

The Companies Acts 1985 to 2006

Company Limited by Guarantee and not Having a Share Capital

**Memorandum
and
Articles of Association
of
University Campus Suffolk Students' Union**

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THE COMPANIES ACTS 1985 to 2006

**COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL**

MEMORANDUM OF ASSOCIATION

of

UNIVERSITY CAMPUS SUFFOLK STUDENTS' UNION

Background

- A. University Campus Suffolk Students' Union ("the Students' Union") is a students' union within the meaning of the Education Act 1994. The Students' Union is devoted to the educational interests and welfare of its Members. This Memorandum and the Students' Union's Articles of Association have been structured to give the Board of Trustees reasonable authority to manage the affairs of the Students' Union in a professional manner. The Members enjoy the right, which must be exercised in accordance with charity law, to elect a proportion of the Trustees and to dismiss all of the Trustees. The Board of Trustees will give the utmost consideration to the views of the Members.
- B. Under the Education Act 1994, University Campus Suffolk Limited has a statutory duty to ensure that the Students' Union operates in a fair and democratic manner and is required to ensure proper accountability for its finances. This Memorandum and the Students' Union's Articles of Association contain provisions to recognise where the Students' Union must seek the approval and direction of University Campus Suffolk in furtherance of this statutory duty. The Students' Union therefore works alongside University Campus Suffolk Limited in ensuring that the affairs of the Students' Union are properly conducted and that the educational and welfare needs of the Students' Union's Members are met.

Name

1. The name of the company (hereinafter called "the Students' Union") is University Campus Suffolk Students' Union.

Registered office

2. The registered office of the Students' Union will be situated in England and Wales.

Objects

3. The Students' Union's objects are:-
- 3.1 The advancement of education of students at University Campus Suffolk for the public benefit by:
- 3.1.1. acting as the recognised representative body for students and their interests so as to further the educational purposes within University Campus Suffolk;
- 3.1.2. providing representation, advice and assistance to students on matters affecting their welfare and interests as students;
- 3.1.3. promoting discussion and research on all matters of interest to members of the Students' Union, particularly educational and welfare matters and to communicate these to the Students' Union members;
- 3.1.4. advancing the welfare and physical and mental wellbeing of students;

- 3.1.5. providing sporting, social, cultural and recreational opportunities and facilities for students so as to further the educational purposes of University Campus Suffolk;
 - 3.1.6. promoting and encouraging contact and co-operation between students, staff and the local community; and
- 3.2 All such objects as are charitable in law which are incidental or conducive to the foregoing objects.

Powers

4. To promote its objects but not for any other purpose the Students' Union may:-
- 4.1 provide services and facilities for Students;
 - 4.2 establish, operate, promote and support a network of activities for Students;
 - 4.3 subject always to the Education Act 1994 and any guidance issued by the Charity Commission, alone or with other organisations seek to influence public opinion and 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 those which an English and Welsh charity may properly undertake;
 - 4.4 provide and assist in the provision of money, materials or other help;
 - 4.5 write, make, commission, print, publish or distribute written materials, or other materials in any media, or assist in these activities;
 - 4.6 promote, initiate, develop and carry out education and training and arrange and provide or assist in arranging and providing exhibitions, lectures, meetings, seminars, displays or classes;
 - 4.7 promote, encourage, carry out or commission research, surveys, studies or other work, making the useful results available;
 - 4.8 provide or procure the provision of counselling, guidance, representation, advocacy and advice;
 - 4.9 enter into contracts to provide services to or on behalf of other bodies;
 - 4.10 acquire or rent any property of any kind and any rights or privileges in and over property and construct, maintain, alter and equip any buildings or facilities;
 - 4.11 subject to any consent required by law sell, manage, lease, mortgage, exchange, dispose of or deal with all or any of its property with or without payment and subject to such conditions as the Trustees think fit;
 - 4.12 subject to any consent required by law, borrow or raise and secure payment of money for any purpose including for the purposes of investment or of raising funds;
 - 4.13 raise funds and invite and receive contributions from any person(s) provided that the Students' Union shall not undertake any taxable non-primary purpose trading activities in raising funds;
 - 4.14 carry on primary purpose 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;

- 4.15 incorporate subsidiary companies to carry on any taxable non-primary purpose trade;
- 4.16 subject to clause 5:
 - 4.16.1. engage and pay employees, consultants and professionals or other advisors;
 - 4.16.2. make reasonable provision for the payment of pensions and other retirement benefits to or on behalf of employees of the Students' Union and their spouses and dependants;
- 4.17 recruit and assist in the recruitment of voluntary workers for the Students' Union;
- 4.18 set aside funds for special purposes or as reserves against future expenditure;
- 4.19 establish, promote, support, aid, amalgamate or co-operate with, become a part or member, affiliate or associate of, and act as or appoint trustees, agents, nominees or delegates to control and manage charitable institutions whether corporate or unincorporate with objects similar to its objects and subscribe, lend or guarantee money to such charitable institutions;
- 4.20 undertake and execute any charitable trusts;
- 4.21 invest and deal with the Students' Union's money not immediately required for its objects in or upon any investments, securities, or property;
- 4.22 delegate the management of investments to a financial expert or experts provided that:
 - 4.22.1. the financial expert is:
 - (a) an individual who is an authorised person within the meaning of the Financial Services and Markets Act 2000; or
 - (b) a company or firm of repute which is an authorised or exempt person within the meaning of that Act except persons exempt solely by virtue of Article 44 and/or Article 45 of the Financial Services and Markets Act 2000 (Exemption) Order 2001.
 - 4.22.2. the investment policy is set down in writing for the financial expert or experts by the Trustees;
 - 4.22.3. every transaction is reported promptly to the Trustees;
 - 4.22.4. the performance of the investment is reviewed regularly by the Trustees;
 - 4.22.5. the Trustees are entitled to cancel the delegation arrangement at any time;
 - 4.22.6. the investment policy and the delegation arrangements are reviewed at least once a year;
 - 4.22.7. all payments due to the financial expert or experts are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt; and
 - 4.22.8. the financial expert or experts may not do anything outside the powers of the Trustees;
- 4.23 arrange for investments or other property of the Students' Union to be held in the name of a nominee (being a corporate body registered or having an established place of business in England and Wales) under the control of the Trustees or a financial expert or experts acting under their instructions and to pay any reasonable fee required;

- 4.24 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;
- 4.25 open and operate banking accounts and other facilities for banking and draw, accept, endorse, negotiate, discount, issue or execute promissory notes, bills of exchange and other negotiable instruments;
- 4.26 establish and support or aid in the establishment and support of any other organisations and subscribe, lend or guarantee money or property for charitable purposes;
- 4.27 become a member, associate or affiliate of or act as trustee or appoint trustees of any other organisation (including without limitation any charitable trust of permanent endowment property held for any of the charitable purposes included in the Students' Union's objects);
- 4.28 amalgamate with or acquire or undertake all or any of the property, liabilities and engagements of any body having objects wholly or in part similar to those of the Students' Union;
- 4.29 pay out of its funds the costs of forming and registering the Students' Union;
- 4.30 insure the Students' Union against any foreseeable risk and take out other insurance policies as are considered necessary by the Trustees to protect the Students' Union;
- 4.31 provide 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 Students' Union, including without limitation any liability to make a contribution to the Students' Union's assets as specified in section 214 of the Insolvency Act 1986 (wrongful trading), provided that any such insurance shall not extend to the provision of any indemnity for a person in respect of:
 - 4.31.1. any act or omission which he or she knew to be a breach of trust or breach of duty or which was committed by him or her in reckless disregard to whether it was a breach of trust or breach of duty or not;
 - 4.31.2. any liability incurred by him or her in defending any criminal proceedings in which he or she is convicted of an offence arising out of any fraud or dishonesty, or wilful or reckless misconduct by him or her or fines imposed on him or her in respect of such offences; and
- 4.32 do all such other lawful things as shall further the Students' Union's objects.

