

**Memorandum  
and  
Articles of Association  
of  
London Metropolitan University Students' Union**

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## BACKGROUND

1. London Metropolitan University Students' Union (the "Union") is a students' union within the meaning of the Education Act. The Union represents the educational interests and welfare of its Members.
2. The Union will seek at all times to:
  - a) ensure that the diversity of its Membership is recognised and that equal access is available to all Members of any background;
  - b) pursue its purpose and strategy, driven by members, but independent of any political party or religious group; and
  - c) pursue equal opportunities by taking positive action where necessary within the law to facilitate the participation of all groups across society.
3. These Articles have been structured to give the 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 Trustees will give the utmost consideration to the views of Members.
4. Under the Education Act, London Metropolitan 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 collaborates with London Metropolitan 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 61. If any dispute arises in relation to the interpretation of these Articles or any of the Bye-Laws, it shall be resolved by the Trustees.

#### 2. Objects

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

- 2.1 promoting the educational interests and welfare of Students at London Metropolitan University during their course of study and representing, supporting and advising Students;
- 2.2 being the recognised representative channel between Students and London Metropolitan University and any other external bodies; and
- 2.3 providing social, cultural, and recreational activities and forums for discussions and debate for the personal development of its Students.

#### 3. Powers

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

- 3.1 provide services and facilities for Members;
- 3.2 establish, support, promote and operate a network of student activities for Members;
- 3.3 support any 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;
- 3.4 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 related bodies and institutions regarding the reform, development and implementation of policies, legislation and regulations effecting students, 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;

- 3.5 write, make, commission, print, publish or distribute materials or information or assist in these activities;
- 3.6 promote, initiate, develop or carry out education and training and arrange, provide or assist with exhibitions, lectures, meetings, seminars, displays, classes or similar;
- 3.7 promote, encourage, carry out or commission research, surveys, studies or other work and publish the results;
- 3.8 provide or appoint others to provide advice, guidance, representation and advocacy;
- 3.9 co-operate with other organisations and exchange information and advice with them;
- 3.10 become a member, affiliate or associate of other organisations;
- 3.11 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);
- 3.12 purchase or acquire all or any of the property, assets, liabilities and engagements of any charity with objects similar to the Union's objects;
- 3.13 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;
- 3.14 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);
- 3.15 purchase, lease, hire or receive property of any kind including land, buildings and equipment and maintain and equip it for use;
- 3.16 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);
- 3.17 make grants or loans of money and give guarantees;
- 3.18 set aside funds for special purposes or as reserves against future expenditure;
- 3.19 invest and deal with the Union's money not immediately required for its objects in or upon any investments, securities, or property;

- 3.20 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;
- 3.21 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;
- 3.22 lend money and give credit to, take security for such loans or credit and guarantee or give security for the performance of contracts by any person or company;
- 3.23 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;
- 3.24 trade in the course of carrying out any of its objects and carry on any other trade which is not expected to give rise to taxable profits;
- 3.25 establish or acquire subsidiary companies to carry on any trade;
- 3.26 subject to Article 6 (Limitation on private benefits), employ and pay employees and professionals or other advisor
- 3.27 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;
- 3.28 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 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);

3.29 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 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 53 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 43 must be followed by the relevant Trustee in relation to any decisions regarding such Connected Person;
- e) subject to Article 6.6, this Person 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

6.3.7 any payments made to any Trustee or officer under the indemnity provisions set out at Article 64 ; 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 6.3 and 6.4.

6.5 For any transaction authorised by Article 6.3 or Article 6.4, the Trustee's duty (arising under the Companies Acts) 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 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 The London Metropolitan University shall be required to review the provisions of the Union's Articles of Association at intervals of not more than five years as part of a wider Governance Review, which shall be led by the Union itself.
- 9.2 The approval of the London Metropolitan University shall be required for any amendments to the Union's Articles of Association.
- 9.3 Any amendment to the Union's Articles of Association shall require the following:
  - 9.3.1 The circulation by the Board of Trustees of a proposal to amend the Articles to all the Student Members (the "Proposal");
  - 9.3.2 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;
  - 9.3.3 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 Articles 9.3.1 and 9.3.2 which the Board of Trustees in their absolute discretion have accepted;
  - 9.3.4 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); or
  - 9.3.5 A special resolution of the Company Law Members making the amendments to the Articles that have been approved by resolution of the Student Members
- 9.4 The approval of London Metropolitan University.

**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 associate members in accordance with Article 11.

10.3 Student Members

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

10.3.1.1 each and every student who has not opted out by notifying London Metropolitan University or the Union of their wish not to be a Student Member of the Union; and

10.3.1.2 the Sabbatical Officers of the Union.

