

The Companies Act 2006

Company Limited by Guarantee and not Having a Share Capital

**Memorandum
and
Articles of Association
of
Chester Students' Union
Adopted on 23/3/17**

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BACKGROUND

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

DEFINITIONS AND INTERPRETATION

1. The meanings of any defined terms used in these Articles are set out in 63. If any dispute arises in relation to the interpretation of these Articles or any of the Bye-Laws, it shall be resolved by the Board of Trustees.
2. **Name**
 - 2.1. The name of the company is Chester Students' Union. In these Articles it is called "the Union".
3. **Registered office**
 - 3.1. The registered office of the Union is situated in England and Wales.
4. **Objects**
 - 4.1. The Objects of the Union ("Objects") are the advancement of education of Students at University of Chester for the public benefit by:
 - 4.1.1. promoting the interests and welfare of Students at University of Chester during their course of study and representing, supporting and advising Students;
 - 4.1.2. being the recognised representative channel between Students and University of Chester and any other external bodies; and

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

5. Powers

5.1. To further its Objects, but not to further any other purpose, the Union may:

- 5.1.1. provide services and facilities for Members;
- 5.1.2. establish, support, promote and operate a network of student activities for Members;
- 5.1.3. support any RAG or similar fundraising activities carried out by its Members for charitable causes, including the provision of administrative support, banking facilities and acting as a holding trustee of any funds raised;
- 5.1.4. alone or with other organisations:
 - 5.1.4.1. carry out campaigning activities;
 - 5.1.4.2. seek to influence public opinion; and
 - 5.1.4.3. make representations to and seek to influence governmental and other bodies and institutions
 - 5.1.4.4. regarding the reform, development and implementation of appropriate policies, legislation and regulations, provided that all such activities shall be confined to the activities which an English and Welsh charity may properly undertake and provided that the Union complies with the Education Act and any guidance published by the Charity Commission;
- 5.1.5. write, make, commission, print, publish or distribute materials or information or assist in these activities;
- 5.1.6. promote, initiate, develop or carry out education and training and arrange, provide or assist with exhibitions, lectures, meetings, seminars, displays or classes;
- 5.1.7. promote, encourage, carry out or commission research, surveys, studies or other work and publish the useful results;
- 5.1.8. provide or appoint others to provide advice, guidance, representation and advocacy;
- 5.1.9. co-operate with other charities and bodies and exchange information and advice with them;
- 5.1.10. become a member, affiliate or associate of other charities and bodies;
- 5.1.11. support, set up or amalgamate with other charities with objects identical or similar to the Union's Objects, and act as or appoint trustees, agents, nominees or delegates to control and manage such charities;
- 5.1.12. purchase or acquire all or any of the property, assets, liabilities and engagements of any charity with objects similar to the Union's Objects;
- 5.1.13. pay out of the funds of the Union the costs of forming and registering the Union;

- 5.1.14. raise funds and invite and receive contributions from any person provided that the Union shall not carry out any taxable trading activities in raising funds;
- 5.1.15. borrow and raise money on such terms and security as the Union may think suitable including for the purposes of investment or of raising funds (but only in accordance with the restrictions imposed by the Charities Act 1993);
- 5.1.16. purchase, lease, hire or receive property of any kind including land, buildings and equipment and maintain and equip it for use;
- 5.1.17. sell, manage, lease, mortgage, exchange, dispose of or deal with all or any of its property (but only in accordance with the restrictions imposed by the Charities Act 1993);
- 5.1.18. make grants or loans of money and give guarantees;
- 5.1.19. set aside funds for special purposes or as reserves against future expenditure;
- 5.1.20. invest and deal with the Union's money not immediately required for its Objects in or upon any investments, securities, or property;
- 5.1.21. delegate the management of investments to an appropriately experienced and qualified financial expert ("Financial Expert") provided that:
 - 5.1.21.1. the investment policy is set down in writing for the Financial Expert by the Trustees;
 - 5.1.21.2. every transaction is reported promptly to the Trustees;
 - 5.1.21.3. the performance of the investments is reviewed regularly by the Trustees;
 - 5.1.21.4. the Trustees are entitled to cancel the delegation at any time;
 - 5.1.21.5. the investment policy and the delegation arrangements are reviewed at least once a year by the Trustee Board;
 - 5.1.21.6. all payments due to the Financial Expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt; and
 - 5.1.21.7. the Financial Expert may not do anything beyond the powers of the Trustees;
- 5.1.22. arrange for investments or other property of the Union to be held in the name of a nominee (being a company or a limited liability partnership registered or having an established place of business in England and Wales) under the control of the Trustees or a financial expert acting under their instructions and to pay any reasonable fee required;
- 5.1.23. 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;

- 5.1.24. open and operate banking accounts and other facilities for banking and draw, accept, endorse, negotiate, discount, issue or execute negotiable instruments such as promissory notes or bills of exchange;
- 5.1.25. 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;
- 5.1.26. establish or acquire subsidiary companies to carry on any trade;
- 5.1.27. subject to Article 6 (Limitation on private benefits), employ and pay employees and professionals or other advisors;
- 5.1.28. grant pensions and retirement benefits to employees of the Union and to their dependants and subscribe to funds or schemes for providing pensions and retirement benefits for employees of the Union and their dependants;
- 5.1.29. pay out of the funds of the Union 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 Union, including without limitation any liability to make a contribution to the Union's assets as specified in section 214 of the Insolvency Act 1986 (wrongful trading), provided that no such insurance shall extend to:
 - 5.1.29.1. 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);
 - 5.1.29.2. 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;
 - 5.1.29.3. any liability incurred by the Trustees to the Union 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 Union or in the case of which they did not care whether it was in the best interests of the Union or not; or
 - 5.1.29.4. in relation to any liability to make a contribution to the Union'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 his or her knowledge prior to the insolvent liquidation of the Union (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Union would avoid going into insolvent liquidation; and
- 5.1.30. do all such other lawful things as shall further the Union's Objects.

