

The Companies Act 2006

Company Limited by Guarantee and not Having a Share Capital

**Memorandum
and
Articles of Association
of
Cardiff University Students' Union**

Draft 5: 5 February 2010

**Bates Wells & Braithwaite London LLP
2-6 Cannon Street
London EC4M 6YH
(Telephone: 020 7551 7777)
www.bwbllp.com
RMC/LR/206494/0001**

The Companies Act 2006

Company Limited by Guarantee and not having a Share Capital

Memorandum of Association of Cardiff University Students' Union

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

Name of each subscriber

Authentication by each subscriber

[Insert names of subscribers]

Dated: *[Insert date on which company is established]*

Table of Contents and Comments

Key Constitutional Provisions	Page 4
This section describes the organisation, its purpose, the activities it can engage in and the boundaries of its work. It describes what happens if the organisation was to be dissolved and how the memorandum and articles can be amended.	
Membership	Page 10
This section describes who the members of the students' union are	
Referenda	Page 11
This section describes how referendum may be called	
Members meetings	Page 11
This section described how members meetings are called and what business will take place within them.	
Trustees	Page 17
This section describes who the trustees are, how they are appointed, how they can be removed and their powers.	
The Executive Committee	Page 22
This section describes who the Executive Committee are, how they are appointed, how they can be removed and their powers.	
Decision Making By Trustees	Page 22
This section lays out how trustee meetings will be called and run and how trustees can make decisions.	
Student Council	Page 26
This section deals with the powers and responsibilities of student council.	
Administrative Arrangements and Miscellaneous Provisions	Page 27
This section deals with miscellaneous questions and a table of definitions and interpretations.	

The Companies Act 2006

Company Limited by Guarantee and not having a Share Capital

Articles of Association of Cardiff University Students' Union

BACKGROUND

- A. Cardiff University 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, Cardiff University 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 Cardiff University in ensuring that the affairs of the Union are properly conducted and that the educational and welfare needs of the Union's Members are met.

PART 1

KEY CONSTITUTIONAL PROVISIONS

1. Definitions and Interpretation

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

2. Name

The name of the company is Cardiff University Students' Union. In these Articles it is called "the Union".

3. Registered office

The registered office of the Union is situated in Wales.

4. Objects

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

- 4.1 promoting the interests and welfare of Students at Cardiff University during their course of study and representing, supporting and advising Students;
- 4.2 being the recognised representative channel between Students and Cardiff University and any other external bodies; and
- 4.3 providing social, cultural, sporting and recreational activities and forums for discussions and debate for the personal development of its Students.

5. Powers

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

- 5.1 provide services and facilities for Members;
- 5.2 establish, support, promote and operate a network of student activities for Members;
- 5.3 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;
- 5.4 alone or with other organisations:
 - (a) carry out campaigning activities;
 - (b) seek to influence public opinion; and
 - (c) make representations to and seek to influence governmental and other bodies and institutions

regarding the reform, development and implementation of appropriate policies, legislation and regulations, provided that all such activities shall be confined to the activities which an English and Welsh charity may properly undertake and provided that the Union complies with the Education Act and any guidance published by the Charity Commission;

- 5.5 write, make, commission, print, publish or distribute materials or information or assist in these activities;
- 5.6 promote, initiate, develop or carry out education and training and arrange, provide or assist with exhibitions, lectures, meetings, seminars, displays or classes;
- 5.7 promote, encourage, carry out or commission research, surveys, studies or other work and publish the useful results;
- 5.8 provide or appoint others to provide advice, guidance, representation and advocacy;
- 5.9 co-operate with other charities and bodies and exchange information and advice with them;
- 5.10 become a member, affiliate or associate of other charities and bodies;
- 5.11 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 (including without limitation to act as trustee of any charitable trust of permanent endowment property held for any of the charitable purposes included in the Union's objects);
- 5.12 purchase or acquire all or any of the property, assets, liabilities and engagements of any charity with objects similar to the Union's objects;
- 5.13 pay out of the funds of the Union the costs of forming and registering the Union;
- 5.14 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;
- 5.15 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);
- 5.16 purchase, lease, hire or receive property of any kind including land, buildings and equipment and maintain and equip it for use;
- 5.17 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);
- 5.18 make grants or loans of money and give guarantees;
- 5.19 set aside funds for special purposes or as reserves against future expenditure;

