

The Companies Act 2006

Company Limited by Guarantee and not having a Share Capital

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**Memorandum  
and  
Articles of Association  
of  
Cardiff University Students' Union  
Undeb Myfyrwyr Prifysgol Caerdydd**

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12 December 2019

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**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.

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***Name of each subscriber***

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1. Oliver Michael Birrell
  2. Edward David Jeffcoat Carey
  3. Sir Donald Walters
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Dated: 27<sup>th</sup> July 2010

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## 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 Student Members.
- B. The Union will seek at all times to:
- (i) ensure that the diversity of its Student Membership is recognised and that equal access is available to all Student Members of whatever origin or orientation;
  - (ii) pursue its aims and objectives independent of any political party or religious group; and
  - (iii) pursue equal opportunities by taking positive action within the law to facilitate participation of groups discriminated against by society.
- C. These Articles have been structured to give the Board of Trustees reasonable authority to manage the affairs of the Union in a professional manner. The Student Members enjoy the right, which must be exercised in accordance with charity law, to elect a proportion of the Trustees and to dismiss all of the Trustees. The Board of Trustees will give the utmost consideration to the views of Student Members.
- D. Under the Education Act 1994, 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 Student Members are met.

## PART 1

### KEY CONSTITUTIONAL PROVISIONS

#### 1. Definitions and Interpretation

The meanings of any defined terms used in these Articles are set out in Article 59. 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

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 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 Student Members;
- 5.2 establish, support, promote and operate a network of student activities for Student Members;
- 5.3 support any RAG or similar fundraising activities carried out by its Student 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 2011);
- 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 2011);
- 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 their 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 Student Member or Company Law 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 Student Member or Company Law Member in their capacity as a beneficiary of the Union;
  - 6.2.2 reasonable and proper remuneration to any Student Member or Company Law Member for any goods or services supplied to the Union provided that Article 6.3 shall apply;
  - 6.2.3 interest on money lent by any Student Member or Company Law Member to the Union at a reasonable and proper rate; and



- 6.2.4 any reasonable and proper rent for premises let by any Student Member or Company Law 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 Sabbatical Trustee or Connected Person for any goods or services supplied to the Union on the instructions of the Trustees provided that:
- (a) for the avoidance of doubt, the authorisation under this provision shall extend to the remuneration of Sabbatical Trustees and Connected Persons under contracts of employment with the Union;
  - (b) subject to Article 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 47 (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 47 (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 half of the Trustees in any financial year (and for these purposes such provision shall be treated as applying to a Trustee if it applies to a person who is a Connected Person in relation to that Trustee); and
  - (f) at all times the provisions of the Education Act are complied with;
- 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 58; and
- 6.3.8 any payments authorised in writing by the Charity Commission.
- 6.4 A Trustee may receive the following benefits from any Subsidiary Company:
- 6.4.1 a Trustee or a person who is Connected with a Trustee may receive a benefit from any Subsidiary Company in their capacity as a beneficiary of the Union or of any Subsidiary Company;
- 6.4.2 a Trustee or a person who is Connected with a Trustee may be reimbursed by any Subsidiary Company for, or may pay out of any Subsidiary Company's property, reasonable expenses properly incurred by them when acting on behalf of any Subsidiary Company;
- 6.4.3 a Trustee or a person who is Connected with a Trustee may be paid reasonable and proper remuneration by any Subsidiary Company for any goods or services supplied to any Subsidiary Company, with the prior approval of the Trustees, (including services performed under a contract of employment with any Subsidiary Company or otherwise) provided that this provision and Article 6.3.3 may not apply to more than half of the Trustees in any financial year (and for these purposes this provision shall be treated as applying to a Trustee if it applies to a person who is Connected with that Trustee);
- 6.4.4 a Trustee or a person who is Connected with a Trustee may, with the prior approval of the Trustees, receive interest at a reasonable and proper rate on money lent to any Subsidiary Company;
- 6.4.5 a Trustee or a person who is Connected with a Trustee may, with the prior approval of the Trustees, receive reasonable and proper rent for premises let to any Subsidiary Company;
- 6.4.6 any Subsidiary Company may pay reasonable and proper premiums in respect of indemnity insurance for its Directors and Officers; and
- 6.4.7 a Trustee or a person who is Connected with a Trustee may receive payment under an indemnity from any Subsidiary Company in accordance with the constitution of the relevant Subsidiary Company;
- provided that the affected Trustee may not take part in any decision of the Trustees to approve a benefit under Articles 6.4.3, 6.4.4 or 6.4.5.
- 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 half of the Trustees, the Union may continue to pay remuneration to its Sabbatical Trustees and any Connected Persons receiving

remuneration in accordance with Article 6.3.3 provided that the Union uses all reasonable endeavours to fill the vacancy as soon as possible.