6. Limitation on private benefits

- 6.1. The income and property of the Union shall be applied solely towards the promotion of its Objects;
- 6.2. Except as provided below no part of the income and property of the Union may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any Member of the Union. This shall not prevent any payment in good faith by the Union of:

- 6.2.1. any payments made to any Member in their capacity as a beneficiary of the Union;
 - 6.2.2. reasonable and proper remuneration to any Member for any goods or services supplied to the Union, provided that if such Member is a Trustee Article 6.3 shall apply;
 - 6.2.3. interest on money lent by any Member to the Union at a reasonable and proper rate; and
 - 6.2.4. any reasonable and proper rent for premises let by any Member to the Union.
- 6.3. Except as provided below no Trustee may sell goods, services or any interest in land to the Union; be employed by, or receive any remuneration from, the Union; or receive any other financial benefit from the Union. This shall not prevent any payment in good faith by the Union of:
- 6.3.1. any payments made to any Trustee or Connected Person in their capacity as a beneficiary of the Union;
 - 6.3.2. reasonable and proper out of pocket expenses of the Trustees;
 - 6.3.3. reasonable and proper remuneration to any Officer Trustee or Connected Person for any goods or services supplied to the Union on the instructions of the Trustees provided that:
 - 6.3.3.1. for the avoidance of doubt, the authorisation under this provision shall extend to the remuneration of Officer Trustees and Connected Persons under contracts of employment with the Union;
 - 6.3.3.2. subject to Article 6.3.3.1 the authorisation under this provision shall not extend to the service of acting as Trustee;
 - 6.3.3.3. if the person being remunerated is a Trustee the procedure described in Article 52 (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;
 - 6.3.3.4. if the person being remunerated is a Connected Person the procedure described in Article 52 (Conflicts of Interest) must be followed by the relevant Trustee in relation to any decisions regarding such Connected Person;
 - 6.3.3.5. subject to Article 6.6 this provision may not apply to more than half of the Trustees in any financial year (and for these purposes such provision shall be treated as applying to a Trustee if it applies to a person who is a Connected Person in relation to that Trustee); and
 - 6.3.3.6. at all times the provisions of the Education Act are complied with;
 - 6.3.4. interest on money lent by any Trustee or Connected Person to the Union at a reasonable and proper rate;
 - 6.3.5. any reasonable and proper rent for premises let by any Trustee or Connected Person to the Union;

- 6.3.6. reasonable and proper premiums in respect of indemnity insurance effected in accordance with Article 5.1.29;
 - 6.3.7. any payments made to any Trustee or officer under the indemnity provisions set out at Article 62; and
 - 6.3.8. any payments authorised in writing by the Charity Commission.
- 6.4. In Articles 6.2 and 6.3, references to the Union shall be read as references to the Union and/or Subsidiary Company.
- 6.5. For any transaction authorised by Article 6.3, the Trustee's duty (arising under the Companies Act 2006) to avoid a conflict of interest with the Union shall be disapplied provided the relevant provisions of Article 6.3 have been complied with.
- 6.6. Where a vacancy arises on the Board of Trustees with the result that Article 6.3.3 applies to more than half of the Trustees, the Union may continue to pay remuneration to its Officer Trustees and any Connected Persons receiving remuneration in accordance with Article 6.3.3 provided that the Union uses all reasonable endeavours to fill the vacancy as soon as possible.

7. Liability of Members

- 7.1. The liability of each Member is limited to one pence being the amount that each Member undertakes to contribute to the assets of the Union in the event of its being wound up while he or she is a Member or within one year after he or she ceases to be a Member, for:
- 7.1.1. payment of the Union's debts and liabilities contracted before he or she ceases to be a Member;
 - 7.1.2. payment of the costs, charges and expenses of winding up; and
 - 7.1.3. adjustment of the rights of the contributories among themselves.

8. Dissolution

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

9. Reviewing and Amending the Articles

- 9.1. The Trustees and University of Chester shall review these Articles of Association at intervals of not more than every five years from the date of adoption of these articles.
- 9.2. No amendment of these Articles shall be made:
- 9.2.1. which would have the effect of the Union ceasing to be a charity; or
 - 9.2.2. without the prior approval of University of Chester.

9.3. Subject to Article 9.2, save where the amendment to these Articles is a consequential amendment due to a change in the Bye-Laws, the Articles may be amended by;

9.3.1. a resolution of Members passed at a general meeting by at least 75% of those present and voting; or

9.3.2. a resolution passed by a 75% majority of the Members voting in a referendum provided that at least 1,000 Members cast a vote in the Referendum.

