

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.

KEY CONSTITUTIONAL PROVISIONS

1. Definitions and Interpretation

1.1 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.

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

Term	Meaning
“Academic Year”	the period between 1 st August in one year to 31 st 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;
“address”	includes a postal or physical address and a phone number or address used for the purpose of sending or receiving documents by Electronic Means;
“Appointments Committee”	the committee set up by the Board of Trustees in accordance with the Schedules to consider appointments of Student Trustees and Lay Trustees, and where appropriate make recommendations;
“Articles”	these articles of association of the Association;
“Association”	University of Strathclyde Students’ Association;
“Board of Trustees” or “Board”	the board of Trustees of the Association;
“Chair”	the chair of the Board of Trustees, who shall be appointed in accordance with Article 39.1;
“Chair of the Meeting”	in the case of Trustees’ meetings means the person chairing the meeting in accordance with Article 39;
“Chief Executive”	the Chief Executive of the Association who is appointed by the Board of Trustees;
“Circulation Date”	in relation to a written resolution, has the meaning given to it in the Companies Acts;
“clear days”	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;

“Code of Practice”	the code of practice relating to the University of Strathclyde’s obligations under Section 22 of the Education Act;
“Companies Acts”	the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Association;
“Company Law Meeting”	a general meeting of the Company Law Members for the purposes of the Companies Acts;
“Company Law Members”	members of the Association for the purposes of the Companies Acts, as defined in Article 11;
“Connected”	in relation to a Trustee means any person falling within any of the following categories: (a) any spouse, civil partner, cohabitee, parent, child (including stepchild or adopted 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); or (e) any Scottish partnership in which one or more partner is a Trustee or any person in (a) or (b);
“Deputy Chair”	the deputy chair of the Board of Trustees, who shall be appointed in accordance with Article 39.2;
“document”	includes summons, notice, order or other legal process and includes, unless otherwise specified, any document sent or supplied in Electronic Form;
“Education Act”	the Education Act 1994;
“Effective Date”	31 August 2017, being the date on which the undertaking previously carried on by the Unincorporated Charity was transferred to the Association;
“Electronic Form” and “Electronic Means”	have the meanings respectively given to them in Section 1168 of the Companies Act 2006;

“the Executive Committee”	the committee further described in Article 30;
“Financial Expert”	an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;
“Hard Copy” and “Hard Copy Form”	have the meanings respectively given to them in the Companies Act 2006;
“Lay Trustee”	a Trustee appointed in accordance with Article 22 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;
“Members”	the Student Members and the Company Law Members;
“OSCR”	the Office of the Scottish Charity Regulator, established under the Charities and Trustee Investment (Scotland) Act 2005;
“Policy”	representative and campaigning policy set by a Referendum or by the Student Parliament in accordance with Article 15 and Article 44 respectively or by the Student Members at a Student Members’ meeting;
“Public Holiday”	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;
“Referendum”	a ballot in which all Student Members are entitled to cast a vote, the protocol for which shall be set out in the Schedules;
“Sabbatical Trustee”	a Trustee elected in accordance with Article 20 who is a “major union office holder” for the purposes of section 22 of the Education Act;
“Schedules”	the schedules setting out the working practices of the Association made from time to time in accordance with Article 45;
“Secure Petition”	a written request to the Association which shall be fixed in a pre-arranged place or places or held securely on-line;
“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;

“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 Trustees;
“Student Parliament”	the Student body elected by and from Students constituted in accordance with these Articles and the Schedules of the Association;
“Student Trustee”	a Trustee appointed in accordance with Article 21 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;
“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;
“The University of Strathclyde”	The court of the University of Strathclyde, incorporated by Royal Charter on 21 st August 1964;
“Trustees”	the directors of the Association as defined in Article 19;
“Unincorporated Charity”	the earlier, unincorporated charity known as University of Strathclyde Students’ Association; and
“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.

1.3 Words importing the singular shall include the plural and vice versa and words importing the masculine shall include the feminine and vice versa.

1.4 Subject to Article 1.5, 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.

1.5 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.

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 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 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 where it is in the best interest of the Association and permitted any statutory or regulatory provisions relating to such payments, agree the terms of any ex-gratia payment to any employee or former employee outwith that person's terms and conditions of employment; 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 42 (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 42 (Conflicts of interest) must be followed by the relevant Trustee in relation to any decisions regarding such person;
 - (e) immediately after entering into an agreement to remunerate a Trustee or a person Connected to a Trustee, less than half the Trustees are remunerated in terms of this provision (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 52; 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 52;

provided that where benefits are conferred under Article 4.4, Article 42 (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 or a person who is Connected with a Trustee may only receive the benefits from any Subsidiary Company if that benefit is (a) permitted by, and made in

accordance with, the constitution of the relevant Subsidiary Company and (b) otherwise permitted by the Association's internal policies in respect of payments and benefits.