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

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

- 7.1 payment of the Union's debts and liabilities contracted before they cease to be a Company Law 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 Company Law Members or Student 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 Any amendment to the Union's Articles of Association shall require the following:
  - 9.2.1 The circulation by the Board of Trustees of a proposal to amend the Articles to all the Student Members (the "Proposal");
  - 9.2.2 A period of time (as set out in the Bye-Laws) during which any amendments to the Proposal may be submitted to the Board of Trustees;
  - 9.2.3 The circulation by the Board of Trustees to all the Student Members of a resolution to approve either the Proposal or a revised Proposal incorporating these amendments submitted in accordance with Article 9.2.2 which the Board of Trustees in their absolute discretion have accepted;
- (a) a Secure Petition agreed to by at least 500 Student Members; or
- (b) a majority vote of the Student Council;

- 9.2.4 A resolution passed at a Student Members' Meeting or in a Referendum by a two thirds majority vote approving the Proposal or the revised Proposal (as the case may be);
- 9.2.5 A special resolution of the Company Law Members making the amendments to the Articles that have been approved by resolution of the Student Members in accordance with Article 9.2.4.; and
- 9.2.6 The approval of Cardiff University's University Council.

## **PART 2**

### **MEMBERS**

#### **10. Members of the Union**

10.1 The Members of the Union shall be as follows:

10.1.1 Student Members; and

10.1.2 Company Law Members.

10.2 The Union may also have non-ordinary members in accordance with Article 15.

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

#### **11. Student Members**

11.1 The Student Members of the Union shall be as follows:

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

11.1.2 the Sabbatical Trustees of the Union.

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

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

#### **12. Termination of Student Membership**

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

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

12.2 they cease to be a Sabbatical Trustee;

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

12.4 a decision is made to remove them from Student Membership of the Union in accordance with the Union's code of conduct.

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

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

- 13.1 The Trustees from time to time shall be the only Company Law Members of the Union.
- 13.2 A Trustee shall become a Company Law Member on becoming a Trustee.
- 13.3 The names of the Company Law Members of the Union shall be entered in the Register of Company Law Members.

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

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

### **15. 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.

### **16. Code of Conduct**

- 16.1 The Board of Trustees will establish and monitor a “code of conduct” that all Student Members shall be required to adhere to, including when Student Members are involved in activities or at events that are administered or organised by the Union.
- 17. The code of conduct may include a range of sanctions for breach of the code of conduct by a Student Member, including the suspension or removal of any or all of the rights and privileges of Student Membership, including the holding of office.

## ***REFERENDA***

### **18. Referenda**

- 18.1 Subject to Article 28.1 a Referendum may be called on any issue by:
  - 18.1.1 a resolution of the Trustees;
  - 18.1.2 a simple majority vote of the Student Council; or
  - 18.1.3 a Secure Petition signed by at least 500 Student Members.
- 18.2 A resolution may only be passed by Referendum if at least 1,500 of the Student Members cast a vote in the Referendum and a simple majority of the votes cast are in favour of the resolution.

- 18.3 Referenda shall be conducted in accordance with these Articles and the Bye-Laws.
- 18.4 Subject to Article 31.3, the Student Members may set Policy by Referenda. Policy set by Referenda may overturn Policy set by the Student Council but not Policy set by the Student Members at a Student Members' Meeting or the Student Members' Annual General Meeting.