MEMBERSHIP

10. Members

10.1. The Members of the Union shall be as follows:

10.2. each and every Student who has not opted out by notifying the Union and University of Chester of his or her wish not to be a Member of the Union; and

10.3. the Officer Trustees of the Union.

10.4. The names of the Members of the Union shall be entered in a register of Members.

10.5. Members of the Union shall be entitled to the benefits set out in the Bye-Laws.

11. Termination of Membership

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

11.1.1. he or she ceases to be a Student;

11.1.2. he or she ceases to be an Officer Trustee;

11.1.3. he or she opts out of membership by giving written notice to the Union Returning Officer (CEO);

11.1.4. he or she has their membership suspended by the Union in accordance with the Bye Laws.

11.2. Any student at the University who is not a member of the Union shall not be unfairly disadvantaged, with regard to the provision of services or otherwise, by reason of them not being a Member of the Union subject to the Bye-Laws.

12. Lifetime Members

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

13. Associate Members

13.1. The Student Council may establish forms of associate membership with such description and with such rights and obligations as they think fit, and may admit and remove such associate members in accordance with the Bye-Laws provided that no such associate

members shall be Members of the Union for the purposes of these Articles or the Companies Acts.

14. Referenda

14.1. A Referendum may be called on any issue by:

14.1.1. a resolution of the Trustees;

14.1.2. a majority vote of the Student Council; or

14.1.3. a Secure Petition signed by at least 200 Members.

14.2. A resolution may only be passed by Referendum if at least 500 Members cast a vote in the Referendum and a majority of the votes cast are in favour of the resolution.

14.3. Referenda shall be conducted in accordance with these Articles and the Bye-Laws.

14.4. Subject to Article 40, the Members may set Policy by Referenda. Policy set by Referenda may overturn Policy set by the Trustee Board or Members in general meeting.

GENERAL MEETINGS

15. Annual General Meeting

15.1. The Union shall hold an annual general meeting once in each Academic Year which shall be called and held in accordance with the Bye-Laws. The annual general meeting shall be held at such time and place as the Trustees shall think suitable to allow the maximum number of Members to attend. Any annual general meeting held under this Article shall not be a general meeting of the Union for the purposes of the Companies Acts.

16. Other General Meetings

16.1. The Trustees may call a general meeting at any time. The Trustees must call a general meeting if:

16.1.1. requested to do so by the Members provided such request is signed by at least 5% of Members having the right to attend and vote at general meetings;

16.1.2. required to do so by the Members under the Companies Acts; or

16.1.3. requested to do so by the Student Council provided such request has been approved by a majority vote of the Student Council.

17. Location of Meetings

17.1. All general meetings may be carried out at one single venue or simultaneously at a maximum of 4 separate venues with a video, audio or other real-time link between all of the venues. At the start of such meetings, each venue must indicate by majority vote that they are satisfied with the meeting set-up and technology.

18. Length of Notice

18.1. All general meetings shall be called by either:

18.1.1. at least 14 clear days' notice; or

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

19. Contents of Notice

19.1. Every notice calling a general meeting shall specify the place, day and time of the meeting and the general nature of the business to be transacted.

19.2. If a special resolution is to be proposed, the notice shall include the proposed resolution and specify that it is proposed as a special resolution.

19.3. In every notice calling a meeting of the Union there must appear with reasonable prominence a statement informing the Member of his or her rights to appoint another person as his or her proxy at a general meeting.

20. AGM Agenda Items

20.1. If the meeting is an annual general meeting, the business to be transacted shall include:

20.1.1. ratification of minutes of the previous annual general meeting;

20.1.2. receiving the report of the Trustees on the Union's activities since the previous annual general meeting;

20.1.3. receiving the accounts of the Union for the previous financial year;

20.1.4. appointment of the auditors;

20.1.5. approving the list of affiliations of the Union; and

20.1.6. questions to the Trustees by the Members.

21. Service of notice

21.1. Notice of general meetings shall be given to every Member, to the Trustees, to any patron of the Union by paper or electronic form.

22. Quorum

22.1. No business shall be transacted at any general meeting unless a quorum is present.

22.2. 100 persons entitled to vote upon the business to be transacted represented in person or by proxy shall be a quorum.

22.3. If a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day, time and place as the Trustees may determine and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, those present and entitled to vote shall be a quorum.

23. Chairing general meetings

23.1. The chair of Student Council or in his or her absence the Deputy Chair shall preside as chair of the meeting. In the absence of the chair of Student Council and the Deputy Chair, the Members present and entitled to vote shall choose one of their number to be

chair of the meeting, save that a proxy holder who is not a Member entitled to vote shall not be appointed chair of the meeting.

24. Attendance and speaking by Trustees and non-Members

24.1. A Trustee may, even if not a Member, attend and speak at any general meeting.

24.2. Union staff members may attend if so required by the Trustees, without voting rights.

25. Adjournment

25.1. The chair of the meeting shall adjourn a general meeting at which a quorum is present if directed to do so by the quorate meeting or if it appears to the chair of the meeting that an adjournment is necessary to ensure that the business of the meeting is conducted in an orderly manner.