- 5.20 invest and deal with the Union's money not immediately required for its objects in or upon any investments, securities, or property;
- 5.21 delegate the management of investments to an appropriately experienced and qualified financial expert provided that:
- (a) the investment policy is set down in writing for the financial expert by the Trustees;
 - (b) every transaction is reported promptly to the Trustees;
 - (c) the performance of the investments is reviewed regularly by the Trustees;
 - (d) the Trustees are entitled to cancel the delegation at any time;
 - (e) the investment policy and the delegation arrangements are reviewed at least once a year;
 - (f) 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
 - (g) the financial expert may not do anything outside the powers of the Trustees;
- 5.22 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;
- 5.23 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;
- 5.24 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;
- 5.25 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;
- 5.26 establish or acquire subsidiary companies to carry on any trade;
- 5.27 subject to Article 6 (Limitation on private benefits), employ and pay employees and professionals or other advisors;
- 5.28 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;
- 5.29 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:

- (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 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
- (d) 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

5.30 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:

(a) 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;

(b) subject to Article 6.3.3(a), the authorisation under this provision shall not extend to the service of acting as Trustee;

(c) if the person being remunerated is a Trustee the procedure described in Article 55 (Conflicts of Interest) must be followed in considering the appointment of the Trustee and in relation to any other decisions regarding the remuneration authorised by this provision;

(d) if the person being remunerated is a Connected Person the procedure described in Article 55 (Conflicts of Interest) must be followed by the relevant Trustee in relation to any decisions regarding such Connected Person;

(e) subject to Article 6.6, this provision may not apply to more than 75% of the Trustees in any financial year (and for these purposes such provision shall be treated as applying to a Trustee if it applies to a person who is a Connected Person in relation to that Trustee); and

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

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 5.29;

6.3.7 any payments made to any Trustee or officer under the indemnity provisions set out at Article 66; 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 any Subsidiary Company.

6.5 For any transaction authorised by Article 6.3 or Article 6.4, the Trustee's duty (arising under the Companies Act 2006) to avoid a conflict of interest with the Union shall be disapplied provided the relevant provisions of Article 6.3 or Article 6.4 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 75% 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**

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

7.1 payment of the Union's debts and liabilities contracted before he or she ceases to be a Member;

7.2 payment of the costs, charges and expenses of winding up; and

7.3 adjustment of the rights of the contributories among themselves.

8. **Dissolution**

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

9. **Reviewing and Amending the Articles**

9.1 Cardiff University shall be required to review the provisions of the Union's Articles of Association at intervals of not more than five years.

9.2 The approval of Cardiff University shall be required for any amendments to the Union's Articles of Association.

PART 2

MEMBERS

BECOMING AND CEASING TO BE A MEMBER

10. Becoming a Member

10.1 Until and including the Effective Date, the subscribers to the Memorandum shall be the Members of the Union. Thereafter, the Members of the Union shall be as follows:

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

10.1.2 the Officer Trustees of the Union.

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

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

11. Termination of Membership

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

11.1 he or she ceases to be a Student;

11.2 he or she ceases to be an Officer Trustee;

11.3 he or she opts out of membership by giving written notice to Cardiff University in accordance with the Bye-Laws; or

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

12. Non-ordinary members

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

REFERENDA

13. Referenda

- 13.1 A Referendum may be called on any issue by:
- 13.1.1 a resolution of the Trustees;
 - 13.1.2 a simple majority vote of the Student Council; or
 - 13.1.3 a Secure Petition signed by at least 5% of Members.
- 13.2 Subject to Article 39.3, a resolution may only be passed by Referendum if at least 10% of Members cast a vote in the Referendum and a simple majority of the votes cast are in favour of the resolution.
- 13.3 Referenda shall be conducted in accordance with these Articles and the Bye-Laws.
- 13.4 Subject to Article 39.3, the Members may set Policy by Referenda. Policy set by Referenda may overturn Policy set by the Student Council but not Policy set by the Members in general meeting or at an annual Members' meeting.