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 review the provisions of these Articles at intervals of not more than five years (as required by the Education Act).

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 in a Referendum approving the Proposal or the revised Proposal (as the case may be) and otherwise in accordance with Articles 15.2 and 15.3 and subject to Article 26.3;
- 7.2.5 A special resolution of the Company Law Members making the amendments to the Articles that have been approved in accordance with Article 7.2.4.; and
- 7.2.6 The approval of the University of Strathclyde (as required by the Education Act).

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 Trustees.

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 Trustee;

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 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 establish, through amendment of the Schedules under Article 45, 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.

REFERENDA

15. Referenda

15.1 A Referendum may be called on any issue by:

15.1.1 a resolution of the Trustees; or

15.1.2 a majority vote of the Student Parliament; or

15.1.3 a Secure Petition signed or agreed to by at least 100 Student Members.

- 15.2 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. A referendum on a motion of no confidence does not require a minimum number of votes of Student Members.
- 15.3 Referenda shall be conducted in accordance with these Articles and the Schedules. All Referenda are subject to Article 26.3.
- 15.4 Subject to Article 26.3, the Student Members may set Policy by Referenda. Policy set by Referenda 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 Article 16.4 and 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, and appointing or re-appointing the auditors;
 - 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 Article 16.4 and the Schedules.
- 16.4 Any Student Members' meeting shall require a quorum of 100 Student Members. If a quorum is not present within 30 minutes of the published time of the meeting, then the meeting will be adjourned to a time, date and place decided by the Trustees and the quorum of the adjourned meeting shall be 100 Student Members, or such other quorum for an adjourned meeting as provided for in the Schedules.
- 16.5 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).

TRUSTEES

APPOINTMENT AND RETIREMENT OF TRUSTEES

19. Appointment of Trustees

The Board of Trustees shall be made up of the following persons:

- 19.1 up to 6 Sabbatical Trustees, elected in accordance with Article 20;
- 19.2 up to 5 Student Trustees, appointed in accordance with Article 21; and
- 19.3 up to 5 Lay Trustees, appointed in accordance with Article 22.

20. Sabbatical Trustees

- 20.1 Sabbatical Trustees shall be elected by secret ballot of the Student Members at an election to be held in accordance with the Schedules.
- 20.2 The Sabbatical Trustees 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 Trustee 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 Trustee's terms of office may be either consecutive or non-consecutive.
- 20.3 Each Sabbatical Trustee must be a Student or a Sabbatical Trustee at the time of their election. In accordance with Article 9, each Sabbatical Trustee shall become a Student Member on commencement of their appointment or re-appointment as a Sabbatical Trustee.
- 20.4 The Sabbatical Trustees shall be deemed to be "major union office holders" for the purposes of Section 22 of the Education Act.
- 20.5 A Sabbatical Trustee-elect will enter into a contract of employment with the Association for a term to be determined by the Schedules; that contract of employment may overlap by a transitional period with an outgoing Sabbatical Trustee and the Sabbatical Trustee-elect will then commence the office of Sabbatical Trustee when any outgoing Sabbatical Trustees' office comes to an end. The duties and method of remuneration of each Sabbatical Trustee shall be as set out in the Schedules.
- 20.6 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 as a Sabbatical Trustee, the vacancy that results shall be filled in accordance with the Schedules.
- 20.7 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.

21. Student Trustees

- 21.1 Subject to Article 21.2 below, Student Trustees shall be appointed by a simple majority vote of the Appointments Committee on a date of appointment identified by the Appointments Committee (“the Appointment Date”) provided that the appointment of each Student Trustee is ratified by a majority vote of the Student Parliament, as follows:
- 21.1.1 such appointment shall take effect on the Appointment Date, pending ratification (if that remains outstanding);
 - 21.1.2 the Student Parliament will consider ratification of the appointment as soon as possible after the Appointment Date;
 - 21.1.3 if Student Parliament ratifies an appointment, no further action is required; and
 - 21.1.4 if Student Parliament does not ratify an appointment that will trigger a motion of no confidence in the Student Trustee not so ratified, and Article 24.1.1 will apply.
- 21.2 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.
- 21.3 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.
- 21.4 A Student Trustee may serve a maximum of two terms which may either be consecutive or non-consecutive.
- 21.5 If a Student Trustee resigns, is disqualified or is removed from office, a Student Trustee shall be appointed to the vacancy in accordance with this Article 21.

