the previous annual Student Members' meeting;
  - 16.2.3 formally presenting the accounts of the Association to the Student Members;
  - 16.2.4 approving the list of affiliations of the Association; and
  - 16.2.5 open questions to the Trustees by the Student Members.
- 16.3 The Association may hold other Student Members' meetings in addition to the annual Student Members' meeting. Such meetings shall be called and held in accordance with the Schedules.
- 16.4 For the avoidance of doubt, any Student Members' meeting held under this Article [16] shall not be a Company Law Meeting of the Association for the purposes of the Companies Acts.

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

#### **17. Company Law Meetings**

- 17.1 The Trustees may call a Company Law Meeting at any time.

- 17.2 Such meetings must be held in accordance with the provisions regarding such meetings in the Companies Acts.
- 17.3 A Company Law Meeting is likely to only be required where the Association wishes to pass a company law resolution (other than by way of written resolution) in accordance with the Articles and/or the Companies Acts, for example a resolution to amend the Association's Articles of Association.

## **WRITTEN RESOLUTIONS**

### **18. Written Resolutions**

- 18.1 Subject to this Article [18], a written resolution agreed by:
- 18.1.1 Company Law Members representing a simple majority; or
- 18.1.2 (in the case of a special resolution) Company Law Members representing not less than 75%;
- of the eligible Company Law Members shall be effective.
- 18.2 On a written resolution each Company Law Member shall have one vote.
- 18.3 A written resolution is not a special resolution unless it stated that it was proposed as a special resolution.

#### ***Circulation***

- 18.4 A copy of the proposed written resolution must be sent to every eligible Company Law Member together with a statement informing the Company Law Member how to signify their agreement and the date by which the resolution must be passed if it is not to lapse.
- 18.5 In relation to a resolution proposed as a written resolution of the Association the eligible Company Law Members are the Company Law Members who would have been entitled to vote on the resolution on the Circulation Date of the resolution.
- 18.6 The required majority of eligible Company Law Members must signify their agreement to the written resolution within a maximum period of 28 days beginning with the Circulation Date.
- 18.7 Communications in relation to written resolutions must be sent to the Association's auditors in accordance with the Companies Acts.

#### ***Signifying agreement***

- 18.8 A Company Law Member signifies their agreement to a proposed written resolution when the Association receives from them (or from someone acting on their behalf) an authenticated document:
- 18.8.1 identifying the resolution to which it relates; and



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

18.9 For the purposes of Article [18.8]:

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

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

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

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

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

**PART 3**  
**TRUSTEES**

***APPOINTMENT AND RETIREMENT OF TRUSTEES***

**19. Appointment of Trustees**

Those persons notified to the Registrar of Companies as the first directors of the Association shall be the first Trustees until and including the Effective Date. On the day immediately following the Effective Date, those persons elected and/or appointed by the Unincorporated Charity as its board of trustees for the academic year 2016/17 shall be the Trustees of the Association and shall be deemed to be the Association's Sabbatical Trustees, Student Trustees and Lay Trustees as appropriate for the purposes of these Articles. Thereafter, the Trustees shall be made up of the following persons:

- 19.1 Sabbatical Trustees, elected in accordance with Article [20];
- 19.2 Student Trustees, appointed in accordance with Article [21]; and
- 19.3 Lay Trustees, appointed in accordance with Article [22].

**20. Sabbatical Trustees and Officers**

- 20.1 Sabbatical Officers shall be elected by secret ballot by the Student Members at an election to be held in accordance with the Schedules. The Sabbatical Officers shall be elected to posts specified in the Schedules.
- 20.2 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.
- 20.3 The Sabbatical Officers shall remain in office for a term of one year commencing in accordance with the Schedules. 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 Student Members at an election to be held in accordance with the Schedules. For the avoidance of doubt, a Sabbatical Officer's terms of office may be either consecutive or non-consecutive.
- 20.4 Each Sabbatical Officer must be a Student or a Sabbatical Officer at the time of their election. In accordance with Article [9], each Sabbatical Officer shall become a Student Member on commencement of their appointment or re-appointment as a Sabbatical Officer. Such Student Membership shall cease when the Sabbatical Officer ceases to be a Sabbatical Officer.
- 20.5 The Sabbatical Officers shall be deemed to be "major union office holders" for the purposes of Section 22 of the Education Act.
- 20.6 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 Association for a

term to be determined by the Schedules. The duties and method of remuneration of each Sabbatical Officer shall be as set out in the Schedules.