5. **Limitation on private benefits**

- 5.1 The income and property of the Students' Union shall be applied solely towards the promotion of its objects set out in this Memorandum.
- 5.2 Except as provided below no part of the income and property of the Students' Union may be paid or transferred directly or indirectly by way of benefit to the Members of the Students' Union and no Trustee may receive any remuneration or other benefit in money or money's worth from the Students' Union. This shall not prevent any payment in good faith by the Students' Union of:
 - 5.2.1. any payments made to any Member, Trustee or Connected Person in their capacity as a beneficiary of the Students' Union;

- 5.2.2. any payments made to any Trustee, officer or auditor under the indemnity provisions set out in clause 4.31 of the Memorandum and at Article 104;
- 5.2.3. reasonable and proper remuneration to any person (not being a Trustee) for any goods or services supplied to the Students' Union (including services performed under a contract of employment with the Students' Union) provided that:
- (a) if such person is a Connected Person the procedure described in Article 85 of the Articles (Conflicts of Interest) must be followed by the relevant Trustee in relation to any decisions regarding such Connected Person; and
 - (b) this provision together with clause 5.2.4 of this Memorandum may not apply to more than half of the Trustees in any financial year (and for these purposes such provisions shall be treated as applying to a Trustee if they apply to a person who is a Connected Person in relation to that Trustee);
- 5.2.4. reasonable and proper remuneration to any Sabbatical Trustee to be remunerated by the Students' Union from time to time provided that:
- (a) the procedure described in Article 85 of the Articles (Conflicts of Interest) must be followed in considering the appointment of the Sabbatical Trustee and in relation to any decisions regarding the remuneration authorised by this provision; and
 - (b) this provision together with clause 5.2.3 of this Memorandum may not apply to more than half of the Trustees in any financial year (and for these purposes such provisions shall be treated as applying to a Trustee if they apply to a person who is a Connected Person in relation to that Trustee); and
 - (c) any remuneration paid to a Sabbatical Trustee in accordance with this clause shall be in respect of services provided by the Sabbatical Trustee under his or her contract of employment with the Students' Union and not for the service of acting as a Trustee

and subject always to the provisions of section 22 of the Education Act;

- 5.2.5. interest on money lent by any Member, Trustee or Connected Person to the Students' Union at a reasonable and proper rate;
- 5.2.6. fees, remuneration or other benefits in money or money's worth to a company of which a Member, Trustee or Connected Person holds less than 1% of the capital;
- 5.2.7. any reasonable and proper rent for premises let to the Students' Union by any Member, Trustee or Connected Person;
- 5.2.8. reasonable and proper premiums in respect of indemnity insurance effected in accordance with clause 4.31 of this Memorandum; and
- 5.2.9. any payments made to any Trustee or officer under the indemnity provisions set out at Article 104.

- 5.3 The restrictions on benefits and remuneration conferred on Members of the Students' Union and on the Trustees by clause 5.2 of this Memorandum and the exceptions to such restrictions in clauses 5.2.1 to 5.2.9 inclusive of this Memorandum shall apply equally to the benefits and remuneration conferred on Members of the Students' Union and on the Trustees by any Subsidiary Company, and for this purpose references to the Students' Union in clauses 5.2.3 and 5.2.4 shall be treated as references to the Subsidiary Company and references to a Trustee in clauses 5.2.3 and 5.2.4 shall be treated as references to a director of the Subsidiary Company.
- 5.4 For any transaction authorised by clause 5.2, the Trustee's duty (arising under the Companies Act 2006) to avoid a conflict of interest with the Students' Union shall be disapplied provided the relevant provisions of clause 5.2 have been complied with.

Limited Liability

6. The liability of the Members is limited.
7. Every Member of the Students' Union undertakes to contribute such amount as may be required, not exceeding £1.00 (one pound), to the Students' Union's assets if it should be wound up while he or she is a Member or within one year after he or she ceases to be a Member:-
- 7.1 for the payment of the Students' Union's debts and liabilities contracted before he or she ceased to be a Member;
- 7.2 for the costs, charges and expenses of winding up; and
- 7.3 for the adjustment among themselves of the rights of persons who have contributed to the Students' Union's assets.

Winding Up

8. If any property remains after the Students' Union has been wound up or dissolved and all debts and liabilities have been satisfied, it shall not be paid to or distributed among Members of the Students' Union. It shall instead be given or transferred to University Campus Suffolk, or if University Campus Suffolk has ceased to exist some other charitable institution or institutions having similar objects to those of the Students' 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 Clause 5 of this Memorandum imposes upon the Students' Union. The institution or institutions which are to benefit if University Campus Suffolk has ceased to exist shall be chosen by the Members of the Students' Union at or before the time of winding up or dissolution.

Definitions

9. Words and phrases used in this Memorandum of Association have the same meaning as are ascribed to them in the Articles of Association of the Students' Union unless the context otherwise requires.

**We, the subscribers to this Memorandum, wish to be formed into a company in
accordance with this Memorandum**

SIGNATURES, NAMES AND ADDRESSES OF SUBSCRIBERS

Guarantee

1.

Name: Howard Smith £1.00

Address: 20 Baird Grove, Grange Farm, Kesgrave,
Ipswich, Suffolk IP5 2DQ

Date:

2.

Name: Patrick Reilly £1.00

Address: 51 Deben Road, Ipswich, Suffolk IP1 5EL

Date:

THE COMPANIES ACTS 1985 to 2006

**COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL**

ARTICLES OF ASSOCIATION

of

UNIVERSITY CAMPUS SUFFOLK STUDENTS' UNION

Interpretation

1. In these Articles and the Memorandum of Association the following terms shall have the following meanings:-

Term	Meaning
1.1 "Academic Year"	the period between 1 August in one Year to 31 July in the next Year or such other period as may be determined by University Campus Suffolk as the period during which Students are required to be registered with University Campus Suffolk;
1.2 "address"	includes a number or address used for the purposes of sending or receiving documents by electronic means;
1.3 "Appointments Panel"	the panel set up in accordance with the Bye-Laws that will include the President of the Students' Union, the Chair, one representative of University Campus Suffolk and two members of the Union Council;
1.4 "Articles"	these Articles of Association of the Students' Union;
1.5 "Board of Trustees"	the board of the Trustees;
1.6 "Bye-Laws"	the bye-laws made by the Trustees from time to time in accordance with Article 62;
1.7 "Chair"	the chair of the Board of Trustees who shall be a Non-Student Trustee;
1.8 "circulation date"	in relation to a written resolution, has the meaning given to it in the Companies Acts;
1.9 "clear days"	in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
1.10 "Companies Acts"	has the meaning given to it in section 2 of the Companies Act 2006;
1.11 "Conflict of Interest"	any direct or indirect interest of a Trustee (whether personal, by virtue of a duty of loyalty to another organisation or otherwise) that conflicts, or might conflict with the interests of the Students' Union;

- 1.12 "Connected Person" any person falling within one of the following categories and where payment to that person might result in the Trustee obtaining benefit: (a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a Trustee; or (b) the spouse or civil partner of any person in (a); or (c) any other person in a relationship with a Trustee which may reasonably be regarded as equivalent to such a relationship; 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;
- 1.13 "Education Act" the Education Act 1994;
- 1.14 "Elected Trustees" the Sabbatical Trustees and the Student Trustees together;
- 1.15 "electronic form" and "electronic means" have the meanings respectively given to them in the Companies Act 2006;
- 1.16 "Executive Committee" the executive committee of the Students' Union set up in accordance with the Bye-Laws;
- 1.17 "hard copy" and "hard copy form" have the meanings respectively given to them in the Companies Act 2006;
- 1.18 "Hours" not including any part of a day that is a Saturday, Sunday or Bank Holiday in England;
- 1.19 "Members" full members of the Students' Union being Students at University Campus Suffolk as further defined in Article 4 and the Sabbatical Trustees;
- 1.20 "Memorandum" the Memorandum of Association of the Students' Union;
- 1.21 "Non-Student Trustee" a Trustee appointed in accordance with Article 51 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 1994;
- 1.22 "Office" the registered office of the Students' Union;
- 1.23 "President of the Students' Union" the Sabbatical Trustee elected by the Members to be the president of the Students' Union;
- 1.24 "Referendum" a ballot in which all the Members of the Students' Union are entitled to cast a vote, the protocol for which is set out in the Bye-Laws;
- 1.25 "Sabbatical Trustee" a Trustee elected in accordance with Article 47;
- 1.26 "Secretary" the company secretary of the Students' Union (if any);
- 1.27 "Student" any individual who is formally registered for an approved programme of study provided by University Campus Suffolk and who has paid or has had paid

- on his or her behalf the appropriate tuition fees for such programme of study;
- 1.28 "Student Trustee" a Trustee elected in accordance with Article 48 who is a Student at the time of their election 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 1994;
- 1.29 "Students' Union" University Campus Suffolk Students' Union;
- 1.30 "Subsidiary Company" any company in which the Students' 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;
- 1.31 "Transfer Date" the date on which the undertaking carried on by the unincorporated charity known as University Campus Suffolk Students' Union is transferred to the Students' Union;
- 1.32 "Trustee" and "Trustees" the Sabbatical Trustees, the Student Trustees and the Non-Student Trustees each of whom is a director of the Students' Union as defined in the Companies Acts;
- 1.33 "Union Council" the student body elected by and from Students constituted in accordance with the Bye-Laws of the Students' Union;
- 1.34 "University Campus Suffolk" University Campus Suffolk Limited, a company limited by guarantee and not having a share capital(company registration number 5078498) or its successor; and
- 1.35 "Year" a calendar year.
2. Unless the context otherwise requires, words or expressions contained in the Articles bear the same meaning as in the Companies Acts but excluding any statutory modification thereof not in force when the Articles become binding on the Students' Union.
3. Words importing the singular shall include the plural and vice versa and words importing the masculine shall include the feminine and vice versa.
4. Any reference to a statute, statutory provision or subordinate legislation ("legislation") shall (except where the context otherwise requires) be construed as referring to such legislation as amended and in force from time to time and to any legislation which (either with or without modification) re-enacts, consolidates or enacts in rewritten form any such legislation.