10.4 Student Members of the Union shall be entitled to the benefits set out in the Relationship Agreement

10.5 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:

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

10.5.2 they cease to be a Sabbatical Officer;

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

10.5.4 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**

10.6 Trustees as Company Law Members

10.6.1 The Trustees from time to time shall be the only Company Law Members of the Union

10.6.2 A Trustee shall become a Company Law Member on becoming a Trustee.

#### 10.7 Termination of Company Law Membership

10.7.1 A Company Law Member shall cease to be a Company Law Member if they cease to be a Trustee.

10.7.2 Company Law Membership is not transferable and shall cease on death.

### 11 Associate members

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

### 12 Code of Conduct

12.1 The Trustees will establish and monitor a “code of conduct” that all Members shall be required to adhere to, including when Members are involved in activities or at events that are administered or organised by the Union.

12.2 The code of conduct may include a range of sanctions for breach of the code of conduct by a Member, including the suspension or removal of any or all of the rights and privileges of membership, including the holding of office.

## ***REFERENDA***

### 13 Referenda

13.1 A Referendum may be called on any issue by:

13.1.1 agreement of the Trustees; or

13.1.2 a majority vote of the Student Council; or

13.1.3 a Secure Petition signed by at least 2% of the Membership, except in the case of a Referendum to pass a motion of no confidence in an Elected Officer where the Secure Petition must be signed by at least 2% of the Membership in accordance with Article 27.2.1.

13.2 Subject to Articles 27.2 .2 and 27.3, a resolution may only be passed by Referendum if at least 2% of the Membership 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 29.3 , the Members may set Policy by Referenda. Policy set by referenda may overturn Policy set by the Student Council which in turn may be overturned by policy set by the Membership in general meeting or at an annual Members' meeting.

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

#### **14 Student Members' meetings**

- 14.1 The Union shall hold an annual Student Members' Meeting once in each Academic Year which shall be called and held in accordance with the Bye-Laws. The annual Student Members' Meeting shall be held at such a place as the Trustees shall think suitable to allow the maximum number of Student Members to attend.
- 14.2 The notice of the annual Student Members' meeting must state the business to be transacted which shall include at least the following:
- 14.2.1 ratification of minutes of the previous annual Student Members' Meeting;
  - 14.2.2 receiving a report of the Trustees on the Union's activities since the previous annual Student Members' Meeting;
  - 14.2.3 receiving the accounts of the Union for the previous financial year;
  - 14.2.4 approving the list of affiliations of the Union; and
  - 14.2.5 open questions to the Trustees by the Student Members.
- 14.3 The Union may hold other Student Members' Meetings in addition to the annual Student Members' meeting. Such meetings shall be called and held in accordance with the Bye-Laws.
- 14.4 For the avoidance of doubt, any Student Members' Meeting held under this Article shall not be a Company Law Meeting of the Union for the purposes of the Companies Acts.

#### **15 Location of meetings**

A Student Members' Meeting may be held at a particular place, remotely by video-conferencing or other electronic or technological means, or a hybrid meeting including both physical and remote attendance. The Trustees may, in their discretion, make such arrangements as they consider appropriate to enable those attending a Student Members meeting to participate in the meeting, including, without limitation, arrangements involving telephone or video conferencing and/or use of electronic facilities and/or electronic

platforms. A person participating in a Student Members' Meeting by video-conferencing or other electronic or technological means facilitated in accordance with this Article shall be deemed, for the purposes of the Articles and Bylaws, to be attending that meeting.

## **16 Quorum for Student Members Meeting**

- 16.1 No business shall be transacted at any Student Members' Meeting unless a quorum is present.
- 16.2 100 Student Members entitled to vote upon the business to be transacted shall be the quorum.
- 16.3 If a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall stand adjourned 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 then the quorum shall be those student members present.

## **COMPANY LAW MEETINGS**

### **17 Company Law Meetings**

- 17.1 The Trustees may call a Company Law Meeting at any time.
- 17.2 Such meetings must be held in accordance with the provisions regarding such meetings in the Companies Acts.
- 17.3 A Company Law Meeting will usually 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, including but not limited to a resolution to amend the Union's Articles of Association.
- 17.4 The quorum of the meeting shall be 50% of members plus 1 with a majority of student members present.

## **WRITTEN RESOLUTIONS**

### **18 Written Resolutions**

- 18.1 Subject to this Article a written resolution agreed by:
  - 18.1.1 Company Law Members representing a simple majority; or
  - 18.1.2 (in the case of a special resolution) Company Law Members representing not less than 75%; of the total voting rights of eligible Company Law Members shall be effective.
- 18.2 On a written resolution each Company Law Member shall have one vote.

- 18.3 A written resolution is not a special resolution unless stated that it is proposed as a special resolution.