22. Lay Trustees

- 22.1 On the day immediately following the Effective Date, those persons appointed by the Unincorporated Charity as Lay Trustees for the academic year 2016/17 shall be Lay Trustees of the Association for the purposes of these Articles. Thereafter, Lay Trustees shall be appointed by a simple majority vote of the Appointments Committee on a date of appointment identified by the Appointments Committee (“the Appointment Date”) provided that the appointment of each Lay Trustee is ratified by a majority vote of the Student Parliament, as follows:
- 22.1.1 such appointment shall take effect on the Appointment Date, pending ratification (if that remains outstanding);
 - 22.1.2 the Student Parliament will consider ratification of the appointment as soon as possible after the Appointment Date;
 - 22.1.3 if Student Parliament ratifies an appointment, no further action is required; and
 - 22.1.4 if Student Parliament does not ratify an appointment that will trigger a motion of no confidence in the Lay Trustee not so ratified, and Article 24.1.1 will apply.

- 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.
- 22.4 If a Lay Trustee resigns, is disqualified or is removed from office, a Lay Trustee shall be appointed to the vacancy in accordance with this Article 22.

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 Trustee 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 Article 24 or 25.

24. Removal of Trustees by the Student Members

24.1 The office of a Trustee shall be vacated (subject to the proviso herein) if:

- 24.1.1 a motion of no confidence in the Trustee is triggered by either: (a) failure to ratify the Trustee's appointment under Article 21.1.4 or Article 22.1.4; or (b) a Secure Petition signed or agreed to by at least 100 Student Members; or (c) a motion of no confidence in the Trustee passed by a majority in a vote of the Student Parliament; and

24.1.2 the said motion of no confidence in the Trustee is then passed by a Referendum all in accordance with Articles 15.2 and 15.3;

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

25. Removal of Trustees by the Board

The office of a Trustee shall be vacated if a resolution of no confidence in the Trustee is passed by the Trustees, provided that, in the case of a Sabbatical Trustee, such removal shall be subject to the Association having first carried out any steps it is required to take under the Sabbatical Trustee's contract of employment and/or the applicable disciplinary procedure and otherwise in accordance with employment law. 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 38.

TRUSTEES' POWERS AND RESPONSIBILITIES

26. Trustees' general authority

26.1 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.

26.2 The Board's powers under Article 26.1 shall include but not be limited to responsibility for:

26.2.1 the governance of the Association;

26.2.2 the budget of the Association; and

26.2.3 the strategy of the Association.

26.3 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):

26.3.1 has or may have any financial implications for the Association;

26.3.2 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);

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

26.3.4 will or may otherwise affect the discharge of any or all of the responsibilities referred to in Article 26.2.

26.4 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.

26.5 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:

26.5.1 was not properly appointed;

26.5.2 was disqualified from holding office;

26.5.3 had vacated office; or

26.5.4 was not entitled to vote.

27. Trustees may delegate

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

27.2 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.

27.3 Any delegation by the Trustees may be:

27.3.1 by such means;

27.3.2 to such an extent;

27.3.3 in relation to such matters or territories; and

27.3.4 on such terms and conditions

as they think fit.

27.4 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.

27.5 The Trustees may revoke any delegation in whole or part, or alter its terms and conditions.

27.6 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.

28. Committees

28.1 In the case of delegation to committees:

28.1.1 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);

- 28.1.2 subject to Article 28.3, 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;
- 28.1.3 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;
- 28.1.4 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.
- 28.2 The Trustees must establish the following committees, which is a non-exhaustive list, in accordance with their powers under Articles 27 and 28.1:
- 28.2.1 Executive Committee (as further described in Article 30);
- 28.2.2 Appointments Committee;
- 28.3 For the avoidance of doubt, the Trustees may (in accordance with Articles 27 and 28.1) delegate financial matters to any committee provided that such committee shall include at least two Trustees. 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 two Trustees 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.
- 28.4 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.

29. 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:

- 29.1 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;
- 29.2 the Trustees shall provide the Chief Executive with a description of their role and the extent of their authority;
- 29.3 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
- 29.4 the Trustees shall provide the Chief Executive with a performance management structure to aid the work plan and development of the Chief Executive.

30. The Executive Committee

Unless the Trustees determine otherwise, the Executive Committee shall include the Sabbatical Trustees and any other persons as required by the Schedules. The Executive Committee shall meet in accordance with the Schedules.

DECISION-MAKING BY TRUSTEES

31. 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 41 (decisions without a meeting).

32. Trustees' meetings

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

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

33. Calling a Trustees' meeting

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

34. Length of Notice

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

34.1 all the Trustees agree; or

34.2 urgent circumstances require shorter notice.