### ***STUDENT MEMBERS' ANNUAL GENERAL MEETING AND OTHER STUDENT MEMBERS' MEETINGS***

#### **19. Student Members' Annual General Meeting**

- 19.1 The Union shall hold a Student Members' Annual General Meeting once in each Academic Year which shall be called and held in accordance with the Bye-Laws. The Student Members' Annual General Meeting shall be held at such time and place as the Trustees shall think suitable to allow the maximum number of Student Members to attend. For the avoidance of doubt, the Student Members' Annual General Meeting is a Student Members' Meeting.
- 19.2 The notice of the Student Members' Annual General Meeting must state the business to be transacted which shall include:
- 19.2.1 ratification of minutes of the previous Student Members' Annual General Meeting;
  - 19.2.2 receiving the report of the Trustees on the Union's activities since the previous Student Members' Annual General Meeting;
  - 19.2.3 receiving the accounts of the Union for the previous financial year;
  - 19.2.4 approving the list of affiliations of the Union; and
  - 19.2.5 open questions to the Trustees by the Student Members.
- 19.3 The Union may hold other Student Members' Meetings in addition to the Student Members' Annual General Meeting. Such meetings shall be called and held in accordance with the Bye-Laws.
- 19.4 For the avoidance of doubt, any Student Members' Meeting held under this Article (19) shall not be a Company Law Meeting of the Union nor a general meeting of the voting members of the Union for the purposes of the Companies Acts. The Company Law Members shall not be entitled to receive notice of or vote at any Student Members' Meeting held under this Article (19).

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

#### **20. Company Law Meetings**

- 20.1 The Trustees may call a Company Law Meeting at any time.
- 20.2 Such meetings:

- 20.2.1 shall be general meetings of the voting members of the Union; and
  - 20.2.2 must be held in accordance with the provisions regarding such meetings for the purposes of and as specified in the Companies Acts.
- 20.3 A Company Law Meeting will only be required where the Union wishes to pass a company law resolution (other than by way of written resolution) in accordance with the Articles and/or the Companies Acts, for example a resolution to amend the Union's Articles of Association. Only Company Law Members shall be entitled to receive notice of, attend and vote at a Company Law Meeting.

## **WRITTEN RESOLUTIONS**

### **21. Written Resolutions**

21.1 Subject to this Article (21), a written resolution agreed by:

21.1.1 Company Law Members representing a simple majority; or

21.1.2 (in the case of a special resolution) Company Law Members representing not less than 75%;

of the total voting rights of eligible Company Law Members shall be effective.

21.2 On a written resolution each Company Law Member shall have one vote but Student Members shall not be entitled to any voting rights.

21.3 A written resolution is not a special resolution unless it stated that it was proposed as a special resolution.

#### ***Circulation***

21.4 A copy of the proposed written resolution must be sent to every eligible Company Law Member together with a statement informing the Company Law Member how to signify their agreement and the date by which the resolution must be passed if it is not to lapse.

21.5 In relation to a resolution proposed as a written resolution of the Union the eligible Company Law Members are the Company Law Members who would have been entitled to vote on the resolution on the Circulation Date of the resolution.

21.6 The required majority of eligible Company Law Members must signify their agreement to the written resolution within the period of 28 days beginning with the Circulation Date.

21.7 Communications in relation to written resolutions must be sent to the Union's auditors in accordance with the Companies Acts.



### ***Signifying agreement***

- 21.8 A Company Law Member signifies their agreement to a proposed written resolution when the Union receives from them (or from someone acting on their behalf) an authenticated document:
- 21.8.1 identifying the resolution to which it relates; and
  - 21.8.2 indicating the Company Law Member's agreement to the resolution.
- 21.9 For the purposes of Article 21.8:
- 21.9.1 a document sent or supplied in Hard Copy Form is sufficiently authenticated if it is signed by the person sending or supplying it; and
  - 21.9.2 a document sent or supplied in Electronic Form is sufficiently authenticated if:
    - (a) the identity of the sender is confirmed in a manner specified by the Union; or
    - (b) where no such manner has been specified by the Union, if the communication contains or is accompanied by a statement of the identity of the sender and the Union has no reason to doubt the truth of that statement.
  - 21.9.3 If the Union gives an electronic address in any document containing or accompanying a written resolution, it will be deemed to have agreed that any document or information relating to that resolution may be sent by Electronic Means to that address (subject to any conditions or limitations specified in the document).

## PART 3

### TRUSTEES

#### *APPOINTMENT AND RETIREMENT OF TRUSTEES*

#### 22. **Appointment of Trustees**

The Trustees shall be made up of the following persons:

- 22.1 not more than 7 Sabbatical Trustees, elected in accordance with Article 23;
- 22.2 not more than 3 Student Trustees, elected in accordance with Article 24;
- 22.3 not more than 2 University-nominated Trustees, appointed in accordance with Article 25; and
- 22.4 not more than 3 External Trustees, appointed in accordance with Article 26.