***Circulation***

- 18.4 A copy of the proposed written resolution must be sent to every eligible Company Law Member together with a statement informing the Company Law Member how to signify their agreement and the date by which the resolution must be passed if it is not to lapse.
- 18.5 In relation to a resolution proposed as a written resolution of the 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.
- 18.6 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.
- 18.7 Communications in relation to written resolutions must be sent to the Union's auditors in accordance with the Companies Acts.

***Signifying agreement***

- 18.8 A Company Law Member signifies their agreement to a proposed written resolution when the Union receives from them (or from someone acting on their behalf) an authenticated document:
- 18.8.1 identifying the resolution to which it relates; and
  - 18.8.2 indicating the Company Law Member's agreement to the resolution.
- 18.9 For the purposes of Articles
- 18.9.1 a document sent or supplied in Hard Copy Form is sufficiently authenticated if it is signed by the person sending or supplying it; and
  - 18.9.2 a document sent or supplied in Electronic Form is sufficiently authenticated if:
    - 18.9.2.1 the identity of the sender is confirmed by electronic signature; or
- 18.10 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***

**19 Appointment of Trustees**

The Trustees shall be made up of the following persons:

- 19.1 up to four Sabbatical Trustees, elected in accordance with Article 20;
- 19.2 up to two Student Trustees appointed in accordance with Article 21;
- 19.3 One Alumni Trustee, appointed in accordance with Article 22;
- 19.4 not more than three External Trustees, appointed in accordance with Article 23.

**20 Sabbatical Trustees and Officers**

- 20.1 The Sabbatical Officers shall be elected by a cross-campus secret ballot by the Membership of the Union at an election to be held in accordance with the Bye-Laws.
- 12.1 The Sabbatical Officers from time to time shall be the Sabbatical Trustees. Except where otherwise indicated, references in these Articles to “Sabbatical Trustees” are to individuals acting solely in their capacity as Sabbatical Trustees.
- 20.2 The Sabbatical Officers 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 Officer 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, a Sabbatical Officer’s terms of office may be either consecutive or non-consecutive.
- 20.3 Each Sabbatical Officer must be a Student or a Sabbatical Officer at the time of their election. In accordance with Article 10.3, each Sabbatical Officer shall become a Member of the Union on commencement of their appointment or re-appointment as a Sabbatical Officer. Such membership shall cease when the Sabbatical Officer ceases to be a Sabbatical Officer.
- 20.4 The Sabbatical Officers shall be deemed to be “major union office holders” for the purposes of Section 22 of the Education Act.
- 20.5 At the same time as commencing the term of office as a Sabbatical Officer, the Sabbatical Officer will enter into a contract of employment with the Union for a term commensurate



with their term of office.

## **21 Student Trustees**

Subject to Article 21.1 below, 2 Student Trustees shall be appointed by a simple majority vote of the Appointments and Remuneration Committee provided that the appointment of each Student Trustee is ratified by a simple majority vote of the Trustees. There should be at least one undergraduate and one postgraduate Student representative.

- 21.1 Each Student Trustee must be a Student at the time of their election and must continue to be a Student for the duration of their term as a Student Trustee to remain so.
- 21.2 Student Trustees shall remain in office for a term of two years 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.
- 21.3 A Student Trustee may serve a maximum of two consecutive terms.

## **22 Alumni Trustees**

- 22.1 1 Alumni Trustee shall be appointed by a simple majority vote of the Appointments Committee provided that the appointment of the Alumni Trustee is ratified by a simple majority vote of the Trustees.
- 22.2 Unless their appointment is terminated in accordance with Articles 24, 25 or 26, Alumni Trustees shall remain in office for a term of up to two years commencing in accordance with the Bye-Laws.
- 22.3 Alumni Trustees may serve for a maximum of two terms which may be either consecutive or non- consecutive.
- 22.4 Alumni Trustees must have completed their course of study and have been graduated from the University for at least 3 years.

## **23 External Trustees**

- 23.1 Up to 3 External Trustees shall be appointed by a simple majority vote of the Appointments and Remuneration Committee provided that the appointment of each External Trustee is ratified by a simple majority vote of the Trustees. The Appointments and Remuneration Committee should ensure that the inclusion of alumni as external trustees is considered as part of the appointment process.
- 23.2 Unless their appointment is terminated in accordance with Articles 24, 25 or 26, External Trustees shall remain in office for a term of up to four years commencing in accordance with the Bye-Laws.
- 23.3 External Trustees may serve for a maximum of two terms which may either be consecutive or non- consecutive.