## **21. Student Trustees**

Subject to Article 21.1 below, Student Trustees shall be appointed by a simple majority vote of the Appointments Committee provided that the appointment of each Student Trustee is ratified by a two thirds majority vote of the Student Parliament. For the avoidance of doubt, such appointment shall not take effect until it has been ratified by the Student Parliament.

- 21.1 Each Student Trustee must be a Student at the time of their appointment and for the duration of his or her term as a Student Trustee.
- 21.2 Student Trustees shall remain in office for a maximum term of two years commencing in accordance with the Schedules. The term of office may be shorter or longer on a transitional basis to coincide with the alteration of the year start or end.
- 21.3 A Student Trustee may serve a maximum of two consecutive terms.

## **22. Lay Trustees**

- 22.1 Lay Trustees shall be appointed by a simple majority vote of the Appointments Committee provided that the appointment of each Lay Trustee is ratified by a two thirds majority vote of the Student Parliament. For the avoidance of doubt, such appointment shall not take effect until it has been ratified by the Student Parliament.
- 22.2 Lay Trustees shall remain in office for a term of up to four years commencing in accordance with the Schedules.
- 22.3 Lay Trustees may serve for a maximum of two terms which may either be consecutive or non-consecutive.

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

The office of a Trustee shall be vacated on the death of the Trustee or if:

- 23.1 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;
- 23.2 they are disqualified under the Charities and Trustee Investment (Scotland) Act 2005 from acting as a trustee of a charity;
- 23.3 in the case of a Sabbatical Trustee, they cease to be a Sabbatical Officer or resign as an employee of the Association;
- 23.4 in the case of a Student Trustee, they cease to be a Student;
- 23.5 in the case of a Sabbatical Trustee or a Student Trustee, they are removed from Student Membership of the Association in accordance with the Association's code of conduct or disciplinary procedure for Student Members;

- 23.6 they resign by notice in writing to the Association (but only if at least four Trustees will remain in office when the notice of resignation is to take effect);
- 23.7 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;
- 23.8 they fail to attend three consecutive meetings of the Trustees and the Trustees resolve that the Trustee be removed for this reason;
- 23.9 they cease to be a Company Law Member; or
- 23.10 they are removed from office under Articles [24] or [25] or [26].

**24. Removal of Student Trustees or Lay Trustees by the Student Members**

The office of a Student Trustee or a Lay Trustee shall be vacated if:

- 24.1 a motion of no confidence in the Trustee is passed by a simple majority of the Student Members voting in a Referendum, provided that at least 5% of all Student Members cast a vote in the Referendum.
- 24.2 a motion under Article [24.1] shall only be triggered by; a Secure Petition signed or agreed to by at least 200 Student Members; or a motion of no confidence in the Trustee passed by a two thirds majority in a vote of the Student Parliament.

**25. 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 [40].

**26. Removal of Sabbatical Trustees by the Student Members**

- 26.1 The office of a Sabbatical Trustee shall be vacated if the Trustee is removed from office as a Sabbatical Officer by:
  - 26.2.1 a motion of no confidence in the Sabbatical Officer passed by a simple majority of the Student Members voting in a Referendum, provided that at least 5% of Student Members cast a vote in the Referendum.
  - 26.2.2 a motion under Article [26.2.1] shall only be triggered by a Secure Petition signed or agreed to by at least 200 Student Members or; by a motion of no confidence in the Sabbatical Officer being passed by a two thirds majority in a vote of the Student Parliament.

provided that such removal shall be subject to the Association 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.