ANNUAL MEMBERS' MEETING

14. Annual Members' Meeting

The Union shall hold an annual Members' meeting once in each Academic Session which shall be called and held in accordance with the Bye-Laws. The annual Members' 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 Members' meeting held under this Article shall not be a general meeting of the Union for the purposes of the Companies Acts.

ORGANISATION OF GENERAL MEETINGS

15. General meetings

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

- 15.1 requested to do so by the Members provided such request is signed by at least **2% of** Members having the right to attend and vote at general meetings;
- 15.2 required to do so by the Members under the Companies Acts; or
- 15.3 requested to do so by the Student Council provided such request has been approved by a two thirds majority vote of the Student Council.

16. Location of meetings

All general meetings may be carried out at one single venue or simultaneously at a maximum of three 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.

17. Length of notice

All general meetings shall be called by either:

- 17.1 at least 14 clear days' notice; or
- 17.2 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.

18. Contents of notice

- 18.1 Every notice calling a general meeting shall specify the place, day and time of the meeting, whether it is a general or an annual general meeting, and the general nature of the business to be transacted. 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. 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.

19. Service of notice

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

20. Quorum

- 20.1 No business shall be transacted at any general meeting unless a quorum is present.
- 20.2 500 persons entitled to vote upon the business to be transacted (each being a Member or a proxy for a Member) or 2% of the total membership (represented in person or by proxy), whichever is greater, shall be a quorum.
- 20.3 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.

21. Chairing general meetings

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 entitled to be appointed chair of the meeting.

22. Attendance and speaking by Trustees and non-Members

- 22.1 A Trustee may, even if not a Member, attend and speak at any general meeting.
- 22.2 A patron may, even if not a Member, attend and speak at any general meeting.
- 22.3 The chair of the meeting may permit other persons who are not Members of the Union to attend and speak at any general meeting.

23. **Adjournment**

- 23.1 The chair of the meeting may adjourn a general meeting at which a quorum is present if:
 - 23.1.1 the meeting consents to an adjournment; or
 - 23.1.2 it appears to the chair of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or to ensure that the business of the meeting is conducted in an orderly manner.
- 23.2 The chair of the meeting must adjourn a general meeting if directed to do so by the meeting.
- 23.3 When adjourning a general meeting, the chair of the meeting must:
 - 23.3.1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Trustees; and
 - 23.3.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 23.4 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Union must give at least seven clear days' notice of it:
 - 23.4.1 to the same persons to whom notice of the Union's general meetings is required to be given; and
 - 23.4.2 containing the same information which such notice is required to contain.
- 23.5 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.

VOTING AT GENERAL MEETINGS

24. **Voting: general**

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

25. **Poll**

- 25.1 A poll on a resolution may be demanded:
 - 25.1.1 in advance of the general meeting where it is to be put to the vote; or

- 25.1.2 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.
- 25.2 A poll may be demanded by:
- 25.2.1 the chair of the meeting;
 - 25.2.2 the Trustees;
 - 25.2.3 two or more persons having the right to vote on the resolution;
 - 25.2.4 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
 - 25.2.5 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.
- 25.3 A demand for a poll may be withdrawn if:
- 25.3.1 the poll has not yet been taken; and
 - 25.3.2 the chair of the meeting consents to the withdrawal.
- 25.4 Polls must be taken immediately and in such manner as the chair of the meeting directs.
26. **Voting**
- 26.1 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.
- 26.2 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. **Errors and disputes**
- 27.1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.
- 27.2 Any such objection must be referred to the chair of the meeting whose decision is final.
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.

WRITTEN RESOLUTIONS

30. Written Resolutions

- 30.1 Subject to Article 30.5, a written resolution of the Union passed in accordance with this Article 30 shall have effect as if passed by the Union in general meeting.
- 30.2 A written resolution is passed as an ordinary resolution if it is passed by a simple majority of the total voting rights of eligible Members.
- 30.3 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 of eligible Members. A written resolution is not a special resolution unless it states that it was proposed as special resolution.
- 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 or if the identity of the Member is confirmed in a manner specified by the Trustees.
- 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 48 days beginning with the circulation date.