## **24 Disqualification, Resignation and Removal of Trustees**

The office of a Trustee shall be vacated if:

- 24.1 that person ceases to be a Trustee by virtue of any provision of the Companies Act or is prohibited from being a company director by law;
- 24.2 they become prohibited by law from being a charity trustee;
- 24.3 in the case of a Sabbatical Trustee, they cease to be a Sabbatical Officer or resigns as an employee of the Union;
- 24.4 in the case of a Student Trustee, they cease to be a Student;
- 24.5 in the case of a Sabbatical Trustee or a Student Trustee, they are removed from membership of the Union in accordance with the Union's code of conduct and or any Union and or University disciplinary regulations that are applicable and in force at that time;
- 24.6 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) otherwise they will be required to stay on until a suitable replacement can be found;
- 24.7 the Trustees reasonably believe they is suffering from mental or physical disorder and is incapable of acting as a trustee and they resolve that they be removed from office;
- 24.8 they 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 they be removed for this reason; or
- 24.9 they are removed from office under Article 25 or 26

## **25 Removal of Trustees by the Members or the Student Council**

The office of a Trustee shall be vacated if:

- 25.1 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 4% of the Student Membership cast a vote in the Referendum. Such a motion shall only be triggered by a Secure Petition of no confidence signed by at least 4% of the Membership; or
- 25.2 a motion of no confidence in the Trustee is passed by a two thirds majority in a vote of the Student Council. Such a motion shall only be triggered by a Secure Petition of no confidence signed by at least 2% of the Membership or as a result of an officer receiving two votes of censure from council in accordance with the Bye-Laws and not occurring at the same meeting. Such a motion of no confidence will be notified to the Trustee in writing by the Chair at least 14 days prior to the meeting at which it is to be voted upon. The notice shall specify the circumstances alleged to justify removal from office. The Trustee shall be afforded a reasonable opportunity of being heard by the council in person or making written representations to the meeting.

## **26 Removal of Trustees by the Board**

- 26.1 The office of Alumni Trustee or External Trustee shall be vacated if a majority resolution of no confidence is passed by two thirds of 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 39. Such a motion of no confidence will be notified to the Trustee in writing by the Chair at least 14 days prior to the meeting at which it is to be voted upon. The notice shall specify the circumstances alleged to justify removal from office. The Trustee shall be afforded a reasonable opportunity of being heard by or making written representations to the meeting.

## **27 Removal of Elected Officers**

An Elected Officer shall be removed from office if they:

- 27.1 resign or die;
- 27.2 is removed from office as an Elected Officer by:
  - 27.2.1 a motion of no confidence in the Elected Officer passed by a simple majority of the Members voting in a Referendum, provided that at least 10% of the Student Membership cast a vote in the Referendum. Such a motion shall only be triggered by a Secure Petition of no confidence signed by at least 2% of the Membership; or
- 27.3 a motion of no confidence in the Elected Officer is passed by a two thirds majority in a vote of the Student Council. Such a motion shall only be triggered by a Secure Petition of no confidence signed by at least 2% of the Membership or as a result of an officer receiving two votes of censure from council in accordance with the Bye-Laws and not occurring at

the same meeting.

- 27.4 Such a motion of no confidence will be notified to the Officer in writing by the Chair at least 14 days prior to the meeting at which it is to be voted upon. The notice shall specify the circumstances alleged to justify removal from office. The Officer shall be afforded a reasonable opportunity of being heard by or making written representations to the meeting.
- 27.5 In the case of a Sabbatical Officer there will be a right of appeal. Appeals must be made in writing to the Chair of the Student Council within 14 days. The appeals panel will review the decision and will consist of the University Secretary (or nominee), President (or Deputy Chair of the Executive Committee in their absence / unavailability), an External Trustee and an independent external advisor agreed by the panel. Any ultimate removal from post shall be subject to the Union having first carried out any steps it is required to take under the Sabbatical Officer's contract of employment and/or the applicable disciplinary procedure and otherwise in accordance with good employment practice.
- 27.6 A motion of censure requires a proposer and 10 signatures from Council Members. The Chair of Council may also raise a motion of censure in relation to an individual's conduct at meetings directly. The motion should specify the nature of the concern and should be submitted to the Chair 14 days prior to the meeting; the chair will then notify in writing the subject of the motion 10 days prior to the meeting outlining the nature and background of the motion. The Officer shall be afforded a reasonable opportunity of being heard by or making written representations to the meeting. Censure motions require a two thirds majority to pass.

## **28 Replacement of Trustees**

- 28.1 If a Sabbatical Trustee resigns, is disqualified or is removed from office at any time prior to the commencement of the Academic Year, the vacancy that results on the Board of Trustees shall be filled in accordance with the Bye-Laws.
- 28.2 If a Sabbatical Trustee resigns, is disqualified or is removed from office after the commencement of the Academic Year 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 Sabbatical Trustee.
- 28.3 If a Student Trustee resigns, is disqualified or is removed from office, a Student Trustee may be elected to the vacancy in accordance with Article 21.
- 28.4 If an Alumni Trustee or an External Trustee resigns, is disqualified or is removed from office, an Alumni Trustee or an External Trustee shall be appointed to the vacancy in accordance with Article 22 or 23 respectively.