## **27. Replacement of Trustees**

- 27.1 If a Sabbatical Trustee-elect resigns, is disqualified or is removed from office at any time prior to the commencement of their term of office, the vacancy that results shall be filled in accordance with the Schedules.
- 27.2 If a Sabbatical Trustee resigns, is disqualified or is removed from office after the commencement of their term of office the vacancy shall be filled in accordance with the Schedules. Any person elected under this Article will be required to assume the responsibilities of the Outgoing Sabbatical Trustee.
- 27.3 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 [21].
- 27.4 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 [22].

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

### **28. Trustees' general authority**

- 28.1 The Board of Trustees is responsible for the management and administration of the Association and (subject to the Education Act, these Articles and the Schedules) may exercise all the powers of the Association.
- 28.2 The Board's powers under Article [28.1] shall include but not be limited to responsibility for:
- 28.2.1 the governance of the Association;
  - 28.2.2 the budget of the Association; and
  - 28.2.3 the strategy of the Association.
- 28.3 The Board of Trustees may override any decision or Policy made by the Student Members at a Student Members' meeting or by Referendum or by the Student Parliament which the Trustees consider (in their absolute discretion):
- 28.3.1 has or may have any financial implications for the Association;
  - 28.3.2 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);
  - 28.3.3 is not or may not be in the best interests of the Association or all or any of its charitable objects; or
  - 28.3.4 will or may otherwise affect the discharge of any or all of the responsibilities referred to in Article [28.2].

- 28.4 No alteration of these Articles or the Schedules shall invalidate any prior act of the Trustees which would have been valid if that alteration had not been made.
- 28.5 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:
- 28.5.1 was not properly appointed;
  - 28.5.2 was disqualified from holding office;
  - 28.5.3 had vacated office; or
  - 28.5.4 was not entitled to vote.

## **29. Trustees may delegate**

- 29.1 Subject to the Articles, the Trustees may delegate any of their powers or functions to any committee.
- 29.2 Subject to the Articles, the Trustees may delegate the implementation of their decisions or day to day management of the affairs of the Association to any person or committee.
- 29.3 Any delegation by the Trustees may be:
- 29.3.1 by such means;
  - 29.3.2 to such an extent;
  - 29.3.3 in relation to such matters or territories; and
  - 29.3.4 on such terms and conditions
- as they think fit.
- 29.4 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.
- 29.5 The Trustees may revoke any delegation in whole or part, or alter its terms and conditions.
- 29.6 The Trustees may by power of attorney or otherwise appoint any person to be the agent of the Association for such purposes and on such conditions as they determine.

## **30. Committees**

- 30.1 In the case of delegation to committees:
- 30.1.1 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);

- 30.1.2 subject to Article [30.3], 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;
  - 30.1.3 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;
  - 30.1.4 no committee shall knowingly incur expenditure or liability on behalf of the Association except where authorised by the Trustees or in accordance with a budget which has been approved by the Trustees.
- 30.2 The Trustees must establish the following committees, which is a non-exhaustive list, in accordance with their powers under Articles [29] and [30.1]:
- 30.2.1 Executive Committee (as further described in Article [32]);
  - 30.2.2 Appointments Committee;
- 30.3 For the avoidance of doubt, the Trustees may (in accordance with Articles [29] and [30.1]) 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 payments above a certain amount as set out in the Schedules and provided always that no committee shall incur expenditure on behalf of the Association except in accordance with a budget which has been approved by the Trustees.
- 30.4 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 Schedules.

### **31. Delegation of day-to-day management powers to the Chief Executive**

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

- 31.1 the delegated power shall be to manage the Association 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;
- 31.2 the Trustees shall provide the Chief Executive with a description of their role and the extent of their authority;
- 31.3 the Chief Executive shall report regularly to the Trustees on the activities undertaken in managing the Association and provide them regularly with management accounts which are sufficient to explain the financial position of the Association; and
- 31.4 the Trustees shall provide the Chief Executive with a performance management structure to aid the work plan and development of the Chief Executive.