Membership

- 4.1 Prior to the Transfer Date, the only Members of the Students' Union shall be the following persons: Howard Smith and Patrick Reilly.
- 4.2 Thereafter, the Members shall be:

- 4.2.1. each and every Student who has not opted out by notifying the Students' Union of his or her wish not to be a Member; and
- 4.2.2. the Sabbatical Trustees.
5. Members' details shall be entered in the Register of Members.
6. Membership shall not be transferable and shall cease on death.
7. A Member shall cease to be a Member:-
 - 7.1 if he or she opts out of membership by giving written notice to the Students' Union in accordance with the Bye-Laws; or
 - 7.2 automatically on ceasing to be a Student.

Associate Members

8. The Trustees may admit to and remove from Associate Membership of the Students' Union such persons as they consider to be fit. An application for Associate Membership shall be made in the form to be determined by the Trustees from time to time and Associate Membership shall be subject to such rights and obligations as the Trustees consider appropriate. Provided always that such Associate Members shall not be Members for the purposes of the Articles or the Companies Acts and shall not be entitled to vote on any matter.

General Meetings

9. The Trustees may call a general meeting at any time. The Trustees shall call a general meeting on receiving a requisition to that effect, signed by at least 5% of the Members having the right to attend and vote at general meetings. In default, the requisitionists may call a general meeting in accordance with the Companies Acts.

Length of Notice

10. Unless Article 11 applies, all general meetings shall be called by at least 14 clear days' written notice unless the Companies Acts require a longer notice period.
11. A general meeting may be called by shorter notice if it is so agreed by a majority of the Members having a right to attend and vote at that meeting. Any such majority shall together represent at least 90% of the total voting rights at that meeting of all the Members.

Contents of Notice

12. Every notice calling a general meeting shall specify the place, day and time of the meeting and the general nature of the business to be transacted. If a special resolution is to be proposed, the notice shall contain a statement to that effect. In every notice calling a meeting of the Students' Union there must appear with reasonable prominence a statement informing the Member of his or her rights to appoint another person as his or her proxy at a general meeting.

Service of Notice

13. Notice of general meetings shall be given to every Member and to the Trustees and to the auditors of the Students' Union. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings of that meeting.

Proceedings at General Meetings

14. Notice of general meetings shall be served in accordance with Articles 97 to 102.

Quorum

15. No business shall be transacted at any meeting unless a quorum is present. 0.5 percent of the total membership entitled to vote upon the business to be transacted, each being a Member or a proxy for a Member shall be a quorum.
16. If such a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such 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 the persons present and entitled to vote shall be a quorum.

Chair

17. The Chair shall chair any general meeting or in his or her absence some other Trustee nominated by the Trustees shall preside as chair of the meeting, but if neither the Chair nor such other Trustee (if any) be present within fifteen minutes after the time appointed for holding the meeting, the Trustees present shall elect one of their number to be chair and, if there is only one Trustee present and willing to act, he or she shall be chair.
18. If no Trustee is willing to act as chair, or if no Trustee is present within fifteen minutes after the time appointed for holding the meeting, the Members present and entitled to vote shall choose one of their number to be chair, save that a proxy holder shall not be entitled to be appointed chair.

Attendance

19. A Trustee, even if not a Member, and the Secretary (if any) may attend and speak (but not vote) at any general meeting.

Adjournment

20. The chair may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.

Poll

21. A resolution put to the vote of a meeting shall be decided on a show of hands unless before or on the declaration of the result of the show of hands a poll is duly demanded. Subject to the provisions of the Companies Acts, a poll may be demanded:-

21.1 by the chair; or

21.2 by at least ten Members having the right to vote at the meeting; or

21.3 by a Member or Members representing at least one-tenth of the total voting rights of all the members having the right to vote at the meeting;

and a demand by a person as proxy for a Member shall be the same as a demand by the Member.

22. Unless a poll is duly demanded a declaration by the chair that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
23. The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chair and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.
24. A poll shall be taken as the chair directs and he or she may appoint scrutineers (who need not be Members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
25. In the case of an equality of votes, whether on a show of hands or on a poll, the resolution shall be deemed to have failed.
26. A poll demanded on the election of the chair or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the chair directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
27. No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.
28. The proceedings at any meeting or on the taking of any poll shall not be invalidated by reason of any accidental informality or irregularity or any want of qualification in any of the persons present or voting.

Written resolutions

29. Subject to Article 30, a written resolution of the Students' Union passed in accordance with these Articles 29 to 34 shall have effect as if passed by the Students' Union in general meeting.
- 29.1 A written resolution is passed as an ordinary resolution if it is passed by a simple majority of the total voting rights of eligible Members.
- 29.2 A written resolution is passed as a special resolution if it is passed by Members representing not less than 75% of the total voting rights of eligible Members. A written resolution is not a special resolution unless it states that it was proposed as special resolution.
- 29.3 In relation to a resolution proposed as a written resolution of the Students' Union the eligible Members are the Members who would have been entitled to vote on the resolution on the circulation date of the resolution.
30. A Members' resolution under the Companies Acts removing a Trustee or an auditor before the expiration of his or her term of office may not be passed as a written resolution.

31. A copy of the written resolution must be sent to every Member together with a statement informing the Member how to signify their agreement to the resolution and the date by which the resolution must be passed if it is not to lapse. Communications in relation to written resolutions shall be sent to the Students' Union's auditors in accordance with the Companies Acts.
32. A Member signifies their agreement to a proposed written resolution when the Students' Union receives from him or her an authenticated document identifying the resolution to which it relates and indicating his or her agreement to the resolution provided that:
 - 32.1 if the document is sent to the Students' Union in hard copy form, it is authenticated if it bears the Member's signature; and
 - 32.2 if the document is sent to the Students' Union by electronic means, it is authenticated if it bears the Member's signature or if the identity of the Member is confirmed in a manner specified by the Students' Union or if it is accompanied by a statement of the identity of the Member and the Students' Union has no reason to doubt the truth of that statement or if it is from an email address specified by the Member to the Students' Union for the purposes of receiving documents or information by electronic means.
33. A written resolution is passed when the required majority of eligible Members have signified their agreement to it.
34. A proposed written resolution lapses if it is not passed within 28 days beginning with the circulation date.

Votes of Members

35. On a show of hands every person present and entitled to vote in person shall have one vote. On a poll every Member present in person or by proxy shall have one vote.
36. No Member may vote on any matter in which he or she is personally interested, pecuniarily or otherwise, or debate on such a matter without in either case the permission of the majority of the Members present in person or by proxy at the meeting, such permission to be given or withheld without discussion.
37. No Member shall be entitled to vote at any general meeting unless all monies presently payable by him or her to the Students' Union have been paid.
38. A Member in respect of whom an order has been made by any court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder may vote, whether on a show of hands or on a poll, by his or her receiver, curator bonis or other person authorised in that behalf appointed by that court and any such receiver, curator bonis or other person may, on a poll, vote by proxy. Evidence to the satisfaction of the Trustees of the authority of the person claiming to exercise the right to vote shall be deposited at the office, or at such other place as is specified in accordance with the Articles for the deposit of instruments of proxy, at least 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in default the right to vote shall not be exercisable.
39. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chair whose decision shall be final and binding.

Proxies

40. A proxy shall be in writing, executed by the appointing Member and shall be in the following form (or in form as near thereto as circumstances allow or in any other form which is usual or which the Trustees may approve):-

“University Campus Suffolk Students’ Union,

I/We, [], of [], being a Member/Members of the above named Students’ Union, hereby appoint [the Chair of the meeting/name of proxy] as my/our proxy to vote in my/our name(s) and on my/our behalf at the general meeting of the Students’ Union to be held on [], and at any adjournment thereof.

Signed this [] day of [] 20[]”

41. Where it is desired to afford Members an opportunity of instructing the proxy how he or she shall act a proxy shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Trustees may approve):-

“University Campus Suffolk Students’ Union,

I/We, [], of [], being a Member/Members of the above named Students’ Union, hereby appoint [the Chair of the meeting/name of proxy] as my/our proxy to vote in my/our name(s) and on my/our behalf at the general meeting of the Students’ Union to be held on [], and at any adjournment thereof.

This form is to be used in respect of the resolutions mentioned below as follows:

**Resolution No 1 *for *against
Resolution No 2 *for *against**

Strike out whichever is not desired.

Unless otherwise instructed, the proxy may vote as he or she thinks fit or abstain from voting.

Signed this [] day of [] 20[]”

42. The chair of the meeting of the Students’ Union shall be entitled to be appointed as proxy for any member.
43. The instrument appointing a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the Trustees may:-
- 43.1 be deposited at the Office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Students’ Union in relation to the meeting at least 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or
 - 43.2 in the case of a poll taken more than 48 hours after it is demanded, be deposited as aforesaid after the poll has been demanded and at least 24 hours before the time appointed for the taking of the poll; or
 - 43.3 where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chair or to the Secretary;

and an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid.