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

## **29 Trustees' general authority**

Trustees powers and duties shall be carried out in accordance with the provisions of the Companies Acts, the Education Act, The Charities Act, the Memorandum and Articles and Bye-Laws and any Referendum passed.

- 29.1 The Trustees shall be responsible for the management and administration of the Union and ensure compliance with charity law, Charity Commission guidance and HMRC guidance in relation to all Union activities, including non-charitable trading. In the case of non-charitable trading the responsibility should not fall to London Metropolitan University to agree what trading activities can and cannot legitimately be carried out. The Trustees are subject to these Articles and the Bye-Laws and may exercise all the powers of the Union.
- 29.2 The Board's powers under Article 29 shall include but not be limited to responsibility for:
- 29.2.1 the governance of the Union; the budget of the Union; and
  - 29.2.2 the strategy of the Union.
- 29.3 The Trustees may override any decision or policy made by the Members at an Annual Members' Meeting or by ordinary resolution in a general meeting or by Referendum or by the Student Council which the Trustees consider (in their absolute discretion) by majority vote:
- 29.3.1 has or may have negative financial implications for the Union;
  - 29.3.2 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);
  - 29.3.3 is not or may not be in the best interests of the Union or all or any of its charitable objects; or
  - 29.3.4 will or may otherwise affect the discharge of any or all of the responsibilities referred to in Article 29.2.
- 29.4 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.
- 29.5 All acts performed by a meeting of Trustees, or of a committee of the Trustees, shall be considered valid when voted upon and agreed, even if it is later discovered that any Trustee who participated in the vote:
- 29.5.1 was not properly appointed;
  - 29.5.2 was disqualified from holding office; had vacated office; or
  - 29.5.3 was not entitled to vote.

## **30 Trustees may delegate**

- 30.1 Subject to the Articles, the Trustees may delegate the powers which are conferred on them under the Articles, as follows:

30.1.1 to such person or committee; by such means (including by power of attorney); to such an extent; in relation to such matters or territories; and on such terms and conditions as they think fit.

30.2 Trustees may not delegate the following:

- 30.2.1 The Union's core Objects;
- 30.2.2 Its right and responsibility to set and approve its own Budget;
- 30.2.3 Ensuring its own solvency and the safeguarding of its assets;
- 30.2.4 The termination of the appointment of any person as a Trustee, Staff member or Member;
- 30.2.5 The approval, revocation or amendment of these Articles;
- 30.2.6 The appointment, suspension, discipline or dismissal of the Chief Executive.

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

30.4 The Trustees, by a vote of their membership, may revoke any delegation in whole or part, or alter its terms and conditions.

## **31 Committees**

31.1 In the case of delegation to committees:

31.1.1 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);

31.1.2 subject to Article 30.2, the composition of any such committee shall be entirely in the discretion of the Trustees and may comprise of their number (if any) as the resolution may specify;

31.1.3 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;

31.1.4 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.

31.2 The Trustees shall establish the following committees (which is a non-exhaustive list) in accordance with their powers under Articles 29.2 and 30.1:

31.2.1 Executive Committee

12.1.1 Finance and Risk Committee

31.2.2 People and Culture Committee

31.2.3 Appointments and Remuneration Committee

31.3 For the avoidance of doubt, the Trustees may in accordance with Articles 29 and 30.1 delegate all financial matters to any committee provided that such committee shall

include at least one Trustee. The Trustees may empower such committee to resolve upon the operation of any bank account according to such mandate as it shall think fit provided that the signature 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

- 31.4 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.

## **32 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:

- 32.1 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;
- 32.2 the Trustees shall provide the Chief Executive with a description of their role and the extent of their authority;
- 32.3 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
- 32.4 the Trustees shall provide the Chief Executive with a performance management structure to aid their work plan and development.

## ***EXECUTIVE COMMITTEE***

### ***The Executive Committee***

- 33 Unless the Trustees determine otherwise, the Executive Committee shall include:
- 33.1.1 the Sabbatical Officers and such other members as defined in the Byelaws.
- 33.2 The Executive Committee's responsibility shall not include the duties of the Trustees as set out in Article 29 but shall include representation and campaigning work and the implementation of policy on a University wide and external basis save in so far as these responsibilities have not been delegated to another committee
- 33.3 Meetings of the Executive Committee will be held in accordance with the Bye-Laws
- 33.4 The Chief Executive and the Union's senior management team may attend meetings of the Executive Committee.
- 33.5 The Part Time Officers shall be unpaid and must sign, prior to their appointment, such

agreement to hold office as may from time to time be in place and required by the Trustees. They must be currently registered and studying students of the university. They will deem to have resigned if they leave the University for any reason or their course of study is completed.