PART 3
TRUSTEES

APPOINTMENT AND RETIREMENT OF TRUSTEES

31. Appointment of Trustees

Those persons notified to the Registrar of Companies as the first directors of the Union shall be the first Trustees until and including the Effective Date. Thereafter, the Trustees shall be made up of the following persons:

- 31.1 not more than 8 Officer Trustees, elected in accordance with Article 32; and
- 31.2 not more than 3 External Trustees, appointed in accordance with Article 33.

32. Officer Trustees

- 32.1 Up to 8 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, and shall include the President.
- 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 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 Cardiff Union Services Ltd 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.
- 32.6 The President shall be responsible for day to day liaison with the General Manager in respect of the operations of the Union.

33. External Trustees

- 33.1 Subject to Article 33.3, up to 1 External Trustee shall be appointed by a simple majority vote of the Appointments Committee.

- 33.2 Subject to Article 33.3, up to two External Trustees shall be appointed by the University Council, at least one of whom shall be a member of the University Council.
- 33.3 The appointment of each External Trustee in accordance with Article 33.1 or 33.2 must be ratified by a 75% majority vote of the Student Council. Student Council shall not unreasonably withhold ratification. For the avoidance of doubt, such appointment shall not take effect until it has been ratified by the Student Council.
- 33.4 Unless their appointment is terminated in accordance with Articles 34 to 37, External Trustees shall remain in office for a term of up to four years.
- 33.5 External Trustees may serve for a maximum of four terms which may either be consecutive or non-consecutive.

34. Disqualification, Resignation and Removal of Trustees

The office of a Trustee shall be vacated if:

- 34.1 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;
- 34.2 he or she becomes prohibited by law from being a charity trustee;
- 34.3 in the case of an Officer Trustee, he or she ceases to be an employee of the Union;
- 34.4 in the case of a Officer Trustee, he or she ceases to hold Student status;
- 34.5 he or she resigns by notice to the Union (but only if at least 4 Trustees will remain in office when the notice of resignation is to take effect);
- 34.6 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;
- 34.7 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
- 34.8 he or she is removed from office under Article 35 or 36.

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

The office of a Trustee shall be vacated if:

- 35.1 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 10% of 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 500 Members; or
- 35.2 a motion of no confidence in the Trustee is passed by a two thirds majority in a vote of the Student Council.

36. Removal of External Trustees by the Board

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

37. Rights of Removed Trustee

37.1 A resolution to remove a Trustee in accordance with Article 36 shall not be passed unless the Trustee concerned has been given at least 14 clear days' notice in writing that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office, and has been afforded a reasonable opportunity of being heard by or, at the option of the Trustee being removed, of making written representations to the Trustees.

37.2 A Trustee removed from office in accordance with Article 36 shall be entitled to appeal the decision to remove him or her to an Appeals Panel within 14 days of the resolution. The composition and 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.

38. Replacement of Trustees

38.1 If an Officer Trustee resigns, is disqualified or is removed from office at any time prior to the commencement of the Academic Session, the vacancy that results on the board of Trustees shall be filled in accordance with the Bye-Laws.

38.2 If an Officer Trustee resigns, is disqualified or is removed from office after the commencement of the Academic Session, the vacancy shall be filled in accordance with the Bye-Laws. Any person elected under this Article may be required to assume the responsibilities of the Officer Trustee.

38.3 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 33.1 or Article 33.2 as appropriate.

TRUSTEES' POWERS AND RESPONSIBILITIES

39. Trustees' general authority

39.1 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.

39.2 The Board's powers under Article 39.1 shall include but not be limited to responsibility for:

39.2.1 the governance of the Union;