25.2. When adjourning a general meeting, the chair of the meeting must state that it is to continue at a time and place to be fixed by the Trustees.

25.3. If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Union must give at least seven clear days' notice of it:

25.3.1. to the same persons to whom notice of the Union's general meetings is required to be given; and

25.3.2. containing the same information which such notice is required to contain.

25.4. No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

26. Voting: general

26.1. A resolution put to the vote of a general meeting must be decided by the appropriate majority on a show of hands unless a poll is duly demanded in accordance with these Articles.

26.2. On a show of hands every person present and entitled to vote shall have a maximum of one vote. On a poll every Member present in person or by proxy shall have one vote.

26.3. In the case of an equality of votes, whether on a show of hands or on a poll, the chair of the meeting shall not be entitled to a casting vote in addition to any other vote he or she may have.

27. Poll

27.1. A poll on a resolution may be demanded:

27.1.1. in advance of the general meeting where it is to be put to the vote; or

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

27.2. A poll may be demanded by:

27.2.1. the chair of the meeting;

27.2.2. the Trustees;

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

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

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

27.3. A demand for poll may be withdrawn if:

27.3.1. the poll has not yet been taken; and

27.3.2. the chair of the meeting consents to the withdrawal.

27.4. Polls must be taken immediately and in such manner as the chair of the meeting directs.

28. Content of proxy notices

28.1. Proxies may only validly be appointed by a notice in writing (a "proxy notice") which:

28.1.1. states the name and address of the Member appointing the proxy;

28.1.2. identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed;

28.1.3. is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the Trustees may determine; and

28.1.4. is delivered to the Union in accordance with the Articles and any instructions contained in the notice of the general meeting to which they relate.

28.2. The Union may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.

28.3. Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.

28.4. Unless a proxy notice indicates otherwise, it must be treated as:

28.4.1. allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and

28.4.2. appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

29. Amendments to resolutions

29.1. An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:

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

29.1.2. the proposed amendment does not, in the reasonable opinion of the chair of the meeting, materially alter the scope of the resolution.

29.2. A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:

29.2.1. the chair of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and

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

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

30. Written Resolutions

30.1. Subject to Article 30.5, a written resolution of the Union passed in accordance with these Articles 30 shall have effect as if passed by the Union in general meeting.

30.2. A written resolution is passed as a special resolution if it is passed by Members representing not less than 75% of the total voting rights eligible Members. A written resolution is not a special resolution unless it states that it was proposed as a special resolution.

30.3. A written resolution is passed as an ordinary resolution if it is passed by a majority of the total voting rights of eligible Members.

30.4. In relation to a resolution proposed as a written resolution of the Union, the eligible Members are the Members who would have been entitled to vote on the resolution on the circulation date of the resolution.

30.5. A Members' resolution under the Companies Acts removing a Trustee or an auditor before the expiration of his or her term of office may not be passed as a written resolution.

30.6. A copy of the written resolution must be sent to every Member together with a statement informing the Member how to signify their agreement to the resolution and the date by which the resolution must be passed if it is not to lapse. Communications in relation to written resolutions shall be sent to the Union's auditors in accordance with the Companies Acts.

30.7. A Member signifies their agreement to a proposed written resolution when the Union receives from him or her an authenticated document identifying the resolution to which it relates and indicating his or her agreement to the resolution provided that:

30.7.1. if the document is sent to the Union in hard copy form, it is authenticated if it bears the Member's signature; and

30.7.2. if the document is sent to the Union by electronic means, it is authenticated if it is from an email address specified by the Member to the Union for the purposes of receiving documents or information by electronic means.

30.8. A written resolution is passed when the required majority of eligible Members have signified their agreement to it.

30.9. A proposed written resolution lapses if it is not passed within 28 days beginning with the circulation date.

TRUSTEES

31. Appointment of Trustees

31.1. The trustees shall be made up of the following persons;

31.1.1. not more than 4 Officer Trustees, elected in accordance with Article 32

31.1.2. not more than 3 Student Trustees, elected in accordance with Article 33

31.1.3. not more than 4 External Trustees, appointed in accordance with Article 34

32. Officer Trustees

32.1. Up to 4 Officer Trustees shall be elected by secret ballot by the Members of the Union at an election to be held in accordance with the Bye-Laws. The Officer Trustees shall be elected to posts set out in the Bye-Laws.

32.2. The Officer Trustees shall remain in office for a term of one year commencing in accordance with the Bye-Laws. The term of office may be shorter or longer on a transitional basis to coincide with an alteration of the year start or end. Subject to a transitional change in the year of office, an Officer Trustee may be re-elected for a maximum further term of one year by the Members of the Union at an election to be held in accordance with the Bye-Laws. For the avoidance of doubt, an Officer Trustee's terms of office may be either consecutive or non-consecutive.

32.3. Each Officer Trustee must be a Student or an Officer Trustee at the time of his or her election. An Officer Trustee shall become a Member of the Union on commencement of his or her appointment or re-appointment as an Officer Trustee. Such membership shall cease when the Officer Trustee ceases to be an Officer Trustee.

32.4. The Officer Trustees, also referred to as Sabbatical Officers, shall be deemed to be "major union office holders" for the purposes of Section 22 of the Education Act.