44. A vote given or poll demanded by proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous termination of the authority of the person voting or demanding a poll unless notice of the termination was received by the Students' Union at the Office or at such other place at which the instrument of proxy was duly deposited before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

Remote Attendance at General Meetings

45. The Students' Union may make arrangements for Members to attend a general meeting by televisual or other electronic or virtual means provided that all attendees may securely identify themselves, hear the proceedings and cast their votes online.

Trustees

Appointment and Number of Trustees

46. Prior to the Transfer Date, the only Trustees of the Students' Union shall be Howard Smith and Gordon Kerr. Thereafter, the minimum number of Trustees shall be six and the maximum number of Trustees shall be nine consisting of:
 - 46.1 two Sabbatical Trustees elected in accordance with Article 47; and
 - 46.2 not fewer than one and not more than two Student Trustees appointed in accordance with Article 48; and
 - 46.3 not fewer than three and not more than five Non-Student Trustees appointed in accordance with Article 51.

Sabbatical Trustees

47. Up to two Sabbatical Trustees shall be elected by secret ballot by the Members of the Students' Union at an election to be held in accordance with the Bye-Laws and shall remain in office for a term of one year immediately following their election and terminating on 30 June in the next Year. The terms of office may be shorter or longer on a transitional basis to coincide with an alteration of the Academic Year start or end. Subject to a transitional change in the year of office:
 - 47.1 Sabbatical Trustees may be re-elected for a maximum further term of office of one year by the Members of the Students' Union at an election to be held in accordance with the Bye-Laws. For the avoidance of doubt, a Sabbatical Trustee may serve a maximum of two terms of office as a Sabbatical Trustee and these terms of office may be either consecutive or non-consecutive;
 - 47.2 each Sabbatical Trustee must be a Member at the time of his or her election and shall become a Member on the commencement of his or her term of office as a Sabbatical Trustee. Such membership shall cease when the Sabbatical Trustee ceases to be a Sabbatical Trustee;
 - 47.3 the Sabbatical Trustees shall be deemed to be "major union office holders" for the purposes of section 22 of the Education Act 1994;
 - 47.4 at the same time as commencing the term of office as a Trustee, the Sabbatical Trustee will enter into a contract of employment with the Students' Union for a period to be determined by these Articles;

- 47.5 the duties and method of remuneration of each Sabbatical Trustee shall be set out in the Bye-Laws; and
- 47.6 a person who has served as a Non-Student Trustee may not be elected to serve as a Sabbatical Trustee until a period of not less than two years has elapsed since the end of his or her term of office as a Non-Student Trustee.

Student Trustees

48. Up to two Student Trustees shall be elected by the Union Council in accordance with the Bye-Laws provided that a person who has served as either a Sabbatical Trustee or Non-Student Trustee may not be elected to serve as a Student Trustee until a period of not less than two years has elapsed since the end of his or her term of office as a Sabbatical Trustee or Non-Student Trustee.
49. A Student Trustee shall remain in office for a term of two years immediately following his or her election and terminating at the end of the Academic Year. The term of office may be shorter or longer on a transitional basis to coincide with the alteration of the Academic Year start or end.
50. A Student Trustee may serve a maximum of one term of office as a Student Trustee.

Non-Student Trustees

51. The Non-Student Trustees shall be appointed by a simple majority vote of the Union Council from such persons as have been nominated by the Appointments Panel, provided that a person who has served as either a Sabbatical Trustee or a Student Trustee may not be appointed as a Non-Student Trustee until a period of not less than two years has elapsed since the end of his or her term of office as a Sabbatical Trustee or Student Trustee.
52. Non-Student Trustees shall remain in office for a term of up to two years calculated from the date of appointment.
53. At the end of their first term of office of two years, Non-Student Trustees shall be eligible for re-appointment by a simple majority vote of the Union Council for a further term of office of up to two years but shall not be eligible for re-appointment thereafter if they have served a maximum total term of office of four years.

Replacement of Trustees

54. In the event of a vacancy on the Board of Trustees:
- 54.1 if a Non-Student Trustee resigns, is disqualified or is removed from office, a Non-Student Trustee shall be appointed to the vacancy in accordance with Article 51; and
- 54.2 if a Student Trustee resigns, is disqualified or is removed from office, a Student Trustee shall be elected to the vacancy in accordance with Article 48.
55. If a Sabbatical Trustee resigns, is disqualified or removed from office, an election to fill the vacancy that will result on the Board of Trustees shall be held in accordance with the Bye-Laws. For the avoidance of doubt, any person elected under this Article after completing his or her first semester or trimester (as applicable) of the Academic Year shall not be required to assume any other responsibilities of the Sabbatical Trustee whereas a person elected under this Article during his or her first semester or trimester (as applicable) may be required to assume some or all of the responsibilities of the outgoing Sabbatical Trustee if this is deemed appropriate by a majority of the Trustees.

56. If a person resigns between their election to the role of Sabbatical Trustee and becoming a Sabbatical Trustee, the vacancy shall be filled in accordance with the Bye-Laws. For the avoidance of doubt, any person elected under this Article shall be required to assume any other responsibilities of the Sabbatical Trustee.

Powers of Trustees

57. Subject to the provisions of the Companies Acts, the Education Act, the Memorandum and the Articles and any Bye-Laws in force from time to time, the business of the Students' Union shall be managed by the Trustees who may exercise all the powers of the Students' Union. No alteration of the Memorandum or Articles shall invalidate any prior act of the Trustees which would have been valid if that alteration had not been made. The powers given by this Article shall not be limited by any special power given to the Trustees by the Articles and a meeting of Trustees at which a quorum is present may exercise all powers exercisable by the Trustees.
58. The Board of Trustees' powers under Article 57 shall include but not be limited to ultimate responsibility for:
- 58.1 the management and administration of the Students' Union;
 - 58.2 the governance of the Students' Union;
 - 58.3 the budget of the Students' Union; and
 - 58.4 strategy of the Students' Union.
59. No person may be appointed as a Trustee:
- 59.1 unless he or she has attained the age of 18 years; or
 - 59.2 in circumstances such that, had he or she already been a Trustee, he or she would have been disqualified from acting under the provisions of Article 60.

Disqualification and removal of Trustees

60. The office of a Trustee shall be vacated if:-
- 60.1 he or she ceases to be a Trustee by virtue of any provision of the Companies Acts or he or she becomes prohibited by law from being a director of a company; or
 - 60.2 he or she is disqualified under the Charities Act 1993 from acting as a Trustee; or
 - 60.3 in the case of a Student Trustee, he or she ceases to be a Student; or
 - 60.4 in the case of a Sabbatical Trustee, he or she resigns as an employee of the Union or his or her employment with the Students' Union otherwise ceases; or
 - 60.5 he or she becomes bankrupt or makes any arrangement or composition with his or her creditors generally; or
 - 60.6 the Trustees reasonably believe he or she is suffering from mental disorder and is incapable of acting and they resolve that he or she be removed from office; or
 - 60.7 he or she resigns his or her office by notice to the Students' Union (but only if at least two Trustees will remain in office when the notice of resignation is to take effect); or

- 60.8 he or she is the subject of a non-binding motion of no confidence passed by the Union Council in accordance with the Bye-Laws and this is ratified by the Trustees subject to Articles 60.11 or 60.12; or
- 60.9 he or she is absent from three consecutive meetings of the Trustees without good cause; or
- 60.10 a motion of no confidence in the Trustee is passed by a simple majority of Members voting in a Referendum, provided that 10% or more of the Members cast a vote in the Referendum. Such a motion shall only be triggered by a petition of no confidence signed by at least 5% of Members; or
- 60.11 he or she is a Non-Student Trustee and is removed by a resolution to that effect passed by at least a two-thirds majority of the Trustees; or
- 60.12 he or she is an Elected Trustee and is removed by a two-thirds majority of the Elected Trustees.
- 60.13 Subject to Article 61 below, where the Trustee removed under Articles 60.1 to 60.12 above is a Sabbatical Trustee, he or she may also be removed both from his or her remunerated sabbatical position as an employee of the Union and as a Trustee.

Rights of Removed Trustee

- 61. A Trustee who is removed under Articles 60.11 or 60.12 shall have the following rights:
 - 61.1 a resolution to remove a Trustee shall not be passed unless the Trustee concerned has been given at least 14 clear days' notice in writing that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office, and has been afforded a reasonable opportunity of being heard by or making representations in writing to the Trustees; and
 - 61.2 a Trustee removed from office shall be entitled to appeal the decision to remove him or her to an appeal committee within 14 days of the resolution. The selection of the members of the appeal committee and its procedures will be as set out in the Bye-Laws.