- 39.2.2 the budget of the Union; and
- 39.2.3 the strategy of the Union.
- 39.3 The Board of Trustees may override any decision or Policy made by the Members at an annual Members' meeting or by ordinary resolution in general meeting or by Referendum or by the Student Council which the Trustees consider (in their absolute discretion):
 - 39.3.1 has or may have any financial implications for the Union;
 - 39.3.2 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);
 - 39.3.3 is not or may not be in the best interests of the Union or all or any of its charitable objects; or
 - 39.3.4 will or may otherwise affect the discharge of any or all of the responsibilities referred to in Article 39.2.
- 39.4 No alteration of these Articles or the Bye-Laws shall invalidate any prior act of the Trustees which would have been valid if that alteration had not been made.
- 39.5 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:
 - 39.5.1 was not properly appointed;
 - 39.5.2 was disqualified from holding office;
 - 39.5.3 had vacated office; or
 - 39.5.4 was not entitled to vote.
- 40. **Trustees may delegate**
 - 40.1 Subject to the Articles, the Trustees may delegate any of the powers which are conferred on them under the Articles:
 - 40.1.1 to such person or committee;
 - 40.1.2 by such means (including by power of attorney);
 - 40.1.3 to such an extent;
 - 40.1.4 in relation to such matters or territories; and
 - 40.1.5 on such terms and conditions as they think fit.
 - 40.2 If the Trustees so specify, any such delegation may authorise further delegation of the Trustees' powers by any person to whom they are delegated.

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

41. **Committees**

41.1 In the case of delegation to committees:

41.1.1 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);

41.1.2 subject to Article 41.3, 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;

41.1.3 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;

41.1.4 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.

41.2 The Trustees shall establish the Executive Committee (as further described in Article 43) and such other committees as they decide in accordance with their powers under Articles 40 and 41.1.

41.3 For the avoidance of doubt, the Trustees may (in accordance with Articles 40 and 41.1) 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 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.

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

42. **Delegation of day-to-day management powers to the General Manager**

In the case of delegation of the day-to-day management of the Union to the General Manager:

42.1 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;

42.2 the Trustees shall provide the General Manager with a description of his or her role and the extent of his or her authority;

- 42.3 the General Manager 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
- 42.4 the Trustees shall provide the General Manager with a performance management structure to aid his or her work plan and development.
43. **The Executive Committee**
- 43.1 Unless the Trustees determine otherwise, the Executive Committee shall include:
- 43.1.1 the Officer Trustees; and
- 43.1.2 the Part-Time Officers.
- 43.2 The Executive Committee's responsibility shall not include the duties of the Trustees as set out in Article 39 but shall include representation and campaigning work and the implementation of Policy save in so far as these responsibilities have not been delegated to another committee.
- 43.3 The General Manager and the Union's senior management team may attend meetings of the Executive Committee at the request of the Executive Committee.
- 43.4 The Executive Committee shall meet in accordance with the Bye-Laws.

DECISION-MAKING BY TRUSTEES

44. **Directors to take decisions collectively**

Any decision of the Trustees must be either a majority decision at a meeting or a decision taken in accordance with Article 54.

45. **Trustees' meetings**

- 45.1 The Trustees shall hold a minimum of 8 meetings in any Academic Session.
- 45.2 Guests or observers can attend meetings of the Trustees at the discretion of the chair of the meeting.

46. **Calling a Trustees' meeting**

Two Trustees may, and the General Manager at the request of two Trustees shall, call a Trustees' meeting.

47. **Length of Notice**

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

- 47.1 all the Trustees agree; or
- 47.2 urgent circumstances require shorter notice.

48. **Contents of Notice**

Every notice calling a Trustees' meeting shall specify:

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

49. **Service of Notice**

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

50. **Participation in Trustees' meetings**

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

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

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

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

51. **Quorum for Trustees' meetings**

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

51.2 The quorum for Trustees' meetings until and including the Effective Date shall be three. Thereafter, the quorum for Trustees' meetings may be fixed from time to time by a decision of the Trustees, but it must never be less than three. Unless otherwise fixed, the quorum shall be four and such quorum must include at least two Officer Trustees. Where the resolution or issue under discussion concerns a matter in respect of which all of the Officer Trustees have a Conflict of Interest, the quorum shall be three.

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

52. **Chair and Deputy Chair**

- 52.1 The President shall be the Chair of the Trustees.
- 52.2 The Trustees shall appoint a Trustee to be Deputy Chair of the Trustees and may at any time remove him or her from office. The role of the Deputy Chair will be to support the Chair.
- 52.3 In the absence of the Chair and the Deputy Chair, another Trustee appointed by the Trustees present shall preside as chair of the meeting.

53. **Casting vote**

Questions arising at a Trustees' meeting shall be decided by a majority of votes. 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.