#### 23. **Sabbatical Trustees**

- 23.1 The Sabbatical Trustees shall be elected by secret ballot by the Student Members of the Union at an election to be held in accordance with the Bye-Laws.
- 23.2 Up to 7 Sabbatical Trustees shall be elected in accordance with Article 23.1 to posts specified in the Bye-Laws and shall include the President. Each of these Sabbatical Trustees shall hold office as a Sabbatical Trustee until they cease to be a Sabbatical Trustee in accordance with Articles 27 or 28. Except where otherwise indicated, references in these Articles to “Sabbatical Trustees” are to individuals acting solely in their capacity as Sabbatical Trustees.
- 23.3 The Sabbatical 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, a Sabbatical Trustee may be re-elected for a maximum further term of one year by the Student Members of the Union at an election to be held in accordance with the Bye-Laws. For the avoidance of doubt, a Sabbatical Trustee’s terms of office may be either consecutive or non-consecutive.
- 23.4 Each Sabbatical Trustee must be a Student or a Sabbatical Trustee at the time of their election. In accordance with Article 11, each Sabbatical Trustee shall become a Student Member of the Union on commencement of their appointment or re-appointment as a Sabbatical Trustee. Such Student Membership shall cease when the Sabbatical Trustee ceases to be a Sabbatical Trustee
- 23.5 The Sabbatical Trustees shall be deemed to be “major union office holders” for the purposes of Section 22 of the Education Act.
- 23.6 At the same time as commencing the term of office as a Sabbatical Trustee, the Sabbatical Trustee will enter into a contract of employment with Cardiff University Students’ Union for a term to be determined by the Bye-Laws. The duties and

method of remuneration of each Sabbatical Trustee shall be as set out in the Bye-Laws.

#### **24. Student Trustees**

24.1 Subject to Article 24.2 below, up to 3 Student Trustees shall be elected by a 75% majority vote of the Student Council from such persons as have been nominated by the Appointments & Remuneration Committee.

24.2 Each Student Trustee must be a Student at the time of their election (and shall continue to be a Student for the duration of their term as a Student Trustee).

24.3 Unless their appointment is terminated in accordance with Articles 27, 28 or 29, Student 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 the alteration of the year start or end.

24.4 A Student Trustee may serve a maximum of two consecutive terms.

#### **25. University Nominated Trustees**

25.1 Up to two University Nominated Trustees shall be appointed by the University Council provided that the appointment of each University Nominated Trustee is ratified by a 75% majority vote of the Student Council and that at least one of the University Nominated Trustees is a member of the University Council. For the avoidance of doubt, such appointments shall not take effect until it has been ratified by the Student Council.

25.2 Unless their appointment is terminated in accordance with Articles 27, 28 or 29, University Nominated Trustees shall remain in office for a term of up to four years commencing in accordance with the Bye-Laws.

25.3 University Nominated Trustees may serve for a maximum of four terms which may be either consecutive or non-consecutive.

#### **26. External Trustees**

26.1 Up to three External Trustees shall be appointed by a simple majority vote of the Appointments & Remuneration Committee provided that the appointment of each External Trustee is ratified by a 75% majority vote of the Student Council. For the avoidance of doubt, such appointment shall not take effect until it has been ratified by the Student Council.

26.2 Unless their appointment is terminated in accordance with Articles 27, 28 or 29, External Trustees shall remain in office for a term of up to four years commencing in accordance with the Bye-Laws.

26.3 External Trustees may serve for a maximum of four terms which may either be consecutive or non-consecutive.

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

The office of a Trustee shall be vacated if:

- 27.1 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;
- 27.2 they become prohibited by law from being a Charity Trustee;
- 27.3 in the case of a Sabbatical Trustee, they cease to be an employee of the Union or cease to be a Student;
- 27.4 in the case of a Student Trustee, they cease to be a Student;
- 27.5 in the case of a Sabbatical Trustee or a Student Trustee, they are removed from Student Membership of the Union in accordance with the Union's code of conduct;
- 27.6 they resign 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);
- 27.7 the Trustees reasonably believe they are suffering from mental or physical disorder and is incapable of acting as a Trustee and they resolve that they be removed from office;
- 27.8 they fail to attend three consecutive meetings of the Trustees and in the opinion of the Trustees there are no mitigating circumstances for that failure and the Trustees therefore resolve that they be removed for this reason;
- 27.9 they die; or
- 27.10 they are removed from office under Article 28 or 29.