Bye-Laws

- 62. The Trustees shall have power from time to time to make, repeal or alter Bye-Laws as to the management of the Students' Union and its affairs, as to the duties of any officers or employees of the Students' Union, as to the conduct of business by the Trustees or any committee and as to any of the matters or things within the powers or under the control of the Trustees provided always that such Bye-Laws shall:
 - 62.1 not be inconsistent with the Memorandum or the Articles, and in the event of any inconsistency between the Bye-Laws and the provisions of these Memorandum and Articles of Association these Memorandum and Articles of Association shall prevail; and
 - 62.2 be subject to the approval of the Union Council in the case of any amendment after the Transfer Date.

Code of Practice

- 63. University Campus Suffolk and the Trustees shall take such steps as are reasonably practicable to comply with any Code of Practice prepared by the University Campus Suffolk in accordance with section 22 of the Education Act 1994.

Delegation of Trustees' powers

64. The Trustees may, by power of attorney or otherwise, appoint any person to be the agent of the Students' Union for such purposes and on such conditions as they determine.

Delegation to committees

65. Subject to Article 65.6 below, the Trustees may delegate any of their powers or the implementation of any of their resolutions to any committee including for the avoidance of doubt the Executive Committee and the Union Council in accordance with the following conditions:
- 65.1 the resolution making that delegation shall specify those who shall serve or be asked to serve on such committee (though the resolution may allow the committee to make co-options up to a specified number); and
 - 65.2 the composition of any such committee shall be entirely in the discretion of the Trustees and may comprise such of their number (if any) as the resolution may specify; and
 - 65.3 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 forthwith to the Trustees and for that purpose every committee shall appoint a secretary; and
 - 65.4 all delegations under this Article shall be revocable at any time; and
 - 65.5 the Trustees may make such regulations and impose such terms and conditions and give such mandates to any such committee or committees as they may from time to time think fit.
 - 65.6 Save that Articles 65.1 and 65.2 shall not apply to the Union Council or the Executive Committee which will be constituted and governed in accordance with the Bye-Laws.
66. For the avoidance of doubt, the Trustees may delegate all financial matters to any committee and may empower such committee to resolve upon the operation of any bank account according to such mandate as it shall think fit whether or not requiring a signature of any Trustee, provided always that no committee shall incur expenditure on behalf of the Students' Union except in accordance with a budget which has been approved by the Trustees.
67. The meetings and proceedings of any committee shall be governed by the provisions of the Articles regulating the meetings and proceedings of the Trustees so far as the same are applicable and are not superseded by any regulations made by the Trustees.

Delegation of day to day management powers

68. In the case of delegation of the day to day management of the Students' Union to a Chief Executive or other managers or officers:
- 68.1 the delegated power shall be to manage the Students' 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;
 - 68.2 the Trustees shall provide the manager with a description of his or her role and the extent of his or her authority; and

- 68.3 the manager shall report regularly to the Trustees on the activities undertaken in managing the Students' Union and provide them regularly with management accounts sufficient to explain the financial position of the Students' Union.

Expenses of Trustees

69. The Trustees may be paid all reasonable travelling, hotel, and other expenses properly incurred by them in connection with their attendance at meetings of Trustees or committees of Trustees or general meetings or separate meetings of the holders of debentures of the Students' Union or otherwise in connection with the discharge of their duties.

Proceedings of Trustees

70. Subject to the provisions of the Articles, the Trustees may regulate their proceedings as they think fit.

Notice

71. Two Trustees may, and the Secretary at the request of two Trustees shall, call a meeting of the Trustees.
72. A Trustees' meeting shall be called by at least five clear days' notice unless either:-
- 72.1 all the Trustees agree; or
 - 72.2 urgent circumstances require shorter notice.
73. Notice of Trustees' meeting shall be given to each Trustee.
74. Every notice calling a Trustees' meeting shall specify the place, day and time of the meeting and general particulars of all business to be considered at such meeting.
75. Notice of Trustees' meetings shall be given in accordance with Articles 97 to 102.

Decision Making by Trustees at Meetings

76. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the Chair shall not have a casting vote.
77. The Trustees shall hold a minimum of 5 meetings in any Academic Year, with at least one in each three month period between 1 October and 30 June in every Year.

Quorum

78. Prior to the Transfer Date, the quorum for the transaction of the business of the Trustees shall be two. Thereafter, the quorum shall be five comprising two Elected Trustees and three Non-Student Trustees except that in cases where all the Sabbatical Trustees have a conflict of interest the quorum shall instead be four comprising one Elected Trustee and three Non-Student Trustees.
79. The continuing Trustees or a sole continuing Trustee may act notwithstanding any vacancies in their number but, if and so long as the number of Trustees is less than the number fixed as a quorum, the Trustees may act for the purpose of increasing the number of Trustees to that number or of summoning a general meeting of the Students' Union but for no other purpose.
80. Unless he or she is unwilling to do so, the Chair shall preside at every meeting of Trustees at which he or she is present. If there is no Trustee holding that office, or if the

Trustee holding it is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the Trustees present may appoint one of the Non-Student Trustees present to be chair of the meeting.

81. All acts done by a meeting of Trustees, or of a committee of Trustees, or by a person acting as a Trustee shall, even if afterwards discovered that there was a defect in the appointment of any Trustee or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Trustee and had been entitled to vote.

Decisions without a meeting

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

Majority Decisions without meeting

83. The Trustees may take a majority decision without holding a Trustees' meeting if:
- 83.1 a Trustee has become aware of a matter on which the Trustees need to take a decision;
 - 83.2 that Trustee has made the other Trustees aware of the matter and the need for a decision;
 - 83.3 the Trustees have had a reasonable opportunity to communicate their views on the matter and the decision to each other; and
 - 83.4 a majority of the Trustees indicate their agreement by any means to a particular decision on that matter.

Virtual Meetings

84. A meeting of the Trustees may be held by telephone or by televisual or other electronic or virtual means agreed between the Trustees in which all participants may communicate simultaneously with all other participants.

Conflicts of interest

85. Whenever a Trustee finds himself or herself in a situation that is reasonably likely to give rise to a Conflict of Interest, he or she must declare his or her interest to the Trustees unless, or except to the extent that, the other Trustees are or ought reasonably to be aware of it already.
86. Whenever a matter is to be discussed at a meeting or decided in accordance with Articles 82 or 83 and a Trustee has a Conflict of Interest in respect of that matter then, subject to Article 88, he or she must:
- 86.1 remain only for such part of the meeting as is in the view of the Trustees necessary to inform the debate;
 - 86.2 not be counted in the quorum for that part of the meeting; and
 - 86.3 withdraw during the vote and have no vote on the matter

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

Trustees' power to authorise a conflict of interest

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

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

- 88.2 the manner in which a Conflict of Interest arising out of any Trustee's office, employment or position may be dealt with and, for the avoidance of doubt, they can decide that the Trustee with a Conflict of Interest can participate in a vote on the matter and can be counted in the quorum provided that when deciding to give such authorisation the provisions of Article 86 shall be complied with

and provided that nothing in this Article 88 shall have the effect of allowing the Trustees to authorise a benefit that is not permitted in accordance with the Memorandum.

89. If a matter, or office, employment or position, has been authorised by the Trustees in accordance with Article 88 then even if he or she has been authorised to remain at the meeting by the other Trustees, the Trustee may absent himself or herself from meetings of the Trustees at which anything relating to that matter, or that office, employment or position, will or may be discussed.

90. A Trustee shall not be accountable to the Students' Union for any benefit which he or she derives from any matter, or from any office, employment or position, which has been authorised by the Trustees pursuant to Article 88 (subject in any such case to any limits or conditions to which such approval was subject).

91. When a Trustee has a Conflict of Interest which he or she has declared to the Trustees, he or she shall not be in breach of his or her duties to the Students' Union by withholding confidential information from the Students' Union if to disclose it would result in a breach of any other duty or obligation of confidence owed by him or her.

Register of Trustees' interests

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

General

Secretary

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

- 93.1 anything authorised or required to be given or sent to, or served on, the Students' Union by being sent to its Secretary may be given or sent to, or

served on, the Students' Union itself, and if addressed to the Secretary shall be treated as addressed to the Students' Union; and

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

Minutes

94. The Trustees shall keep minutes:-

94.1 of all appointments of officers made by the Trustees; and

94.2 of all proceedings at meetings of the Students' 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 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 Students' Union, be sufficient evidence of the proceedings. The minutes must be kept for at least ten years from the date of the meeting, resolution or decision.

Accounts and Reports

95. The Students' Union may impose reasonable restrictions as to the time at which and the manner in which the statutory books and accounting records of the Students' Union may be inspected by the Members but subject thereto the statutory books and accounting records shall be open to inspection by the Members during usual business hours.

96. The Trustees shall comply with the requirements of the Companies Acts, the Education Act and the Charities Act 1993 (or any statutory re-enactment or modification of those Acts) as to maintaining a Members' register, keeping financial records, the audit or examinations of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commission of:

96.1 annual reports;

96.2 annual returns; and

96.3 annual statements of account.