54. **Decisions without a meeting**

54.1 The Trustees may take a unanimous decision without a Trustees' meeting by indicating to each other by any means, including without limitation by electronic means, that they share a common view on a matter. Such a decision may, but need not, take the form of a resolution in writing, copies of which have been signed by each Trustee or to which each Trustee has otherwise indicated agreement in writing.

54.2 A decision which is made in accordance with Article 54.1 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:

54.2.1 approval from each Trustee must be received by one person being either such person as all the Trustees have nominated in advance for that purpose or such other person as volunteers if necessary ("the Recipient"), which person may, for the avoidance of doubt, be one of the Trustees;

54.2.2 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;

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

54.2.4 the Recipient must prepare a minute of the decision in accordance with Article 61.

55. **Conflicts of interest**

55.1 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 unless, or except to the extent that, the other Trustees are or ought reasonably to be aware of it already.

55.2 Whenever a matter is to be discussed at a meeting or decided in accordance with Article 54 and a Trustee has a Conflict of Interest in respect of that matter then, subject to Article 56, he or she must:

- 55.2.1 remain only for such part of the meeting as in the view of the other Trustees is necessary to inform the debate;
 - 55.2.2 not be counted in the quorum for that part of the meeting or decision-making process; and
 - 55.2.3 withdraw during the vote and have no vote on the matter.
- 55.3 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.
- 55.4 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.

56. Trustees' power to authorise a conflict of interest

- 56.1 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:
- 56.1.1 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
 - 56.1.2 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

provided that when deciding to give such authorisation the provisions of Article 56 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.

- 56.2 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.
- 56.3 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).

57. Register of Trustees' interests

The Trustees shall cause a register of Trustees' interests to be kept. A Trustee must declare the nature and extent of any interest, direct or indirect, which 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.

PART 4

STUDENT COUNCIL

58. **Student Council**

58.1 The Student Council shall have the authority to:

58.1.1 represent the voice of the Students;

58.1.2 subject to Article 39.3, set the Policy of the Union and refer Policy to Referenda of the Members (in accordance with the Bye-Laws) or to the Members in a general meeting or at an annual Members' meeting;

58.1.3 make, repeal and amend the Bye-Laws jointly with the Trustees in accordance with Article 59;

58.1.4 receive a quarterly report from the Trustees;

58.1.5 receive the budget for the Union at its first meeting of the Academic Session;
and

58.1.6 appoint non-ordinary members in accordance with Article 12 and the Bye-Laws.

58.2 Student Council shall elect the following standing committees in accordance with the Bye-Laws:

58.2.1 Discipline Committee;

58.2.2 Complaints Committee;

58.2.3 Appeals Committee; and

58.2.4 Elections Committee.

58.3 The composition and proceedings of the Student Council shall be set out in the Bye-Laws. No Member may hold more than one seat on the Student Council at any one time.

PART 5

ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS PROVISIONS

59. **Bye-Laws**

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

60. **Communications by and to the Union**

60.1 Subject to the provisions of the Companies Acts and these Articles a document or information (including any notice) to be given, sent or supplied to any person may be given, sent or supplied in hard copy form, in electronic form or (in the case of communications by the Union) by making it available on a website, provided that:

60.1.1 a document or information (including any notice) may only be given, sent or supplied in electronic form where the recipient has agreed (generally or specifically) that the document or information may be sent in that form and has not revoked that agreement; and

60.1.2 a document or information (including any notice) may only be given, sent or supplied by being made available on a website if:

- (a) the recipient has agreed (generally or specifically) that the document or information may be sent or supplied in that manner; or
- (b) the recipient is deemed to have so agreed in accordance with the Companies Acts.

60.2 Any document or information (including any notice) sent to a Member under the Articles may be sent to the Member's postal address as shown in the Union's register of Members or (in the case of documents or information sent by electronic means) to an address specified for the purpose by the Member, provided that:

60.2.1 a Member whose registered address is not within the United Kingdom and who gives to the Union an address within the United Kingdom at which notices may be given to him or her, or an address to which notices may be sent by electronic means, shall be entitled to have notices given to him or her at that address, but otherwise no such Member shall be entitled to receive any notice from the Union; and

60.2.2 the Union is not required to send notice of a general meeting or a copy of its annual report and accounts to a Member for whom it no longer has a valid address.