35. Contents of Notice

Every notice calling a Trustees' meeting must specify:

35.1 the place, day and time of the meeting;

35.2 the general particulars of all business to be considered at such meeting; and

35.3 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.

36. 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.

37. Participation in Trustees' meetings

- 37.1 Subject to the Articles, Trustees participate in a Trustees' meeting, or part of a Trustees' meeting, when:
- 37.1.1 the meeting has been called and takes place in accordance with the Articles; and
 - 37.1.2 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).
- 37.2 In determining whether Trustees are participating in a Trustees' meeting, it is irrelevant where any Trustee is or how they communicate with each other.
- 37.3 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.

38. Quorum for Trustees' meetings

- 38.1 At a Trustees' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 38.2 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 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.
- 38.3 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.

39. Chair and Deputy Chair

- 39.1 The Sabbatical Trustee who holds the office of President, as set out in the Schedules, shall be the Chair of the Trustees.
- 39.2 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.
- 39.3 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.

40. Casting vote

- 40.1 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.

40.2 Article 40.1 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.

41. Decisions without a meeting

41.1 The Trustees may, in circumstances where a meeting cannot be convened to address an urgent matter, make a decision without holding a Trustees' meeting subject to obtaining a two thirds majority in favour of the decision, following the procedure and requirements for such a decision without a meeting, as set out in more detail in the Schedules.

42. Conflicts of interest

Declaration of interests

42.1 A Trustee must declare the nature and extent of:

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

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

Participation in decision-making

42.2 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 must:

42.2.1 not participate in the decision-making process; and

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

42.2.3 withdraw during any vote and have no vote on the matter.

Continuing duties to the Association

42.3 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:

42.3.1 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

42.3.2 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.

43. Register of Trustees' interests

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

STUDENTPARLIAMENT

44. Student Parliament

- 44.1 The Student Parliament shall have the authority to:
- 44.1.1 represent the voice of the Students;
 - 44.1.2 subject to Article 26.3, 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);
 - 44.1.3 make, repeal and amend the Schedules jointly with the Trustees in accordance with Article 45;
 - 44.1.4 receive reports from the Trustees; and
 - 44.1.5 establish associate membership in accordance with Article 13.
- 44.2 The role, 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.

ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS PROVISIONS

45. Schedules

- 45.1 The Schedules may be made, repealed or amended by the Trustees and / or the Student Parliament as follows:
- 45.1.1 The Trustees shall circulate to the Student Parliament, or the Student Parliament shall circulate to the Trustees, a proposal to amend the Schedules together with a timetable for consideration of the same (“Proposals”);
- 45.1.2 For the period of time set out in the Proposals, the Student Parliament, or the Trustees, may submit amendments to the Proposals and each will hold a meeting to fully discuss both the Proposals and any amendments made to or by either;
- 45.1.3 At the end of that period, the Trustees shall resolve to approve either the Proposals or revised Proposals incorporating those amendments submitted or received in accordance with Article 45.1.2 which the Trustees in their absolute discretion have accepted or rejected, as appropriate.
- 45.2 If, at any time, any provision of the Schedules is found to be inconsistent with these Articles, then these Articles will take precedence over the Schedules.

46. Communications by and to the Association

Methods of communication

- 46.1 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:
- 46.1.1 in Hard Copy Form;
- 46.1.2 in Electronic Form; or
- 46.1.3 by making it available on a website.
- 46.2 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.
- 46.3 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.

- 46.4 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

- 46.5 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.
- 46.6 Where any document or information is sent or supplied by the Association to the Company Law Members:
- 46.6.1 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;
- 46.6.2 where it is sent or supplied by Electronic Means, it is deemed to have been received on the same day that it was sent;
- 46.6.3 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.
- 46.7 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

- 46.8 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:
- 46.8.1 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;
- 46.8.2 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

46.8.3 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

46.9 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.

46.10 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

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

Communications with Student Members

46.12 Notwithstanding anything in this Article 46, 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 a website.

46.13 Further provisions governing the Association's communications with its Student Members may be set out in the Schedules.

47. Secretary

47.1 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:

47.1.1 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

47.1.2 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.

48. Minutes

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

48.1.1 of all appointments of officers made by the Trustees;

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

48.1.3 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.

48.2 The minutes referred to in Article 48.1 above must be kept for at least ten years from the date of the meeting, resolution or decision.

48.3 The minutes of the meetings referred to in Article 48.1 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.

49. Records and accounts

49.1 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 OSCR of:

49.1.1 annual reports;

49.1.2 annual returns; and

49.1.3 annual statements of account.

50. 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.

51. Exclusion of model articles

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

TRUSTEES' INDEMNITY

52. 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.