**28. Removal of Trustees by the Student Members or the Student Council**

The office of a Trustee shall be vacated if:

- 28.1 a motion of no confidence in the Trustee is passed by a simple majority of the Student Members voting in a Referendum, provided that at least 1,500 of the Student 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 Student Members; or
- 28.2 a motion of no confidence in the Trustee is passed by a 75% majority in a vote of the Student Council

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

**29. Removal of Trustees by the Board**

The office of Student Trustee, University Nominated Trustee or 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 43.

### **30. Replacement of Trustees**

- 30.1 If a Sabbatical Trustee resigns, is disqualified or is removed from office at any time prior to or after the commencement of the Academic Year, the vacancy that results on the Board of Trustees shall be filled in accordance with the Bye-Laws. Any person elected under this Article may be required to assume the responsibilities of the Sabbatical Trustee.
- 30.2 If a Student Trustee, University Nominated Trustee or External Trustee resigns, is disqualified or is removed from office, a Student Trustee, University Nominated Trustee or External Trustee (as appropriate) shall be appointed to the vacancy in accordance with Article 24.1, 25.1 or 26.1 respectively.

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

#### **31. Trustees' General Authority**

- 31.1 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.
- 31.2 The Board's powers under Article 31.1 shall include but not be limited to responsibility for:
- 31.2.1 the governance of the Union;
  - 31.2.2 the budget of the Union; and
  - 31.2.3 the strategy of the Union.
- 31.3 The Board of Trustees may override any decision or Policy made by the Student Members at a Student Members' Annual General Meeting or at any Student Members' Meeting or by Referendum or by the Student Council which the Trustees consider (in their absolute discretion):
- 31.3.1 has or may have any financial implications for the Union;
  - 31.3.2 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);
  - 31.3.3 is not or may not be in the best interests of the Union or all or any of its charitable objects; or
  - 31.3.4 will or may otherwise affect the discharge of any or all of the responsibilities referred to in Article 31.2.
- 31.4 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.

31.5 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:

31.5.1 was not properly appointed;

31.5.2 was disqualified from holding office;

31.5.3 had vacated office; or

31.5.4 was not entitled to vote.

## 32. Trustees may Delegate

32.1 Subject to the Articles, the Trustees may delegate any of the powers which are conferred on them under the Articles:

32.1.1 to such person or committee;

32.1.2 by such means (including by power of attorney);

32.1.3 to such an extent;

32.1.4 in relation to such matters or territories; and

32.1.5 on such terms and conditions as they think fit.

32.2 If the Trustees so specify, any such delegation may authorise further delegation of the Trustees' powers by any person to whom they are delegated.

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

## 33. Committees

33.1 In the case of delegation to committees:

33.1.1 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);

33.1.2 subject to Article 33.3, 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;

33.1.3 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; and

33.1.4 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.

33.2 The Trustees shall establish:-

- a) A Leadership Team as further described in Article 35;
- b) A Committee with specific responsibility for and oversight of the Union's financial performance and sustainability
- c) Such other Committees and/or Sub-Committees as it requires in order to discharge its functions and responsibilities, in accordance with Articles 32 and 33.1.

33.3 For the avoidance of doubt, the Trustees may (in accordance with Articles 32 and 31.1) 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.

33.4 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.

#### **34. Delegation of day-to-day Management Powers to the Chief Executive**

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

34.1 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;

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

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

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

34.5 The President shall be responsible for day-to-day liaison with the Chief Executive in respect of the operations of the Union.

#### **35. The Leadership Team**

35.1 Unless the Trustees determine otherwise, the Leadership Team shall include:

35.1.1 the Sabbatical Trustees; and

- 35.1.2 up to six senior managers of the Union appointed by the Chief Executive from time to time, provided that there are more Sabbatical Trustees than senior managers as members of the Leadership Team.
- 35.2 The Leadership Team's responsibility shall not include the duties of the Trustees as set out in Article 31 but shall include the coordination of the Union's operational and political objectives whilst implementing Policy save in so far as these responsibilities have not been delegated to another committee.
- 35.3 The Leadership Team shall meet in accordance with the Bye-Laws.