60.3 Any document to be served on the Union by a Member under the Articles may be served:

- 60.3.1 in the case of documents in hard copy form, by sending or delivering them to the Union's registered office or delivering them personally to an officer or Trustee of the Union; or
- 60.3.2 in the case of documents in electronic form, by sending them by electronic means to an address notified to the Members for that purpose provided that the Trustees are satisfied as to the identity of the Member (and the Trustees have discretion to specify how such identity should be confirmed).
- 60.4 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.
- 60.5 Where any document or information is sent or supplied:
- 60.5.1 by post, service or delivery shall be deemed to be effected at the expiration of 48 hours after the envelope containing it was posted. In proving such service or delivery it shall be sufficient to prove that such envelope was properly addressed and posted;
- 60.5.2 by electronic means to an address specified for the purpose by the intended recipient, service or delivery shall be deemed to be effected on the same day on which it is sent or supplied. In proving such service it shall be sufficient to prove that it was properly addressed; and
- 60.5.3 by means of a website, service or delivery shall be deemed to be effected when:
- (a) the material is first made available on the website; or
 - (b) (if later) when the recipient received or is deemed to have received notification of the fact that the material was available on the website.
- 60.6 Where any document or information has been sent or supplied by the Union by electronic means and the Union receives notice that the message is undeliverable:
- 60.6.1 if the document or information has been sent to a Member and is notice of a general meeting of the Union or a copy of the annual report and accounts of the Union, the Union is under no obligation to send a hard copy of the document or information to the Member's postal address as shown in the Union's register of Members, but may in its discretion choose to do so; and
- 60.6.2 in all other cases, the Union will send a hard copy of the document or information to the Member's postal address as shown in the Union's register of Members, or in the case of a recipient who is not a Member, to the last known postal address for that person.
- 60.6.3 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.

61. Minutes

- 61.1 The Trustees shall cause minutes to be made in books kept for the purpose:
- 61.1.1 of all appointments of officers made by the Trustees;
 - 61.1.2 of all resolutions of the Union and of the Trustees; and
 - 61.1.3 of all proceedings at meetings of the Union and of the Trustees, and of committees of Trustees, including the names of the Trustees present at each such meeting

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

- 61.2 The minutes referred to in Article 61.1 above must be kept for at least ten years from the date of the meeting, resolution or decision.
- 61.3 The minutes of the meetings referred to in Article 61.1 above shall normally be considered open and shall be available to the Members on the Union's website, except where those minutes relate to any reserved or confidential matters, including without limitation staff-related or disciplinary matters. Copies of the minutes shall also be kept in the Union's offices.

62. **Records and accounts**

- 62.1 The Trustees shall comply with the requirements of the Companies Acts and of the Charities Act 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:

- 62.1.1 annual reports;
- 62.1.2 annual returns; and
- 62.1.3 annual statements of account.

- 62.2 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 62.1.

63. **Irregularities**

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

64. **Patrons**

The Trustees may appoint and remove any individual(s) as patron(s) of the Union and on such terms as they shall think fit. A patron shall have the right to be given notice of, to attend and speak (but not vote) at any 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.

65. Exclusion of model articles

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

TRUSTEES' INDEMNITY

66. Indemnity

Without prejudice to any indemnity to which a Trustee may otherwise be entitled, every Trustee 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

67. Defined terms

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

Term	Meaning
67.1.1 "Academic Session"	the period between 1 st August in one year to 31st July in the next year determined by the Union as the period during which Students are required to be registered with Cardiff University;
67.1.2 "address"	includes a number or address used for the purpose of sending or receiving documents by electronic means;
67.1.3 "Appointments Committee"	the committee set up in accordance with the Bye-Laws;
67.1.4 "Articles"	these articles of association of the Union;
67.1.5 "Board of Trustees" or "Board"	the board of Trustees of the Union;
67.1.6 "Bye-Laws"	the bye-laws setting out the working practices of the Union made from time to time in accordance