32.5. At the same time as commencing the term of office as a Trustee, the Officer Trustee will enter into a contract of employment with the Union for a term to be determined by the Bye-Laws. The duties and method of remuneration of each Officer Trustee shall be as set out in the Bye-Laws.

33. Student Trustees

33.1. Three Student Trustees shall be appointed before the end of the Academic Year immediately preceding the Academic Year in which the Student Trustees are to serve as Trustees. Each Student Trustee shall be appointed by a Student Trustee Appointment Committee which shall consist of:

33.1.1. one current Officer Trustee

33.1.2. one External Trustee and

33.1.3. one Student Trustee (but subject to Article 33.5), provided that the Student Trustee is a Student at the time of his or her appointment (and shall continue to be a Student for the duration of his or her term as a Student Trustee.

33.2. Any person wishing to be appointed as a Student Trustee shall apply in writing to, and shall be interviewed by, the Student Trustee Appointments Committee. The Student Trustee Appointments Committee shall seek to ensure that any person appointed as a

Student Trustee has the necessary skills and qualities to contribute to the effective operation of the trustees.

- 33.3. A Student Trustee shall remain in office for a term not exceeding one year commencing in accordance with the Bye-Laws. The term of office may be shorter or longer on a transitional basis to coincide with the alteration of the year start or end.
- 33.4. A Student Trustee may serve a maximum of three terms of office. A Student Trustee who wishes to serve a second or third term of office must re-apply for the position of Student Trustee and be interviewed by the Student Trustee Appointments Committee in accordance with Article 33.2.
- 33.5. If all current Student Trustees wish to serve a second or third term of office and re-apply for their positions in accordance with Article 33.4, a Student Trustee shall not be a member of the Student Trustee Appointments Committee in accordance with Article 33.1.3. Instead the trustees may (but shall not be obliged to) co-opt an additional Officer Trustee as a member of the Student Trustee Appointments Committee.
- 33.6. The Student Council shall be informed of all appointments of trustees at the final meeting of each Academic Year.

34. External Trustees

- 34.1. Four External Trustees shall be appointed by an External Trustee Appointments Committee which shall consist of:
- 34.1.1. the current trustees who are full members and can vote;
 - 34.1.2. the CEO shall attend and provide guidance and administration, but shall not be entitled to vote;
 - 34.1.3. the current trustees may invite the incoming sabbatical officers to be involved in the process, if elected at time of recruitment. They shall not be entitled to vote.
- 34.2. Unless their appointment is terminated in accordance with Articles 35 to 38, External Trustees shall remain in office for a term of two years commencing in accordance with the Bye-Laws. The term of office may be shorter or longer on a transitional basis to coincide with the alteration of the year start or end.
- 34.3. External Trustees may serve for a maximum of two terms which may either be consecutive or non-consecutive.

35. Disqualification, Resignation and Removal of Trustees

- 35.1. The office of a Trustee shall be vacated if:
- 35.1.1. that person ceases to be a Trustee by virtue of any provision of the Companies Act 2006 or is prohibited from being a company director by law;
 - 35.1.2. he or she becomes prohibited by law from being a charity trustee;
 - 35.1.3. in the case of an Officer Trustee, he or she ceases to be an employee of the Union;
 - 35.1.4. in the case of a Student Trustee, he or she ceases to be a Student;
 - 35.1.5. he or she resigns by notice to the Union (but only if at least four Trustees will remain in office when the notice of resignation is to take effect);

35.1.6. the Trustees reasonably believe he or she is suffering from mental or physical disorder and is incapable of acting as a trustee and they resolve that he or she be removed from office;

35.1.7. he or she fails to attend three consecutive meetings of the Trustees and in the opinion of the Trustees there are no mitigating circumstances for that failure and the Trustees therefore resolve that he or she be removed for this reason; or

35.1.8. he or she is removed from office under Article 36 or 37.

36. Removal of Trustees by Referendum of Student Council

36.1. The office of a Trustee shall be vacated if a motion of no confidence in the Trustee is passed by a simple majority of the Members voting in a Referendum, provided that at least 1,000 Members cast a vote in the Referendum. Such a motion shall only be triggered by a Secure Petition of no confidence signed by at least 200 Members.

37. Removal of Trustees by the Trustee Board

37.1. The office of an External Trustee shall be vacated if a majority resolution of no confidence is passed by the Trustees, including at least 3 Sabbatical Officers, 1 External Trustee and 1 Student Trustee.

37.2. 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 52.

38. Rights of Removed Trustee

38.1. A resolution to remove a Trustee in accordance with Article 37 shall not be passed unless the Trustee concerned has been given at least 14 clear days' notice in writing that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office, and has been afforded a reasonable opportunity of being heard by or, at the option of the Trustee being removed, of making written representations to the Trustees.

38.2. A Trustee removed from office in accordance with Article 37 shall be entitled to appeal the decision to remove him or her to an Appeals Panel within 14 days of the resolution. The Appeals Panel shall be made up of a nominee of University of Chester, one independent person and a chief executive/CEO and officer of another Students' Union. The independent person shall be a Member who is not a Trustee or a Member of the Student Council. The selection of the members of the Appeals Panel and its procedures shall be set out in the Bye-Laws. The Union may consult with NUS in relation to the appeals process and in particular the appointment of independent persons to the Appeals Panel.