### ***DECISION-MAKING BY TRUSTEES***

**36. 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 46 (Decisions without a meeting).

**37. Trustees' Meetings**

- 37.1 The Trustees shall hold a minimum of four meetings in any Academic Year.
- 37.2 Guests or observers can attend meetings of the Trustees at the discretion of the Chair of the Meeting.

**38. Calling a Trustees' Meeting**

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

**39. Length of Notice**

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

- 39.1 all the Trustees agree; or
- 39.2 urgent circumstances require shorter notice.

**40. Contents of Notice**

Every notice calling a Trustees' meeting shall specify:

- 40.1 the place, day and time of the meeting;
- 40.2 the general particulars of all business to be considered at such meeting; and
- 40.3 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.



#### **41. 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.

#### **42. Participation in Trustees' Meetings**

42.1 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.

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

42.3 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 are.

#### **43. Quorum for Trustees' Meetings**

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

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

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

#### **44. Chair and Deputy Chair**

44.1 The President shall be the Chair of the Trustees.

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

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

#### 45. **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 they may have.

#### 46. **Decisions without a Meeting**

46.1 The Trustees may take a unanimous decision without a Trustees' meeting by indicating to each other in writing, 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.

46.2 A decision which is made in accordance with Article 46.1 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:

46.2.1 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;

46.2.2 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;

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

46.2.4 the Recipient must prepare a minute of the decision in accordance with Article 53.

#### 47. **Trustee Interests and Management of Conflicts of Interest**

##### ***Declaration of Interests***

47.1 Unless Article 47.2 applies, a Trustee must declare the nature and extent of:

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

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

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

### ***Participation in Decision-Making***

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

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

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

- (a) any benefit received in their or its capacity as a beneficiary of the Union (as permitted under Article 6.3.1) and which is available generally to the beneficiaries of the Union;
- (b) the payment of premiums in respect of indemnity insurance effected in accordance with Article 5.29;
- (c) payment under the indemnity set out at Article 58; and
- (d) reimbursement of expenses in accordance with Article 6.3.2; or

47.4.2 a majority of the other Trustees participating in the decision-making process decide to the contrary;

in which case they must comply with Article 47.5.

47.5 If a Trustee with a conflict of interest or conflict of duties is required to comply with this Article (47.5), they must:

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

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

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

### ***Continuing Duties to the Union***

47.6 Where a Trustee has a conflict of interest or conflict of duties and the Trustee has complied with their obligations under these Articles in respect of that conflict:

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

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

48. **Register of Trustees' Interests**

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

## PART 4

### STUDENT COUNCIL

#### 49. Student Council

49.1 The Student Council, which may from time to time be known by another name for publicity purposes, as specified in the Bye-Laws, shall have the authority to:

49.1.1 represent the voice of the Students;

49.1.2 subject to Article 31.3, set the Policy of the Union and refer Policy to Referenda of the Student Members or to the Student Members at a Student Members' Annual General Meeting or a Student Members' Meeting (in accordance with the Bye-Laws);

49.1.3 make, repeal and amend the Bye-Laws jointly with the Trustees in accordance with Article 50;

49.1.4 receive a quarterly report from the Trustees;

49.1.5 receive the budget for the Union at its first meeting of the Academic Year; and

49.1.6 appoint non-ordinary members in accordance with the Bye-Laws.

49.2 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

#### 50. **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.

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

##### *Methods of Communication*

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

51.1.1 in Hard Copy Form;

51.1.2 in Electronic Form; or

51.1.3 by making it available on a website.

51.2 Where a document or information which is required or authorised to be sent or supplied by the Union under the Companies Acts is sent or supplied in Electronic Form or by making it available on a website, the recipient must have agreed that it may be sent or supplied in that form or manner or be deemed to have so agreed under the Companies Acts (and not revoked that agreement). Where any other document or information is sent or supplied in Electronic Form or made available on a website the Trustees may decide what agreement (if any) is required from the recipient.