**32. The Executive Committee**

- 32.1 Unless the Trustees determine otherwise, the Executive Committee shall include:
- 32.1.1 the Sabbatical Officers.
- 32.2 The Executive Committee's responsibility shall not include the duties of the Trustees as set out in Article [28] but shall include representation and campaigning work and the implementation of Policy save in so far as these responsibilities have not been delegated to another committee.
- 32.3 The Chief Executive and the Association's senior management team may attend meetings of the Executive Committee at the request of the Executive Committee.
- 32.4 The Executive Committee shall meet in accordance with the Schedules.

***DECISION-MAKING BY TRUSTEES***

**33. 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 [43] (Majority decisions without a meeting).

**34. Trustees' meetings**

- 34.1 The Trustees must hold a minimum of four meetings in each Academic Year.
- 34.2 Guests or observers can attend meetings of the Trustees at the discretion of the Chair of the Meeting.

**35. Calling a Trustees' meeting**

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

**36. Length of Notice**

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

- 36.1 all the Trustees agree; or
- 36.2 urgent circumstances require shorter notice.

**37. Contents of Notice**

Every notice calling a Trustees' meeting must specify:

- 37.1 the place, day and time of the meeting;
- 37.2 the general particulars of all business to be considered at such meeting; and



37.3 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.

### **38. Service of Notice**

Notice of Trustees' meetings must be given to each Trustee. Notice of Trustees' meeting may be sent by Electronic Means to an address provided by the Trustee for the purpose.

### **39. Participation in Trustees' meetings**

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

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

39.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting (for example via telephone or video conferencing).

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

39.3 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.

### **40. Quorum for Trustees' meetings**

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

40.2 The quorum for Trustees' meetings until and including the Effective Date shall be four. Thereafter, 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 four. Unless otherwise fixed, the quorum shall be four and such quorum must include at least two Sabbatical Trustees. 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 four.

40.3 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 an election so as to enable the Student Members to elect further Trustees.

### **41. Chair and Deputy Chair**

41.1 The President shall be the Chair of the Trustees.

41.2 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.

41.3 The Chair, or in their absence, the Deputy Chair shall preside as Chair of the Meeting. In the absence of the Chair and the Deputy Chair, another Trustee appointed by the Trustees present shall preside as Chair of the Meeting.

#### **42. Casting vote**

42.1 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.

42.2 Article [42.1] 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.

#### **43. Majority decisions without a meeting**

43.1 The Trustees may, in the circumstances outlined in this Article, make a two thirds majority decision without holding a Trustees' meeting.

43.2 If:

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

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

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

43.2.4 a two thirds 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.

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

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

43.3.2 may communicate with each other by any means.

43.4 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 [40].

43.5 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.

**44. Conflicts of interest**

*Declaration of interests*

44.1 Unless Article [44.2] applies, a Trustee must declare the nature and extent of:

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

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

44.2 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*

44.3 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 Association, 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.

44.4 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 Association, they may participate in the decision-making process and may be counted in the quorum and vote unless:

44.4.1 the decision could result in the Trustee or any person who is Connected with the Trustee receiving a benefit other than:

- (a) any benefit received in their capacity as a beneficiary of the Association (as permitted under Article [4.4.1]) and which is available generally to the beneficiaries of the Association;
- (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 [55]; and
- (d) reimbursement of expenses in accordance with Article [4.4.2]; or

44.4.2 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 [44.5].

44.5 If a Trustee with a conflict of interest or conflict of duties is required to comply with this Article [44.5], they must:

44.5.1 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;

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

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

***Continuing duties to the Association***

44.6 Where a Trustee or a person who is Connected with them 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:

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

44.6.2 the Trustee shall not be accountable to the Association for any benefit expressly permitted under these Articles which they or any person who is Connected with them derives from any matter or from any office, employment or position.