- 33.6 Sabbatical Officers shall be paid an allowance determined by the Trustees in line with general Students' Union grade scales and will be required to sign a contract and code of conduct.
- 33.7 For the avoidance of doubt this paid allowance shall still apply to those Sabbatical Officers holding the position of Sabbatical Officer Trustees.
- 33.8 No member shall be eligible for more than two terms as a Sabbatical Officer, whether consecutive or otherwise.

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

#### **34 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 43.

#### **35 Trustees' meetings**

- 35.1 The Trustees shall hold a minimum of four meetings in any Academic Year.
- 35.2 Guests or observers can attend meetings of the Trustees at the discretion of the chair of the meeting.

#### **36 Calling a Trustees' meeting**

The Chair, at the request of or with the support of at least two Trustees, shall be able to call a Trustees' meeting.

#### **37 Length of Notice**

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

- 37.1 all the Trustees agree on a shorter or longer period; or
- 37.2 urgent circumstances require shorter notice as defined by the Chair.

#### **38 Contents of Notice**



Every notice calling a Trustees' meeting shall specify:

- 38.1 the place, day and time of the meeting;
- 38.2 the agenda of all business to be considered at such meeting; and
- 38.3 if it is anticipated that Trustees participating in the meeting will not be in the same physical location, how it is proposed that they should communicate with each other during the meeting.

### **39 Service of Notice and Participation in Trustees' meetings**

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

- 39.1 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.
- 39.2 In determining whether Trustees are participating in a Trustees' meeting, it is irrelevant where any Trustee is or how they communicate with each other.
- 39.3 If all the Trustees participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.
- 39.4 The Chief Executive may attend meetings of the Trustees in an advisory capacity, as may any other nominated individual – as decided by the Chair.

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

- 40.1 At a Trustees' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 40.2 The quorum for Trustees' meetings may be fixed from time to time by a decision of the Trustees, but it must never be less than 5. Unless otherwise fixed, the quorum shall be 5 and such quorum must include at least two student or officer trustees, and one external. Where the resolution or issue under discussion concerns a matter in respect of which some or all of the Trustees have a Conflict of Interest, the quorum shall be 3. The majority of the quorum must be made up of student members.
- 40.3 If the total number of Trustees for the time being is less than the quorum required, the Trustees must not take any decision other than a decision to increase the number of

Trustees including by calling a general meeting or election so as to enable the Members to elect further Trustees.

#### **41 Chair and Vice Chair**

- 41.1 There shall be an external Chair of Trustees, who shall not sit on the University's Board of Governors. The President, the primary representative of students to the University Board of Governors, shall be the Vice Chair.
- 41.2 The role of the Vice Chair will be to support the Chair in their role and gain insight into their skills and experience.
- 41.3 In the absence of the Chair and the Vice Chair, another Trustee selected by the Trustees present shall preside as chair of the meeting.

#### **42 Casting vote**

When dealing with business, the Board will seek to reach consensus for decision making. However questions arising at a Trustees' meeting may 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 their existing vote.

#### **43 Majority decisions without Trustees' meeting**

- 43.1 The Trustees may, in the circumstances outlined in this Article, make a two thirds majority decision without holding a Trustees' meeting.
- 43.2 If:
  - 43.2.1 a Trustee has become aware of a matter on which the Trustees need to take an urgent decision;
  - 43.2.2 that Trustee has taken all reasonable steps to make all the other Trustees aware of the matter and the decision;
  - 43.2.3 all Trustees have had a reasonable opportunity to communicate their views on the matter and the decision to each other; and
  - 43.2.4 a two thirds majority of the Trustees vote in favour of a particular decision on that matter
  - 43.2.5 a decision of the Trustees may be taken by a majority and shall be as valid and effectual as if it had been taken at a Trustees' meeting duly convened and held.
- 43.3 Trustees participating in the taking of a majority decision otherwise than at a Trustees' meeting in accordance with this Article:

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

43.3.2 may communicate with each other by any means.

43.4 No decision shall be taken by the Trustees in accordance with this Article unless a quorum participates in the decision-making process. The quorum for Trustees' decision-making in accordance with this Article shall be the same as the quorum for Trustees' meetings as set out in Article 40.

43.5 The Chair or such other Trustee as shall be appointed by the Trustees shall be the chair of the process of decision-making in accordance with this Article. The process shall include:

43.5.1 circulation of the proposed decision with an indication of the time period for discussion and the date by which Trustees are asked to cast their votes;

43.5.2 the nomination of a person to whom all Trustees' votes must be communicated;

43.5.3 if a majority of the Trustees vote in favour of the decision, the nominated person shall communicate the decision to all the Trustees and the date of the decision shall be the date of the communication from the nominated person confirming formal approval; and

43.5.4 the nominated person must prepare a minute of the decision in accordance with Article 60.