51.3 Subject to the Articles, any notice or document to be sent or supplied to a Trustee in connection with the taking of decisions by Trustees may also be sent or supplied by the means which that Trustee has asked to be sent or supplied with such notices or documents for the time being.

##### *Deemed Delivery*

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

51.5 Where any document or information is sent or supplied by the Union to the Company Law Members:

51.5.1 where it is sent by post it is deemed to have been received 48 hours (including Saturdays, Sundays, and Public Holidays) after it was posted;

51.5.2 where it is sent or supplied by Electronic Means, it is deemed to have been received on the same day that it was sent;

51.5.3 where it is sent or supplied by means of a website, it is deemed to have been received:

(a) when the material was first made available on the website; or

(b) if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.

51.6 Subject to the Companies Acts, a Trustee or any other person (other than in their capacity as a Company Law Member) may agree with the Union that notices or documents sent to that person in a particular way are deemed to have been received within a specified time, and for the specified time to be less than 48 hours.

### ***Failed Delivery***

51.7 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:

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

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

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

### ***Exceptions***

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

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

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

51.10 The provisions of the Companies Acts shall apply to communications to the Union.

### **52. Secretary**

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

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

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

### **53. Minutes**

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

53.1.1 of all appointments of officers made by the Trustees;

53.1.2 of all resolutions of the Union and of the Trustees; and

53.1.3 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 Student Member or Trustee of the Union, be sufficient evidence of the proceedings.

53.2 The minutes referred to in Article 53.1 above must be kept for at least ten years from the date of the meeting, resolution or decision.

53.3 The minutes of the meetings referred to in Article 53.1 above shall normally be considered open, except where those minutes relate to any reserved or confidential matters, including without limitation staff-related or disciplinary matters.

53.4 Where the minutes contain confidential information, a summary of decisions taken, which does not include said information, shall be available to the Student Members on the Union's website. Copies of the minutes shall also be kept in the Union's offices.



## **54. Records and Accounts**

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

54.1.1 annual reports;

54.1.2 annual returns; and

54.1.3 annual statements of account.

54.2 The Student Members of the Union have the right to ask the Trustees questions in writing about the content of any documents referred to in Article 54.1.

## **55. 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.

## **56. 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 Student Members' Meeting as if a Student Member and shall also have the right to receive accounts of the Union when available to Student Members.

## **57. Exclusion of Model Articles**

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

### ***TRUSTEES' INDEMNITY***

## **58. 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 them in defending any proceedings, whether civil or criminal, in which judgment is given in their favour or in which they are acquitted or in connection with any application in which relief is granted to them 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 them in the execution and discharge of their duties or in relation thereto.

## **DEFINITIONS AND INTERPRETATION**

### **59. Defined Terms**

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

<b>Term</b>	<b>Meaning</b>
59.1.1 <b>“Academic Year”</b>	the period between 1 <sup>st</sup> August in one year to 31 <sup>st</sup> July in the next year determined by the Union as the period during which Students are required to be registered with Cardiff University;
59.1.2 <b>“address”</b>	includes a postal or physical address and a number or address used for the purpose of sending or receiving documents by Electronic Means;
59.1.3 <b>“Articles”</b>	these articles of association of the Union;
59.1.4 <b>“Board of Trustees” or “Board”</b>	the board of Trustees of the Union;
59.1.5 <b>“Bye-Laws”</b>	the bye-laws setting out the working practices of the Union made from time to time in accordance with Article 51;
59.1.6 <b>“Cardiff University”</b>	Cardiff University, incorporated by Royal Charter in 1883;
59.1.7 <b>“Chair”</b>	the Chair of the Board of Trustees, who shall be the President of the Union in accordance with Article 44.1;
59.1.8 <b>“Chair of the meeting”</b>	in the case of Trustees’ meetings means the person chairing the meeting in accordance with Article 44;
59.1.9 <b>“Chief Executive”</b>	the chief executive of the Union who is appointed by the Board of Trustees;
59.1.10 <b>“Circulation Date”</b>	in relation to a written resolution, has the meaning given to it in the Companies Acts;
59.1.11 <b>“clear days”</b>	in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;