**45. Register of Trustees' interests**

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

## **PART 4**

### **STUDENT PARLIAMENT**

#### **46. Student Parliament**

46.1 The Student Parliament shall have the authority to:

46.1.1 represent the voice of the Students;

46.1.2 subject to Article [28.3], set the Policy of the Association and refer Policy to a Referendum of the Student Members or to the Student Members at a Student Members' meeting (in accordance with the Schedules);

46.1.3 make, repeal and amend the Schedules jointly with the Trustees in accordance with Article [47];

46.1.4 receive a quarterly report from the Trustees; and

46.1.5 appoint associate members in accordance with Article [13] and the Schedules.

46.2 The composition and proceedings of the Student Parliament shall be set out in the Schedules. No Student Member may hold more than one seat on the Student Parliament at any one time.

## PART 5

### ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS PROVISIONS

#### 47. Schedules

The Trustees and the Student Parliament shall have the power from time to time to jointly make, repeal or amend Schedules as to the management of the Association and its working practices provided that such Schedules shall not be inconsistent with these Articles.

#### 48. Communications by and to the Association

##### *Methods of communication*

48.1 Subject to the Articles and the Companies Acts, any document or information (including any notice, report or accounts) sent or supplied by the Association 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 Association, including without limitation:

48.1.1 in Hard Copy Form;

48.1.2 in Electronic Form; or

48.1.3 by making it available on a website.

48.2 Where a document or information which is required or authorised to be sent or supplied by the Association 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.

48.3 Where a document or information which is required or authorised to be sent or supplied by the Association under the Companies Acts is sent or supplied by making it available on a website, the Association must notify the recipient that the document or information is available on the website in accordance with the Companies Acts.

48.4 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*

48.5 A Company Law Member present in person or by proxy at a meeting of the Association shall be deemed to have received notice of the meeting and the purposes for which it was called.

- 48.6 Where any document or information is sent or supplied by the Association to the Company Law Members:
- 48.6.1 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;
  - 48.6.2 where it is sent or supplied by Electronic Means, it is deemed to have been received on the same day that it was sent;
  - 48.6.3 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.
- 48.7 Subject to the Companies Acts, a Trustee or any other person (other than in their capacity as a Company Law Member) may agree with the Association 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***

- 48.8 Where any document or information has been sent or supplied by the Association by Electronic Means and the Association receives notice that the message is undeliverable:
- 48.8.1 if the document or information has been sent to a Company Law Member or Trustee and is notice of a Company Law Meeting of the Association, the Association is under no obligation to send a Hard Copy of the document or information to the Company Law Member's or Trustee's postal address as shown in the Association's register of Company Law Members or Trustees, but may in its discretion choose to do so;
  - 48.8.2 in all other cases, the Association shall send a Hard Copy of the document or information to the Company Law Member's postal address as shown in the Association's register of Company Law Members (if any), or in the case of a recipient who is not a Company Law Member, to the last known postal address for that person (if any); and
  - 48.8.3 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***

- 48.9 Copies of the Association's annual accounts and reports need not be sent to a person for whom the Association does not have a current address.
- 48.10 Notices of Company Law Meetings need not be sent to a Company Law Member who does not register an address with the Association, or who registers only a postal

address outside the United Kingdom, or to a Company Law Member for whom the Association does not have a current address.

#### ***Communications to the Association***

- 48.11 The provisions of the Companies Acts shall apply to communications to the Association.

#### ***Communications with Student Members***

- 48.12 Notwithstanding anything in this Article [48], the Association may send or supply any document or information to Student Members (whether under the Articles or otherwise) in such manner as the Association thinks fit. In particular (but without limitation) if the Association is aware of a Student Member's email address, the Association may communicate with the Student Member using that address, and the Association may communicate with Student Members via website.
- 48.13 Further provisions governing the Association's communications with its Student Members may be set out in the Schedules.

### **49. Secretary**

- 49.1 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:
- 49.1.1 anything authorised or required to be given or sent to, or served on, the Association by being sent to its Secretary may be given or sent to, or served on, the Association itself, and if addressed to the Secretary shall be treated as addressed to the Association; and
- 49.1.2 anything else required or authorised to be done by or to the Secretary of the Association may be done by or to a Trustee, or a person authorised generally or specifically in that behalf by the Trustees.