39. Replacement of Trustees

39.1. If an Officer Trustee resigns, is disqualified or is removed from office at any time prior to the commencement of the Academic Year in respect of which he or she has been elected, the vacancy that results on the board of Trustees shall be filled in accordance with the Bye-Laws.

39.2. If an Officer Trustee resigns, is disqualified or is removed from office after the commencement of the Academic Year in respect of which he or she has been elected the vacancy shall remain until the next elections are held.

39.3. If a Student Trustee resigns, is disqualified or is removed from office, a Student Trustee may be elected to the vacancy in accordance with Article 33.

39.4. If an External Trustee resigns, is disqualified or is removed from office, an External Trustee shall be appointed to the vacancy in accordance with Article 34.1.

40. Trustees' General Authority

40.1. The Trustees shall be the Directors of the Union in accordance with the Companies Act 2006.

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

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

40.3.1. the governance of the Union;

40.3.2. the budget of the Union; and

40.3.3. adopting and implementing the strategy of the Union.

40.4. The Board of Trustees may override any decision or Policy made by the Members by ordinary resolution in general meeting or by Referendum or by the Student Council which the Trustees consider (in their absolute discretion):

40.4.1. has or may have any financial implications for the Union;

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

40.4.3. is not or may not be in the best interests of the Union or all or any of its charitable Objects; or

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

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

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

40.6.1. was not properly appointed;

40.6.2. was disqualified from holding office;

40.6.3. had vacated office; or

40.6.4. was not entitled to vote.

41. Bye-Laws

41.1. The Trustees shall have the power to make, repeal or amend Bye-laws regarding the management of the Union and its working practices, provided that they are not inconsistent with these Articles.

41.2. In the event of any conflict between these Articles and Bye-Laws, the Articles shall prevail.

42. Delegation of Trustee Powers

42.1. The Trustees, by power of attorney or otherwise, may appoint any person to be an agent of the Union for such purposes, for such time and on such conditions as they determine and may revoke such appointment, providing that it is accordance with these Articles.

42.2. The Trustees may delegate any of their powers or functions to any committee or the implementation of any of their resolution and day-to-day management of the affairs of the Union to any person or committee in accordance with the conditions set out in these Articles and may revoke any such delegation in whole or part, or alter its terms and conditions.

43. Committees

43.1. In the case of delegation to committees:

43.1.1. the resolution making the delegation shall specify those who shall serve or be asked to serve on such committee (although the resolution may allow the committee to make co-options up to a specified number);

43.1.2. subject to Article 43.2, the composition of any such committee shall be entirely in the discretion of the Trustees and may comprise such of their number (if any) as the resolution may specify;

43.1.3. the deliberations of any such committee shall be reported regularly to the Trustees and any resolution passed or decision taken by any such committee shall be reported promptly to the Trustees and for that purpose every committee shall appoint a secretary;

43.1.4. no committee shall knowingly incur expenditure or liability on behalf of the Union except where authorised by the Trustees or in accordance with a budget which has been approved by the Trustees.

43.2. For the avoidance of doubt, the Trustees may (in accordance with Articles 42 and 43.1) 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 of at least one Trustee shall be required for cheques above a certain amount as set out in the Bye-Laws and provided always that no committee shall incur expenditure on behalf of the Union except in accordance with a budget which has been approved by the Trustees.

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

44. Delegation of day-to-day management powers to the CEO

44.1. In the case of delegation of the day-to-day management of the Union to the CEO;

- 44.1.1. the delegated power shall be to manage the Union by implementing the policy and strategy adopted by and within a budget approved by the Trustees and if applicable to advise the Trustees in relation to such policy, strategy and budget;
- 44.1.2. the Trustees shall provide the CEO with a description of his or her role and the extent of his or her authority;
- 44.1.3. the CEO shall report regularly to the Trustees on the activities undertaken in managing the Union and provide them regularly with management accounts sufficient to explain the financial position of the Union; and
- 44.1.4. the Trustees shall provide the CEO with a performance management structure to aid his or her work plan and development.

45. Trustees' Meetings

- 45.1. The Trustees shall hold a minimum of four meetings in any Academic Year.
- 45.2. Guests or observers can attend meetings of the Trustees at the discretion of the chair of the meeting.
- 45.3. Two Trustees may call a Trustees' meeting.

46. Length of Notice

- 46.1. A Trustees' meeting shall be called by at least seven clear days' notice unless either:
 - 46.1.1. all the Trustees otherwise agree; or
 - 46.1.2. urgent circumstances require shorter notice.
- 46.2. Every notice calling a Trustees' meeting shall specify the place, day and time of the meeting and the general particulars of all business to be considered at such meeting.

47. Service of Notice

- 47.1. Notice of Trustees' meetings shall be given to each Trustee by post or electronic communication, to an address supplied for that purpose.