43.6 In the case of an equality of votes in any decision-making process in accordance with this Article, the Chair shall be entitled to a casting vote in addition to their existing vote but this does not apply if, in accordance with the Articles, the Chair or specified Trustee is not to be counted as participating in the decision-making process for quorum, voting or agreement purposes.

#### **44 Trustee interests and management of conflicts of interest**

##### ***Declaration of interests***

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

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

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

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

### ***Participation in decision-making***

- 44.3 If a Trustee's interest or duty cannot reasonably be regarded as likely to give rise to a conflict of interest or a conflict of duties with or in respect of the 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.
- 44.4 If a Trustee's interest or duty gives rise (or could reasonably be regarded as likely to give rise) to a conflict of interest or a conflict of duties with or in respect of the Union, they may participate in the decision-making process and may be counted in the quorum and vote unless:
- 44.4.1 the decision could result in the Trustee or any person who is connected with them receiving a benefit other than:
    - 44.4.1.1 any benefit received in his, her or its capacity as a beneficiary of the Union (as permitted under Article 6) and which is available generally to the beneficiaries of the Union;
    - 44.4.1.2 the payment of premiums in respect of indemnity insurance effected in accordance with Article 64.
    - 44.4.1.3 payment under the indemnity set out in Article 64; and
    - 44.4.1.4 reimbursement of expenses in accordance with Article 6.3.2; or
  - 44.4.2 a majority of the other Trustees participating in the decision-making process decide to the contrary;
- in which case they must comply with Article 44.5
- 44.5 If a Trustee with a conflict of interest or conflict of duties is required to comply with this Article they must:
- 44.5.1 take part in the decision-making process only to such extent as in the view of the other Trustees is necessary to inform the debate;
  - 44.5.2 not be counted in the quorum for that part of the process; and
  - 44.5.3 withdraw during the vote and have no vote on the matter.

### ***Continuing duties to the Union***

- 44.6 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:

- 44.6.1 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
- 44.6.2 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.

#### **44.7 Register of Trustees' interests**

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

### **PART 4**

#### **STUDENT COUNCIL**

- 45 Student Council exists as a high-level democratic body for students to bring forward and discuss matters of concern to them, their education and in their dealings with the University and/or Union. It can provide recommendations to Trustees, offer direction to Officers and School Committees and hold them to account. It can raise its concerns to the University and can be consulted on both University and Union development and change. Although having a role in union governance, it is not a primary governing body of the Union.

The Student Council shall have the authority to do as detailed within the Byelaws.

### **PART 5**

#### **ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS PROVISIONS**

#### **46 Bye-Laws**

- 46.1 The Trustees shall have the power from time to time to 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.
- 46.2 The Student Council shall have the power to recommend changes to the Bye-Laws to Trustees, for their consideration and agreement.
- 46.3 Any Byelaw change that may impact on the University's ability to meet its requirements under the 1994 Education Act will require approval by the University

#### **47 Methods of communication**

- 47.1 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 Acts provide 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:

47.1.1 in Hard Copy Form;

47.1.2 in Electronic Form; or

47.1.3 by making it available on a website.

47.2 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.

47.3 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***

47.4 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.

47.5 Where any document or information is sent or supplied by the Union to the Members:

47.5.1 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;

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

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

56.5.3. when the material was first made available on the website; or

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

47.6 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***

47.7 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:

47.7.1 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;

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

47.7.3 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.

58.8 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.

58.9 Notices of Company Law Meetings need not be sent to a 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***

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

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:

59.1.1 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

59.1.2 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.

## **60 Minutes**

60.1 The Trustees shall cause minutes to be kept for the purpose:

60.1.1 of all appointments of officers made by the Trustees;

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

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.

- 60.2 The minutes referred to above must be kept for at least ten years from the date of the meeting, resolution or decision. They 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.

## Records and accounts

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

- 61.1.1 annual reports;
- 61.1.2 annual returns; and
- 61.1.3 annual statements of account

- 61.2 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 61.1.

## **62 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.

## **63 Exclusion of model articles**

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

## ***TRUSTEES' INDEMNITY***

## **64 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 that capacity to the extent permitted by the Companies Acts.

The Trustees shall have power to effect Trustees' indemnity insurance, despite their interest in such policy.