### **50. Minutes**

- 50.1 The Trustees shall cause minutes to be made in books kept for the purpose:
- 50.1.1 of all appointments of officers made by the Trustees;
- 50.1.2 of all resolutions of the Association and of the Trustees (including, without limitation, decisions of the Trustees made without a meeting); and
- 50.1.3 of all proceedings at meetings of the Association 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 Association, be sufficient evidence of the proceedings.



- 50.2 The minutes referred to in Article [50.1] above must be kept for at least ten years from the date of the meeting, resolution or decision.
- 50.3 The minutes of the meetings referred to in Article [50.1] above shall normally be considered open and shall be available to the Student Members on the Association'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 Association's offices.

## **51. Records and accounts**

- 51.1 The Trustees shall comply with the requirements of the Companies Acts and of the Charities and Trustee Investment (Scotland) Act 2005 as to maintaining a Company Law Members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Office of the Scottish Charity Regulator (OSCR) of:

51.1.1 annual reports;

51.1.2 annual returns; and

51.1.3 annual statements of account.

- 51.2 The Student Members have the right to ask the Trustees questions in writing about the content of any documents referred to in Article [51.1].

## **52. 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.

## **53. Patrons**

The Trustees may appoint and remove any individual(s) as patron(s) of the Association 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 Student Members' meeting as if a Student Member and shall also have the right to receive accounts of the Association when available to Student Members.

## **54. Exclusion of model articles**

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

## ***TRUSTEES' INDEMNITY***

## **55. Indemnity**

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

### ***DEFINITIONS AND INTERPRETATION***

#### **56. Defined terms**

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

<b>Term</b>	<b>Meaning</b>
56.1.1 “ <b>Academic Year</b> ”	the period between 1 <sup>st</sup> August in one year to 31 <sup>st</sup> July in the next year determined by the Association as the period during which Students are required to be registered with the University of Strathclyde. Each Academic Year is for the time being divided into two semesters;
56.1.2 “ <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;
56.1.3 “ <b>Appointments Committee</b> ”	the committee set up in accordance with the Schedules that will include the President, the Chief Executive, two Sabbatical Trustees, two members of Student Parliament and a person nominated by the University of Strathclyde;
56.1.4 “ <b>Articles</b> ”	these articles of association of the Association;
56.1.5 “ <b>Association</b> ”	University of Strathclyde Students’ Association;
56.1.6 “ <b>Board of Trustees</b> ” or “ <b>Board</b> ”	the board of Trustees of the Association;
56.1.7 “ <b>Chair</b> ”	the chair of the Board of Trustees, who shall be the President in accordance with Article [41.1];
56.1.8 “ <b>Chair of the Meeting</b> ”	in the case of Trustees’ meetings means the person chairing the meeting in accordance with Article [41];
56.1.9 “ <b>Chief Executive</b> ”	the Chief Executive of the Association who is appointed by the Board of Trustees;

56.1.10“ <b>Circulation Date</b> ”	in relation to a written resolution, has the meaning given to it in the Companies Acts;
56.1.11“ <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;
56.1.12“ <b>Code of Practice</b> ”	the code of practice relating to the University of Strathclyde’s obligations under Section 22 of the Education Act;
56.1.13“ <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 Association;
56.1.14“ <b>Company Law Meeting</b> ”	a general meeting of the Company Law Members for the purposes of the Companies Acts;
56.1.15“ <b>Company Law Members</b> ”	members of the Association for the purposes of the Companies Acts, as defined in Article [11];
56.1.16“ <b>Connected</b> ”	in relation to a Trustee means any person falling within any of the following categories: (a) any spouse, civil partner, cohabitee, parent, child, brother, sister, grandparent or grandchild of a Trustee; or (b) the spouse of any person in (a); or (c) any institution controlled a Trustee, a person or body connected to a Trustee, or two or more such people (where a person is in control if they are able to secure that the affairs of the institution are conducted in accordance with their wishes); or (d) a body corporate in which a substantial interest is held by a Trustee, a person or body connected to a Trustee, or two or more such people (where a substantial interest comprises over 20% of the share capital or over 20% of the voting power at a general meeting);
56.1.17“ <b>Deputy Chair</b> ”	the deputy chair of the Board of Trustees, who shall be appointed in accordance with Article [41.2];
56.1.18“ <b>document</b> ”	includes summons, notice, order or other legal process and includes, unless otherwise specified, any document sent or supplied in Electronic Form;
56.1.19“ <b>Education Act</b> ”	the Education Act 1994;