Communications by and to the Students' Union

97. Subject to the provisions of the Companies Acts and these Articles:

97.1 a document or information (including any notice) to be given, sent or supplied to any person pursuant to the Articles may be given, sent or supplied in hard copy form, in electronic form or in (in the case of communications by the Students' Union) by making it available on a website;

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

97.3 a document or information (including any notice) may only be given, sent or supplied by being made available on a website if the recipient has agreed (generally or specifically) that the document or information may be sent or

supplied in that manner, or if the recipient is deemed to have so agreed in accordance with the Companies Acts.

98. Any document or information (including any notice) sent to a Member under the Articles may be sent to the Member's postal address as shown in the Student Union's register of Members or (in the case of documents or information sent by electronic means) to an address specified for the purpose by the Member, provided that:
- 98.1 a Member whose registered address is not within the United Kingdom and who gives to the Students' Union an address within the United Kingdom at which notices may be given to him or her, or an address to which notices may be sent by electronic means, shall be entitled to have notices given to him at that address, but otherwise no such Member shall be entitled to receive any notice from the Students' Union; and
 - 98.2 the Students' Union is not required to send notice of a general meeting or a copy of its annual report and accounts to a Member for whom it no longer has a valid address.
99. Any document to be served on the Students' Union or on any officer of the Students' Union under the Articles may only be served:
- 99.1 in the case of documents in hard copy form, by sending or delivering them to the Student Union's registered office or delivering them personally to the officer in question; or
 - 99.2 in the case of documents in electronic form, by sending them by electronic means:
 - 99.2.1. to an address notified to the Members for that purpose; and
 - 99.2.2. from an address previously notified to the Students' Union by the Member for the purpose of sending and receiving documents and information.
100. A Member present in person or by proxy at any meeting of the Students' Union shall be deemed to have received notice of the meeting and, where requisite, of the purpose for which it was called.
101. Where a document or information is sent or supplied under the Articles:
- 101.1 Where the document or information is sent or supplied by post, service or delivery shall be deemed to be effected at the expiration of 48 hours after the envelope containing it was posted. In proving such service or delivery it shall be sufficient to prove that such envelope was properly addressed and posted.
 - 101.2 Where the document or information is sent or supplied by electronic means to an address specified for the purpose by the intended recipient, service or delivery shall be deemed to be effected on the same day on which it is sent or supplied. In proving such service it shall be sufficient to prove that it was properly addressed.
 - 101.3 Where the document or information is sent or supplied by means of a website, service or delivery shall be deemed to be effected when:-
 - 101.3.1. the material is first made available on the website; or
 - 101.3.2. (if later) when the recipient received or is deemed to have received notification of the fact that the material was available on the website.

102. Where any document or information has been sent or supplied by the Students' Union by electronic means and the Students' Union receives notice that the message is undeliverable:

102.1 if the document or information has been sent to a Member and is notice of a general meeting of the Students' Union or a copy of the annual report and accounts of the Students' Union, the Students' Union is under no obligation to send a hard copy of the document or information to the Member's postal address as shown in the Student Union's register of Members, but may in its discretion choose to do so; and

102.2 in all other cases, the Students' Union will send a hard copy of the document or information to the Member's postal address as shown in the Student Union's register of members, or in the case of a recipient who is not a Member, to the last known postal address for that person.

102.3 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.

Indemnity

103. Without prejudice to any indemnity to which a Trustee may otherwise be entitled, every Trustee of the Students' Union shall be indemnified out of the assets of the Students' Union in relation to any liability incurred by him or her in that capacity but only to the extent permitted by the Companies Acts; and every other officer of the Students' Union may be indemnified out of the assets of the Students' Union in relation to any liability incurred by him or her in that capacity, but only to the extent permitted by the Companies Acts.

Trustees' Indemnity Insurance

104. The Trustees shall have power to resolve pursuant to clause 4.31 of the Memorandum to effect trustees' indemnity insurance, despite their interest in such policy.

Winding up

105. The provisions of clauses 7 and 8 of the Memorandum of Association relating to the winding up or dissolution of the Students' Union shall have effect and be observed as if the same were repeated in the Articles.

SIGNATURES, NAMES AND ADDRESSES OF SUBSCRIBERS

1.

Name: Howard Smith

Address: 20 Baird Grove, Grange Farm, Kesgrave, Ipswich, Suffolk, IP5 2DQ

Date:

2.

Name: Patrick Reilly

Address: 51 Deben Road, Ipswich, Suffolk IP1 5EL

Date:

UNIVERSITY CAMPUS SUFFOLK STUDENTS' UNION

BYE-LAWS

University Campus Suffolk Students' Union is a company registered in England and Wales with registered number 6967378 and registered office at Waterfront Building, Neptune Quay, Ipswich, IP4 1QJ.

These bye-laws should be read in accordance with the governing documents of University Campus Suffolk Students' Union, namely the memorandum and articles of association.

Nomenclature

The terms used in this document shall have the same meaning as those defined in the governing documents, unless expressly stated otherwise in the bye-laws.

Definitions

1. "university" University Campus Suffolk.
2. "senior staff member" The most senior employee of the Union, excluding all trustees and members of the Executive.

Interpretation

The Trustee Board shall rule on any conflicts relating to the interpretation of these bye-laws.

BYE-LAW ONE

EXECUTIVE COMMITTEE

Role and Membership

1. The Executive Committee (hereinafter called "the Committee") shall, in conjunction with staff members, be responsible for developing, implementing and monitoring the Union's policies related to representation, support and student activities.
2. The Committee shall not be responsible for the Union's financial, legal, physical resources, human resources and commercial affairs.
3. The members of the Committee shall be:
 - 3.1. The full-time officers of the Union
4. The full-time officers of the Union shall be:
 - 4.1. The President (Education and Engagement)
 - 4.2. The Vice-President (Rights and Activities)
5. For the avoidance of doubt, the full-time officers shall act as the Sabbatical Trustees, as defined in the Articles.
6. The full-time officers shall hold office from 1 July in the year in which they are elected to 30 June in the following year.
7. No person may hold more than one position on the Committee at any one time.
8. The full-time officers shall receive and sign contracts of engagement prior to taking up office. They shall receive an honorarium agreed by the Board of Trustees.

The President (Education and Engagement) shall:

9. Represent and campaign on matters relating directly to students' education.
10. Be the voice of members and the Union on issues relating directly to students' education to external organisations including the press and the National Union of Students.
11. Have overall responsibility for increasing student engagement and participation in the Union's structures including votes, Union Council and consultations.
12. Be the main liaison with the National Union of Students and shall be, ex officio, one of the NUS Conference Delegates.
13. Have overall responsibility for ensuring compliance with the Union's governing documents.

The Vice-President (Rights and Activities) shall:

14. Represent and campaign on matters relating to access to education, equality of opportunity and student welfare.
15. Strengthen and develop relationships between students and the local community.
16. Be the voice of members and the Union on issues relating to students in the community, access to education, equality of opportunity and student welfare to external organisations including the press and the National Union of Students.
17. Have overall responsibility for developing and increasing involvement in the Union's sports clubs and societies.

The full-time officers shall also:

18. Be trustees of the Union (where eligible in law) having legal responsibility for the Union.
19. Be directors of the Union's subsidiary company (where eligible in law) having legal responsibility for the Union's commercial services.
20. Share responsibility for increasing the role of the Union in promoting and identifying volunteering activities and enhancing training delivered to current student volunteers.

The members of the Committee shall:

21. Engage with the University and other relevant organisations, through formal meetings and informal discussions, to achieve improvements to the student experience.
22. Develop support for changes in policy and practice by presenting evidence of student opinion and commissioning new research.
23. Represent the views of the Union's members and seek the views and opinions of the membership.
24. Be bound by the policies of the Union and decisions taken by the Committee and for the successful operation of the Union.

25. Promote the services and activities of the Union, uphold the Union's good name and attend and assist at Union or participating events.
26. Be required to attend and assist at Union events, including subordinate groups, and external events which the Union is associated with.
27. Attend relevant training.
28. Must maintain confidentiality on any matters considered confidential by the Committee.
29. Be accountable to the membership through the Union's democratic structures and be required to present a report on work carried out to each meeting of the Committee and Union Council and to general meetings.
30. Undertake additional responsibilities assigned by the Committee and/or Union Council.

Meetings

31. The Committee shall meet at least once every four weeks during academic term, defined as the academic teaching dates for modular degree programmes at UCS Ipswich.
32. The President (Education and Engagement) shall act as Chair of the Committee.
33. The quorum shall be half the total membership plus one.
34. The senior staff member shall attend meetings of the Committee in a non-voting capacity.
35. The senior staff member, or his/her nominee, shall record meetings of the Committee.
36. Two clear days notice shall be given for all Ordinary Committee meetings.
37. An Emergency Committee meeting may be called with 24 hours notice by:
 - 37.1. The President (Education and Engagement).
38. Any decisions made at an Emergency Committee meeting must be ratified by the next Ordinary Committee meeting or be counted as being nullified *ab initio*.

Employment/Study

39. The full-time officers may not take up any employment – paid or unpaid – which conflicts with the aims, objectives or business of the Union or any of its subsidiaries.
40. The full-time officers may not take up or continue on any course of education at the University for the duration of their term of office, except for short courses related to ongoing training for this role. Such short courses must be authorised by the Board of Trustees in advance.
41. All members of the Committee must notify the Board of Trustees of any course of education or any employment – paid or unpaid.