59.1.12	<b>“Code of Practice”</b>	the code of practice relating to Cardiff University’s obligations under Section 22 of the Education Act;
59.1.13	<b>“Committee”</b>	a group of individuals appointed by the Board of Trustees, comprising Trustees and/or non-Trustees given delegated authority by the Board of Trustees to act on their behalf.
59.1.14	<b>“Companies Acts”</b>	means the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Union;
59.1.15	<b>“Company Law Meeting”</b>	a general meeting of the Company Law Members of the Union for the purposes of the Companies Acts;
59.1.16	<b>“Company Law Members”</b>	members of the Union for the purposes of the Companies Acts, as defined in Article 13;
59.1.17	<b>“Conflict of Interest”</b>	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, as defined in Article 47;
59.1.18	<b>“Connected Person”</b>	any person falling within one of the following categories and where payment to that person might result in the Trustee obtaining benefit: 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 their 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;
59.1.19	<b>“Deputy Chair”</b>	the deputy chair of the Board of Trustees, who shall be appointed in accordance with Article 44.2;
59.1.20	<b>“document”</b>	includes summons, notice, order or other legal process and includes, unless otherwise specified, any document sent or supplied in Electronic Form;
59.1.21	<b>“Education Act”</b>	the Education Act 1994;

59.1.22	<b>“Electronic Form and Electronic Means”</b>	has the meaning given in Section 1168 of the Companies Act 2006;
59.1.23	<b>“External Trustee”</b>	a Trustee appointed in accordance with Article 26.1 who for the avoidance of doubt shall not be deemed to be either a major union office holder or a sabbatical union office holder for the purposes of Section 22 of the Education Act;
59.1.24	<b>“financial expert”</b>	an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;
59.1.25	<b>“Hard Copy” and “Hard Copy Form”</b>	have the meanings respectively given to them in the Companies Act 2006;
59.1.26	<b>“Leadership Team”</b>	means the committee comprising the Sabbatical Trustees and up to six Senior Managers of the Union as further described in Article 35;
59.1.27	<b>“Policy”</b>	representative and campaigning policy set by Referenda or the Student Council in accordance with Article 18 and Article 49 respectively or by the Student Members at a Student Members’ Annual General Meeting or a Student Members’ Meeting;
59.1.28	<b>“President”</b>	the president of the Union, as elected by the Student Members in accordance with the Bye-Laws;
59.1.29	<b>“RAG”</b>	the Raise and Give society which develops students by providing them with an opportunity to raise funds for charitable causes;
59.1.30	<b>“Referendum”</b>	a ballot in which all Student Members of the Union are entitled to cast a vote, the protocol for which shall be set out in the Bye-Laws;
59.1.31	<b>“Sabbatical Trustee”</b>	a Trustee elected in accordance with Article 23 (each of whom is a “major union office holder” for the purposes of section 22 of the Education Act);
59.1.32	<b>“Secure Petition”</b>	a written request to the Union which shall be fixed in a pre-arranged place or places or held securely on-line;

59.1.33	<b>“Student”</b>	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;
59.1.33	<b>“Student Council”</b>	the Student body elected by and from Students constituted in accordance with these Articles and the Bye-Laws of the Union;
59.1.35	<b>“Student Member”</b>	student members of the Union as defined in Article 11 and being Students at Cardiff University as further defined in Article 11.1.1 and the Sabbatical Trustees;
59.1.36	<b>“Student Trustee”</b>	a Trustee appointed in accordance with Article 24.1 who for the avoidance of doubt shall not be deemed to be either a major union office holder or a sabbatical union office holder for the purposes of Section 22 of the Education Act;
59.1.37	<b>“Subsidiary Company”</b>	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;
59.1.38	<b>“Trustee” and “Trustees”</b>	the directors of the Union as defined in Article 22 and being the Sabbatical Trustees, the Student Trustees, The University Nominated Trustees and the External Trustees;
59.1.39	<b>“Union”</b>	Cardiff University Students’ Union;
59.1.40	<b>“University Nominated Trustee”</b>	a Trustee appointed in accordance with Article 25.1 who for the avoidance of doubt shall not be deemed to be either a major union office holder or a sabbatical union office holder for the purposes of Section 22 of the Education Act; and
59.1.41	<b>“writing”</b>	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.

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

“they”, “them”, “their”, “theirs”, and themselves, where used to describe a person, shall be taken to refer to that person, irrespective of that person’s gender identity.

59.3 Subject to Article 59.4, 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.

59.4 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.