56.1.20 <b>“Effective Date”</b>	the date on which the undertaking previously carried on by the Unincorporated Charity is transferred to the association;
56.1.21 <b>“Electronic Form” and “Electronic Means”</b>	have the meanings respectively given to them in Section 1168 of the Companies Act 2006;
56.1.22 <b>“the Executive Committee”</b>	the committee including the Sabbatical Officers as further described in Article [32];
56.1.23 <b>“Financial Expert”</b>	an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;
56.1.24 <b>“Hard Copy” and “Hard Copy Form”</b>	have the meanings respectively given to them in the Companies Act 2006;
56.1.25 <b>“Lay Trustee”</b>	a Trustee appointed in accordance with Article [22.1] or Article [27.4] who for the avoidance of doubt shall not be deemed to be either a major association office holder or a sabbatical association office holder for the purposes of Section 22 of the Education Act;
56.1.26 <b>“Members”</b>	the Student Members and the Company Law Members;
56.1.27 <b>“Policy”</b>	representative and campaigning policy set by a Referendum or by the Student Parliament in accordance with Article [15] and Article [46] respectively or by the Student Members at a Student Members’ meeting;
56.1.28 <b>“President”</b>	the President of the Association is one of the Sabbatical Trustees, as elected by the Student Members in accordance with the Schedules;
56.1.29 <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 Association is registered;
56.1.30 <b>“RAG”</b>	the raise and give society which develops students by providing them with an opportunity to raise funds for charitable causes;
56.1.31 <b>“Referendum”</b>	a ballot in which all Student Members are entitled to cast a vote, the protocol for which shall be set out in the Schedules;

- 56.1.32“**Sabbatical Officers**” the individuals elected in accordance with Article [20] or Article [27], each of whom is a “major union office holder” for the purposes of section 22 of the Education Act, and a Sabbatical Trustee;
- 56.1.33“**Sabbatical Trustee**” a Trustee, and Sabbatical Officer, elected in accordance with Article [20] or Article [27] who is a “major union office holder” for the purposes of section 22 of the Education Act;
- 56.1.34“**Schedules**” the schedules setting out the working practices of the Association made from time to time in accordance with Article [47];
- 56.1.35“**Secure Petition**” a written request to the Association which shall be fixed in a pre-arranged place or places or held securely on-line;
- 56.1.36“**Student**” any individual who is formally registered for an approved programme of study provided by the University of Strathclyde. For the avoidance of doubt, the University of Strathclyde shall determine whether or not an individual has Student status;
- 56.1.37“**Student Members**” student members of the Association being Students at the University of Strathclyde as further defined in Article [9.1.1] and the Sabbatical Officers;
- 56.1.38“**Student Parliament**” the Student body elected by and from Students constituted in accordance with these Articles and the Schedules of the Association;
- 56.1.39“**Student Trustee**” a Trustee elected/appointed in accordance with Article [21] or Article [27.3] 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;
- 56.1.40“**Subsidiary Company**” any company in which the Association 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;
- 56.1.41“**The University of Strathclyde**” The University of Strathclyde, incorporated by Royal Charter on 21<sup>st</sup> August 1964;
- 56.1.42“**Trustees**” the directors of the Association as defined in

- Article [19];
- 56.1.43“**Unincorporated Charity**” the unincorporated charity known as University of Strathclyde Students’ Association; and
- 56.1.44“**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.
- 56.2 Words importing the singular shall include the plural and vice versa and words importing the masculine shall include the feminine and vice versa.
- 56.3 Subject to Article [56.4], 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.
- 56.4 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 Association.