48. Quorum

- 48.1. The quorum for Trustees' meetings shall be four with at least two being Sabbatical Officers, one Student Trustee and one External Trustee except where the resolution or issue under discussion concerns a matter in respect of which...
 - 48.1.1. some of the Trustees have a Conflict of Interest, in which case the quorum shall be three with at least one being an Officer, one being a Student Trustee and one being an External Trustee.
 - 48.1.2. all of the Sabbatical Officers have a Conflict of Interest, in which case the quorum shall be three with at least one being a Student Trustee and one being an External Trustee.

49. Chair and Deputy Chair

- 49.1. The Chair of the Trustees shall be elected at the first Board meeting of the academic year by a secret ballot.

49.2. The Trustees shall appoint a Trustee to be Deputy Chair of the Trustees and may at any time remove him or her from that office. The role of the Deputy Chair will be to support the Chair, and chair the Board meetings in the Chair's absence.

49.3. In the absence of the Chair and the Deputy Chair, another Trustee appointed by the Trustees present shall preside as chair of the meeting.

50. Decision Making

50.1. Any decision arising at a Trustees' meeting shall be decided by a majority of votes.

50.2. In the case of an equality of votes, the chair of the meeting shall be entitled to a casting vote in addition to any other vote he or she may have.

51. Decisions Without a Meeting

51.1. The Trustees may take a unanimous decision without a Trustees' meeting by indicating to each other that they share a common view on a matter. Such a decision may be electronically gathered.

51.2. A decision which is made in accordance with Article 51.1 shall be as valid and effectual as if it had been passed at a meeting duly convened and held, provided the following conditions are complied with:

51.2.1. approval from each Trustee must be received by one person that all the Trustees have nominated in advance for that purpose ("the Recipient"), which person may, for the avoidance of doubt, be one of the Trustees;

51.2.2. following receipt of responses from all of the Trustees, the Recipient shall communicate to all of the Trustees by any means whether the resolution has been formally approved by the Trustees in accordance with this Article;

51.2.3. the date of the decision shall be the date of the communication from the Recipient confirming formal approval; and

51.2.4. the Recipient must prepare a minute of the decision in accordance with Article 56.

52. Conflicts of interest

52.1. Whenever a Trustee finds himself or herself in a situation that is reasonably likely to give rise to a Conflict of Interest, he or she must declare his or her interest to the Trustees and;

52.1.1. remain only for such part of the meeting as in the view of the other Trustees is necessary to inform the debate;

52.1.2. not be counted in the quorum for that part of the meeting or decision-making process; and

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

52.2. If any question arises as to whether a Trustee has a Conflict of Interest, the question shall be decided by a majority decision of the other Trustees.

52.3. When a Trustee has a Conflict of Interest which he or she has declared to the Trustees, he or she shall not be in breach of his or her duties to the Union by withholding

confidential information from the Union if to disclose it would result in a breach of any other duty or obligation of confidence owed by him or her.

53. Trustees' power to authorise a conflict of interest

53.1. The Trustees may (subject to such terms as they may impose from time to time, and subject always to their right to vary or terminate such authorisation) authorise, to the fullest extent permitted by law:

53.1.1. any matter which would otherwise result in a Trustee infringing his or her duty to avoid a situation in which he or she has a Conflict of Interest; and

53.1.2. the manner in which a Conflict of Interest arising out of any Trustee's office, employment or position may be dealt with and, for the avoidance of doubt, they can decide that the Trustee with a Conflict of Interest can participate in a vote on the matter and can be counted in the quorum

53.1.3. provided that when deciding to give such authorisation the provisions of Article 53 shall be complied with and provided that nothing in this Article shall have the effect of allowing the Trustees to authorise a benefit that is not permitted in accordance with the Articles.

53.2. If a matter, or office, employment or position, has been authorised by the Trustees in accordance with this Article then, even if he or she has been authorised to remain at the meeting by the other Trustees, the Trustee may absent himself or herself from meetings of the Trustees at which anything relating to that matter, or that office, employment or position, will or may be discussed.

53.3. A Trustee shall not be accountable to the Union for any benefit which he or she derives from any matter, or from any office, employment or position, which has been authorised by the Trustees in accordance with this Article (subject to any limits or conditions to which such approval was subject).

54. Register of Trustees' interests

54.1. The Trustees shall cause a register of Trustees' interests to be kept. A Trustee must declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the Union or in any transaction or arrangement entered into by the Union which has not previously been declared.

STUDENT COUNCIL

55. Student Council

55.1. The Student Council shall have the authority to:

55.1.1. represent the voice of the Students;

55.1.2. scrutinise the performance by the Officer Trustees of their duties as student representatives;

55.1.3. subject to Article 40.4, agree the Policy of the Union for ratification by the Trustee Board;

55.1.4. refer Policy to Referenda of the Members (in accordance with the Bye-Laws);

55.1.5. recommend updates or changes to relevant Union policies and procedures to be ratified by the Trustee Board in accordance with Article 41 and

- 55.1.6. receive a quarterly report from the Trustees.
- 55.2. The composition and proceedings of the Student Council shall be set out in the Bye-Laws.
- 55.3. No Member may hold more than one seat on the Student Council at any one time.
- 55.4. A Trustee may, even if not a Member, attend and speak at any council meeting.
- 55.5. Union staff members may attend if so required by the Trustees, without voting rights.