Dismissal and Resignation:

42. Any member of the Committee may be removed from his/her position by simple majority vote in a referendum.
43. Any member of the Committee holding positions on any University or external committees, boards or other such body by virtue of their position shall be deemed to have resigned from such position immediately on leaving Union office.
44. If a member of the Committee fails to attend two consecutive ordinary meetings during his/her term in office, without his/her apologies having been accepted by the meeting, s/he shall be deemed to have resigned and may not run for re-election in the resulting bye-election.
45. If a member of the Committee fails to attend four meetings consecutively with or without giving apologies, s/he shall be deemed to have resigned and may not run for re-election in the resulting bye-election.

BYE-LAW TWO

UNION COUNCIL

Role and Membership

1. The normal functions of the Union Council shall be to consider all matters pertaining to the social, cultural and recreational life of the university, and to the education and welfare of students.
2. The Union Council shall advise the Executive of the concerns and needs of the general student body and shall also inform the general student body on policy matters and general issues within the Union.
3. In making decisions, the Union Council shall also have the power to mandate the Executive to carry out the necessary duties required in order to address the concerns and needs of the student body.

Membership

4. The membership of the Union Council shall be as follows:
 - 4.1 All members of the Executive Committee;
 - 4.2 Course representatives elected in accordance with these bye-laws;
5. The Union Council shall have the power to elect a chairperson from amongst their number.
6. No member of the Executive shall be eligible to be Chair.
7. The senior staff member of the Union, or his/her nominee, shall attend Union Council as an observer.
8. The senior staff member of the Union, or his/her nominee, shall record all Union Council meetings.
9. Other Union staff members and Trustees of the Union may attend as observers.
10. Other guests may be invited as observers or to speak, subject to a majority vote of Council.

Standing Orders

11. All Union Council meetings shall be conducted in accordance with such Standing Orders as may be determined from time to time.
12. Such Standing Orders may be suspended by a two-thirds (2/3) majority of those present and voting.
13. Standing Orders may not be suspended retrospectively.

Ordinary Meetings

14. The Union Council shall hold at least one meeting per month during the months of October to May inclusive.
15. The schedule of meetings shall be published by the Union at the start of the academic year.
16. In the event of a change of the date of a meeting being required, at least four clear days notice shall be given of the new date.
17. Notice for all meetings shall be placed on the Union notice board(s) and website(s).
18. Any motion or items for inclusion on the agenda of an ordinary meeting shall be submitted to the senior staff member or his/her nominee in writing not less than two clear days before the meeting at which they are to be discussed. Each motion shall bear the name of the proposer.
19. The quorum for all ordinary meetings of the Union Council shall be twenty voting members.
20. In the event of a successful quorum challenge at any point in the proceedings, no further decisions shall be reached at that meeting but any member who has tabled any remaining agenda item(s) shall have the right to table those items at the next ordinary meeting.
21. The Union Council shall have the power to elect sub-committees as it may from time-to-time decide.

Emergency Meetings

22. An Emergency Meeting of the Union Council must be convened by the President within three term days following the receipt of a written request from any of the following:

- A majority of the members of the Executive;
 - One quarter of the members of the Union Council, excluding the Executive.
23. Notice of an Emergency Meeting shall be posted on designated Union notice boards and website(s) immediately.
24. The quorum for an Emergency Union Council meeting shall be one-quarter (1/4) of all voting members of the Union Council.
25. All decisions taken at an Emergency Union Council meeting must be ratified retrospectively at the next ordinary Union Council meeting.

Attendance

26. Members of the Union Council shall be deemed to have resigned if they fail to attend two consecutive meetings without written apologies or three meetings in total.
27. All members of the Executive must provide a written report of work, and any other relevant information, to the Union Council. This report must be given whether the Officer is in attendance or not.
28. Officers may be questioned on their reports.

Casting Vote

29. The Chairperson may vote only in the case of a tied vote and s/he will have the casting vote.

BYE-LAW THREE

ELECTION PROCEDURES

1. This bye-law shall apply for all elections conducted by cross-campus ballot.
2. The election of the Executive Committee shall normally take place in spring on a date decided by the Trustee Board.

Eligibility

3. Only full members of the Union shall have the right to stand and vote in elections and/or hold office.
4. Officers must relinquish any office immediately upon ceasing to be a full member of the Union.
5. The members of the Executive Committee and the Union Council shall be elected by and from the full members of the Union.
6. The President shall be, ex officio, one of the NUS Conference Delegates.

Returning Officer

7. The Returning Officer shall be appointed by the Trustees to oversee all elections and referenda.
8. The Returning Officer may only be removed from office by the Trustee Board.
9. The Returning Officer shall be independent and shall not be a member of the Union.
10. The Returning Officer shall appoint a Deputy Returning Officer and other election officials to ensure the good administration and promotion of the election.
11. The Deputy Returning Officer and Election officials shall be instructed by the Returning Officer on their duties and shall perform these in an impartial manner.
12. The Returning Officer shall be responsible for the conduct of all cross-campus elections.
13. The Returning Officer may remove officials who are not carrying out the Returning Officer's instructions or acting in an impartial manner.
14. The Returning Officer may seek legal advice if they believe that statements made or the contents of publicity could leave the Union open to legal action.
15. The Returning Officer can rule out of order any statement or the contents of any publicity which in his/her view is in breach of the governing documents, bye-laws, regulations of other policies of the Union.
16. Any complaints about the conduct of the election shall be submitted in writing to the Returning Officer before the start of counting of ballots.
17. In determining a complaint, the Returning Officer, after hearing all the appropriate evidence, may either not uphold the complaint or halt elections for specified post(s) or disqualify specified candidate(s) if, in their view, a candidate has breached the requirements set out in the Candidates' Pack, produced by the Union prior to each election.
18. A member of the Union may appeal to the Trustees Board against a ruling of the Returning Officer but such an appeal will only be successful if supported by a two-thirds (2/3) majority of all Trustees

Voting System

19. In any election where only one position is available shall be conducted under the Alternate Vote System.
20. In any election where multiple positions are available shall be conducted under the Single Transferable Vote System.
21. Both election systems shall be as defined by the Electoral Reform Society.

Notification

22. The details of all elections, including the date(s), time(s) and venue(s) for polling; the nomination period(s) and a copy of the election regulations, shall be posted on designated Union notice boards and website(s) by the Returning Officer before the end of January.

Nominations

23. If two or more elections are taking place on the same day or in an election where more than one position is to be filled, a candidate may be nominated for one position only.
24. A candidate's nomination paper must clearly specify the post for which s/he is being nominated, the candidate's name, student identity number and must be signed by the candidate and no less than twenty (20) nominators. All nominators must be full members of the Union.
25. Nomination papers must be returned to the Union office no later than 5:00pm on the prescribed term day. This day shall be advertised on all designated Union notice boards and website(s) and shall be at least seven clear days before the day of the election. Nominations must remain open for five clear days.
26. Written notice of withdrawal of nominations must be received by the Returning Officer no later than 5:00pm on the prescribed term day. This day shall be one clear day after the close of nominations.
27. The Returning Officer shall, within 24 hours of the latest date for withdrawal, make available a list of all validly nominated candidates.

Candidates Training

28. The Returning Officer shall arrange for training to be provided to which all candidates must attend. In exceptional cases, the Returning Officer may absolve any candidates from this requirement.
29. The training will include a briefing on:
 - the roles and responsibilities of each position;
 - the election regulations;
 - the election hustings;
 - campaigning skills;
 - the role of trustees, where appropriate.

Motivations Statements

30. All candidates must submit a motivations statement before the date notified by the Trustee Board.
31. Such statements must be set out in accordance with the Candidates Pack.
32. Motivations statements shall be displayed on appropriate Union notice board(s) and website(s).
33. Save in exceptional circumstances, candidates who do not submit a motivations statement shall be excluded from the election. Exceptions will be at the Returning Officer's discretion.

Voting

34. In all elections where there is only one position to be filled, ballot shall include as an option to 'Re-open nominations', which shall be treated as a candidate for the purposes of polling.
35. If the 'Re-open nominations' candidate is elected, the Returning Officer shall declare the vacancy unfilled and a new election shall be held in accordance with the provisions of this Schedule.
36. The 'Re-open nominations' option shall not apply where there is more than one position to be filled in any one election.
37. Polling shall open no less than seven clear days, and no more than thirty clear days, following the close of nominations.
38. Polling shall be conducted over a period of no less than three days and no more than five days.
39. Polling shall be conducted online using a system approved by the Trustee Board.
40. Each ballot shall bear the name of the office contested and the names of all validly nominated candidates.
41. The order of candidates' names shall be randomised on the ballot except, where an option to 'Re-open nominations' included, this shall be the last name on the ballot.
42. In the event of an online system being unavailable, polling shall be conducted by paper ballot in sealed ballot boxes at appropriate polling stations between the hours of 10:00 and 19:00 on the day(s) of the election, excepting in such cases where the Returning Officer deems it unnecessary to do so.