	with Article 59;
67.1.7 “Cardiff University”	Cardiff University, incorporated by Royal Charter in 1883;
67.1.8 “Chair”	the chair of the Board of Trustees, who shall be the President of the Union in accordance with Article 52.1;
67.1.9 “chair of the meeting”	in the case of general meetings means the person chairing the meeting in accordance with Article 21 and in the case of Trustees’ meetings means the person chairing the meeting in accordance with Article 52;
67.1.10 “General Manager”	the General Manager of the Union who is appointed by the Board of Trustees;
67.1.11 “circulation date”	in relation to a written resolution, has the meaning given to it in the Companies Acts;
67.1.12 “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;
67.1.13 “Code of Practice”	the code of practice relating to Cardiff University’s obligations under Section 22 of the Education Act;
67.1.14 “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;
67.1.15 “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;
67.1.16 “Connected Person”	any person falling within one of the following categories and where payment to that person might result in the Trustee obtaining benefit: (a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a Trustee; or (b) the spouse or civil partner of any person in (a); or (c) any person living with a Trustee or his or her partner; or (d) any company or LLP or firm of which a Trustee is a paid director, member, partner or employee, or shareholder holding more than 1% of the capital;
67.1.17 “Deputy Chair”	the deputy chair of the Board of Trustees, who shall be appointed in accordance with Article 52.2;

67.1.18 “document”	includes, unless otherwise specified, any document sent or supplied in electronic form;
67.1.19 “Education Act”	the Education Act 1994;
67.1.20 “Effective Date”	the date on which the undertaking previously carried on by the unincorporated charity known as Cardiff University Students’ Union is transferred to the Union;
67.1.21 “electronic form”	has the meaning given in Section 1168 of the Companies Act 2006;
67.1.22 “the Executive Committee”	means the committee comprising the Officer Trustees and the Part-Time Officers as further described in Article 43;
67.1.23 “External Trustee”	a Trustee appointed in accordance with Article 33.1 or 33.2 who for the avoidance of doubt shall not be deemed to be either a major union office holder or a sabbatical union office holder for the purposes of Section 22 of the Education Act;
67.1.24 “financial expert”	an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;
67.1.25 “hard copy” and “hard copy form”	have the meanings respectively given to them in the Companies Act 2006;
67.1.26 “Hour”	any full period of an hour but not including any part of a day that is a Saturday, Sunday or Bank Holiday in England or Wales;
67.1.27 “Members”	members of the Union as defined in Article 10 and being from the Effective Date Students at Cardiff University as further defined in Article 10.1.1 and the Officer Trustees;
67.1.28 “NUS”	National Union of Students;
67.1.29 “Officer Trustee”	a Trustee elected in accordance with Article 32.1;
67.1.30 “Part-Time Officers”	the Members elected in accordance with the Bye-Laws to be officers of the Union while continuing their studies at Cardiff University;
67.1.31 “Policy”	representative and campaigning policy set by Referenda or the Student Council in accordance with Article 13 and Article 58 respectively or by the Members in general meeting or at an annual Members’ meeting;
67.1.32 “President”	the president of the Union, as elected by the Members in accordance with the Bye-Laws;

- 67.1.33 “RAG” the raise and give society which develops students by providing them with an opportunity to raise funds for charitable causes;
- 67.1.34 “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;
- 67.1.35 “Secure Petition” a written request to the Union which shall be fixed in a pre-arranged place or places or held securely on-line;
- 67.1.36 “Student” any individual who is formally registered for an approved programme of study provided by Cardiff University. For the avoidance of doubt, Cardiff University shall determine whether or not an individual has student status;
- 67.1.37 “Student Council” the Student body elected by and from Students constituted in accordance with these Articles and the Bye-Laws of the Union;
- 67.1.38 “Subsidiary Company” any company in which the Union holds more than 50% of the shares, controls more than 50% of the voting rights attached to the shares or has the right to appoint a majority of the board of the company;
- 67.1.39 “Trustee” and “Trustees” the directors of the Union as defined in Article 31 and being from the Effective Date the Officer Trustees and the External Trustees;
- 67.1.40 “Union” Cardiff University Students’ Union; and
- 67.1.41 “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.
- 67.2 Words importing the singular shall include the plural and vice versa and words importing the masculine shall include the feminine and vice versa.
- 67.3 Subject to Article 67.4, any reference in these Articles to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it.
- 67.4 Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the Companies Act 2006 as in force on the date when these Articles become binding on the Union.