GENERAL ADMINISTRATION

56. Minutes

- 56.1. The Trustees shall keep minutes of all proceedings at general meetings and resolutions of the Union, the Trustees meetings, and of committees of Trustees, including the names of the Trustees present at each such meeting.
- 56.2. Any such minute, if purported to be signed by the chair of the meeting at which the proceedings were had, or by the chair of the next succeeding meeting, shall, as against any Member or Trustee of the Union, be sufficient evidence of the proceedings.
- 56.3. The minutes of the meetings referred to in Article 56.1 above shall normally be considered open and shall be available to the Members on the Union's website, except where those minutes relate to any reserved or confidential matters, including without limitation staff-related or disciplinary matters.
- 56.4. The minutes and resolutions shall be kept in the Union's offices for a minimum of 7 years from the date of the meeting or resolution.

57. Records and Accounts

- 57.1. The Trustees shall comply with the requirements of the Companies Acts and of the Charities Act 1993 as to maintaining a Members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commission of:
- 57.1.1. annual reports;
- 57.1.2. annual returns; and
- 57.1.3. annual statements of account.
- 57.2. The Members of the Union have the right to ask the Trustees questions in writing about the content of any documents referred to in Article 57.1.

58. Communications by and to the Union

- 58.1. The Union may give notice to a member:
- 58.1.1. personally, when service or delivery shall be deemed to be effected on the same day on which it is sent or supplied; or
- 58.1.2. by post, when service or delivery shall be deemed to be effected at the expiration of 48 hours after the envelope containing it was posted. In proving such service

or delivery it shall be sufficient to prove that such envelope was properly addressed and posted; or

58.1.3. delivered by hand, when service or delivery shall be deemed to be effected on the same day on which it is sent or supplied; or

58.1.4. by electronic communication to student email address, when service or delivery shall be deemed to be effected on the same day on which it is sent or supplied. In proving such service it shall be sufficient to prove that it was properly addressed; or

58.1.5. by means of the Union's website, when service or delivery shall be deemed to be effected when the material is first made available on the website.

58.2. A Member present in person or by proxy at any meeting of the Union shall be deemed to have received notice of the meeting and, where requisite, of the purpose for which it was called.

59. Irregularities

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

60. Patrons

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

61. Exclusion of model articles

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

TRUSTEE INDEMNITY

62. Without prejudice to any indemnity to which a Trustee may otherwise be entitled, every Trustee shall and every other officer or auditor of the Union may be indemnified out of the assets of the Union against any liability incurred by him or her in defending any proceedings, whether civil or criminal, in which judgment is given in his or her favour or in which he or she is acquitted or in connection with any application in which relief is granted to him or her by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Union, and against all costs, charges, losses, expenses or liabilities incurred by him or her in the execution and discharge of his or her duties or in relation thereto.

DEFINITIONS AND INTERPRETATION

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

<u>Term</u>	<u>Meaning</u>
“Academic Year”	the period between 1 st August in one year and 31 st July in the next year determined by the Union as the period during which Students are required to be registered with University of Chester.
“Articles”	these articles of association of the Union.
“Board of Trustees” or “Board”	the board of Trustees of the Union.
“Bye-Laws”	the bye-laws setting out the working practices of the Union made from time to time.
“Chair”	the chair of the Board of Trustees.
“chair of the meeting”	in the case of general meetings means the person chairing the meeting in accordance with Article 23 and in the case of Trustees’ meetings means the person chairing the meeting in accordance with Article 49.
“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.
“Companies Acts”	means the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Union.
“Conflict of Interest”	any direct or indirect interest of a Trustee (whether personal, by virtue of a duty of loyalty to another organisation or otherwise) that conflicts, or might conflict with the interests of the Union.
“Deputy Chair”	the deputy chair of the Board of Trustees, who shall be appointed in accordance with Article 49.2.
“External Trustee”	a Trustee appointed in accordance with Article 34 who for the avoidance of doubt shall not be deemed to be either a major union office holder or a sabbatical union office holder for the purposes of Section 22 of the Education Act.
“Members”	members of the Union being Students at University of Chester as further defined in Article 10 and the Officer Trustees.
“NUS”	National Union of Students.
“Officer Trustee”	a Trustee elected in accordance with Article 32.
“Policy”	operational, representative and campaigning policy set by Referenda or the Trustee Board in accordance with Articles 14 and Article 41 respectively.
“President”	the President of the Union, as elected by the Members in accordance with the Bye-Laws.
“RAG”	the raise and give society which develops students by providing them with an opportunity to raise funds for charitable causes.

“Referendum”	a ballot in which all Members of the Union are entitled to cast a vote, the protocol for which shall be set out in the Bye-Laws.
“Secure Petition”	a written request to the Union 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 University of Chester. For the avoidance of doubt, University of Chester shall determine whether or not an individual has student status.
“Student Council”	the Student body committee, who are composed and constituted in accordance with these Articles and the Bye-Laws of the Union.
“Student Trustee”	a Trustee elected in accordance with Article 33 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.
“Trustee” and “Trustees”	the Officer Trustees, the Student Trustees and the External Trustees.
“Union”	Chester Students’ Union.
“University of Chester”	the University of Chester, a charity registered 525938.

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

63.2. Subject to Article 63.3 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.

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