## DEFINITIONS AND INTERPRETATION

### 65 Defined terms

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

Term	Meaning
<b>65.1.1 “Academic Year”</b>	the period between September in one year to August in the next year determined by the Union as the period during which Students are required to be registered with London Metropolitan University. Each Academic Year is for the time being divided into two semesters;
<b>65.1.2 “address”</b>	includes a number or address used for the purpose of sending or receiving documents by electronic means;
<b>65.1.3 “Alumni Trustee”</b>	a Trustee appointed in accordance with the articles who must have graduated from London Metropolitan University for a period of at least three years and 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;
<b>65.1.4 “Appointments and Remuneration Committee”</b>	the committee set up in accordance with the articles
<b>65.1.5 “Articles”</b>	these articles of association of the Union;
<b>65.1.6 “Board of Trustees” or “Board”</b>	The Trustees of the Union;
<b>65.1.7 “Bye-Laws”</b>	the bye-laws setting out the working practices of the Union made from time to time in accordance with the articles;
<b>65.1.8 “Chair”</b>	the chair of Trustees, who shall be an external trustee in accordance with the articles;
<b>65.1.9 “chair of the meeting”</b>	in the case of Student Members’ Meetings means the person chairing the meeting in accordance with the articles and in the case of Trustees’ meetings means the person chairing the meeting in accordance with the articles;
<b>65.1.10 “Chief Executive”</b>	the Chief Executive of the Union who is appointed by Trustees;
<b>65.1.11 “circulation date”</b>	in relation to a written resolution, has the meaning given to it in the Companies Acts;

<b>65.1.12 “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;
<b>65.1.13 “Code of Practice”</b>	the code of practice relating to the University’s obligations under Section 22 of the Education Act;
<b>65.1.14 “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;
<b>65.1.15 “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;
<b>65.1.16 “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: (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 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;
<b>65.1.17 “document”</b>	includes, unless otherwise specified, any document sent or supplied in electronic form;
<b>65.1.18 “Education Act”</b>	the Education Act 1994;
<b>65.1.19 “Elected Officers”</b>	the Sabbatical Officers and the Part-Time Officers;
<b>65.1.20 “electronic form”</b>	has the meaning given in Section 1168 of the Companies Acts;
<b>65.1.21 “Executive Committee”</b>	means the committee comprising the Sabbatical Officers and the Part-Time Officers as further described in the articles;
<b>65.1.22 “External Trustee”</b>	a Trustee appointed in accordance with the articles, 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;

<b>65.1.23 “financial expert”</b>	an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;
<b>65.1.24 “hard copy” and “hard copy form”</b>	have the meanings respectively given to them in the Companies Acts;
<b>65.1.25 “Hour”</b>	any full period of an hour but not including any part of a day that is a Saturday, Sunday or Bank Holiday in England;
<b>65.1.26 “Members”</b>	members of the Union as defined in the articles and being from the Effective Date Students at London Metropolitan University as further defined in the articles, and the Sabbatical Officers;
<b>65.1.27 “NUS”</b>	National Union of Students;
<b>65.1.28 “Part-Time Officers”</b>	The Members elected in accordance with the Bye-Laws to be officers of the Union while continuing their studies.
<b>65.1.29 “Policy”</b>	Policy set by Referenda or the Student Council in accordance with the articles, or by the Members in a Student Members’ Meeting;
<b>65.1.30 “President”</b>	the president of the Union, as elected by the Members in accordance with the Bye-Laws;
<b>65.1.31 “Referendum”</b>	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;
<b>65.1.32 “Sabbatical Officers”</b>	the individuals elected in accordance with the Articles (each of whom is a “major union office holder” for the purposes of section 22 of the Education Act);
<b>65.1.33 “Sabbatical Trustee”</b>	a Trustee elected in accordance with the Articles;
<b>65.1.34 “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;
<b>65.1.35 “Student”</b>	any individual who is formally registered for an approved programme of study provided by London Metropolitan University;

<b>65.1.36 “Student Council”</b>	the Student body elected by and from Students constituted in accordance with these Articles and the Bye-Laws of the Union;
<b>65.1.37 “Student Trustee”</b>	a Trustee appointed in accordance with the Articles who is a Student and who, for the avoidance of doubt, shall not be a major union office holder for the purposes of Section 22 of the Education Act;
<b>65.1.38 “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;
<b>65.1.39 “Trustee” and “Trustees”</b>	the directors of the Union as defined in the Articles: the Sabbatical Trustees, the Student Trustees, the Alumni Trustees and the External Trustees;
<b>65.1.40 “Union”</b>	The Students’ Union of London Metropolitan University
<b>65.1.41 “The Vice Chair”</b>	The Vice Chair of Trustees, as appointed in accordance with the Articles
<b>65.1.42 “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; and

- 65.2 Subject to Article 65.3, any reference in these Articles to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it.
- 65.3 Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the Companies Acts as in force on the date when these Articles become binding on the Union.