43. All full members of the Union may vote on production of a current UCS student identity card. A ballot shall be issued to a voter only after his/her name has been checked with the register or s/he by other means, been identified as a full member of the Union.

Vacancies on the Executive Committee

44. If any position on the Executive becomes vacant after the end of January but before the end of June, the Trustee Board shall have discretion over whether to fill the vacancy for the remainder of the term.
45. If the Trustee Board decides to call a bye-election, the Returning Officer shall be notified and s/he shall give notice of the bye-election. Save as provided in this section, the procedures set out elsewhere in this bye-law will apply to bye-elections held under this section.

Current Officers as Candidates

46. Full-time Officers who are seeking election to any post must take paid holiday and/or time off in lieu for the duration of the campaigning/election period.
47. Incumbent Officers may not use any of the resources of their current position that are not accessible to ordinary candidates. This includes, but is not limited to, publicity photos and material, stationery, computers and email addresses.

Publicity in connection with Elections

48. A candidate may only display posters, banners, etc. in such places as may be allowed by the Returning Officer.
49. Candidates must respect all university regulations relating to posters, flyers, etc.
50. Candidates must not display these items outside of the university campus or other areas determined by the Returning Officer.
51. For the purposes of elections, the university campus shall be defined as any grounds owned or leased by the university or any parts of the Learning Network centres notified as such by the Returning Officer.
52. A candidate may not use stickers in any shape or form, or any other such materials deemed inappropriate by the Returning Officer.
53. A candidate shall not distribute, nor cause to have distributed, any manifesto, leaflet, or any similar material until after the date and time decided upon by the Returning Officer.
54. In the event of an online ballot, no canvassing or any like activity shall take place in the immediate vicinity of any computers.
55. In the event of a paper ballot, no canvassing shall take place in the immediate vicinity of the ballot box.
56. Candidates will be issued with a budget for publicity materials to use at a print/copy service nominated by the Union.
57. Candidates may not use the Union's or university's names, logos or images to promote their campaigns.
58. Candidates must uphold the good name of the Union and the university at all times.
59. Candidates may not receive or avail of sponsorship – monetary or otherwise – from any external business or group.
60. Candidates are permitted to use electronic advertising such as websites, Facebook and other social network sites for canvassing purposes.
61. If complaints are received by the Returning Officer regarding the behaviour of a candidate, the Returning Officer shall have the deciding authority, after issuing the candidate with a written warning, to exclude that candidate from the election.

BYE-LAW FOUR

REFERENDUM

1. A referendum of all members of the Union may be called on all matters relating to the policies or officers of the Union.
2. The Trustees shall call a referendum on receiving a requisition to that effect, which has been signed by at least 5% of the membership or has been agreed by a majority vote of the Executive Committee or the Union Council.

Policy matters

3. A referendum may be called in relation to Union policy on such matters as they arise.
4. Such a referendum shall be held not more than twenty-eight days and not less than ten days from the date of their being called.

Removal of Officers

5. A referendum may be called to remove any Officer from his/her position on the Executive Committee.
6. If such a referendum is carried, the Officer shall be deemed to have resigned from his/her position, and any positions held by virtue of that position, with immediate effect.
7. Such referenda shall be held not more than twenty-eight days and not less than ten days from the date of their being called.

Polling

8. Subject to any provisions in this bye-law, referendum polling shall be conducted in accordance with the bye-laws governing elections.
9. There shall be two options on the ballot and a simple majority is required to carry the motion.
10. The "Re-open Nominations" clause shall not apply in any referendum.

BYE-LAW FIVE

CLUBS & SOCIETIES

1. The Union's social, sporting and other student groups shall, at the discretion of the Executive Committee, be classified as one of the following:
 - Club;
 - Society.
2. The term 'club' shall apply to recognised sporting groups. The term 'society' shall apply to recognised non-sporting activity groups.
3. All clubs and societies must have a written constitution which will state the aims, membership and officers of the club.
4. Clubs and societies shall normally have a minimum of twenty (20) members. Fewer members may be allowed in special cases at the discretion of the Executive Committee.
5. Clubs and societies must be affiliated to the Union.
6. Any member of the Union may join any club or society and shall be entitled to participate fully in the governance of such club or society, including holding committee positions.
7. Associate members of the Union shall be entitled to join any club or society subject to the consent of the Executive Committee. They shall not, however, be entitled to hold committee positions.
8. Each club and society shall elect, as a minimum, the following officers:
 - Chairperson
 - Treasurer
 - Secretary
9. Other officers may also be elected subject to the provisions of each club or society's constitution.
10. Each club and society shall hold an Annual General Meeting before the end of semester two. The accounts shall be presented to the AGM and elections shall be held to form the new committee.
11. The President must be informed of any change of committee members. All members of the club or society who have paid their subscriptions are entitled to attend and vote.
12. All clubs and societies shall abide by any regulations laid down from time-to-time by the Union.
13. All clubs and societies shall operate within the guidelines set out in the clubs' and societies' handbook.
14. All properties of the clubs and societies are the properties of the Union.
15. All clubs and societies shall send at least one committee member to every Union general meeting and shall encourage other members to take part in the democratic processes of the Union.

BYE-LAW SIX

AFFILIATIONS TO EXTERNAL BODIES

1. The Union and its recognised subordinate groups shall have the right to affiliate to any organisation, which furthers their aims and objects.
2. Such affiliations must not contravene the governing documents, these bye-laws or any applicable law.
3. All motions of affiliation must be passed by a simple majority vote of those present and entitled to vote at a general meeting.
4. The Union's subordinate groups may affiliate to religious or political bodies that further their aims and objects, subject to approval by the Union Council.
5. The Union and its subordinate groups shall not knowingly affiliate to any organisation deemed to be illegal, or which violates Union or university policies.
6. The Trustee Board shall publish an annual list of external affiliations, irrespective of whether an affiliation fee has been paid, or donation given, and these shall be reviewed annually by the Annual General Meeting.
7. Any affiliation shall be subject to the Union or subordinate group meeting the affiliation requirements and completing the application processes of the respective organisations.

BYE-LAW SEVEN

COMPLAINTS

1. Complaints relating to the conduct of elections shall be addressed to the Returning Officer through the processes outlined in the bye-laws.
2. This complaints procedure shall be made available to all students or groups of students who are dissatisfied in their dealings with the Union or claim to be unfairly disadvantaged by reason of their having exercised their right to opt out of membership of the Union.
3. Any complaint about the Union shall be addressed to the President. In any circumstances where the complaint relates to the President, it shall be addressed to the senior staff member.
4. The President and senior staff member shall discuss the complaint and attempt to resolve the complaint with the complainant.
5. If this is unsatisfactory to the complainant, the complaint shall be forwarded to the Trustee Board.
6. The Trustee Board shall, within ten working days of receipt, consider the complaint and the Chair, or his/her nominee, will reply accordingly.
7. If the complainant is not satisfied with the response, they may appeal to the university, which shall appoint an independent person to consider and resolve the complaint.
8. Members who complain shall also be referred to the mechanisms in the governing documents about changing the policies of the Union.

BYE-LAW EIGHT

OPTING OUT OF MEMBERSHIP

1. Every student shall have the right to relinquish their membership of the Union.
2. Any student who opts out of the Union shall continue to have the right to attend Union-run events and participate in the activities of clubs and societies.
3. Any student who opts out of the Union shall not be eligible to participate in the governance functions of the Union. This includes not being able to vote or stand for any Union office or representative position, including club, society or any other subordinate group positions.
4. Any student wishing to opt out must indicate this in writing to the President. This request shall be brought to the attention of the next meeting of the Trustee Board.
5. Any application to opt out is valid for that academic year only. Any student who decides to opt out for a further period must, on an annual basis, follow the process outlined in this bye-law.
6. Any student who has opted out but who later wishes to become a member of the Union shall notify the President in writing. This application shall be considered at the next meeting of the Trustee Board. A student will not be eligible to take up the full privileges of membership until the Trustee Board has approved the application.

BYE-LAW NINE

APPOINTMENT OF EXTERNAL TRUSTEES

1. On the occurrence of a vacancy in the Non-Student Trustees, the Trustee Board shall carry out a skills, experience and diversity audit of the Trustee Board to identify the skills, experience, characteristics and backgrounds that are needed to provide high quality effective governance.
2. The Trustee Board shall prepare job description(s), person specification(s) and an information pack for prospective Trustees.
3. The Trustee Board shall prepare a recruitment plan and timetable.
4. The Trustee Board shall advertise the vacancies but whatever means they deem appropriate.
5. The Appointments Panel, as constituted in the Articles of Association, shall recommend to the Union Council for appointment a number of prospective Trustees equal to the number of vacancies.
6. The quorum for the Panel shall be three, including the President, Chair and the representative nominated by the university.
7. The Union Council shall appoint or reject the prospective Trustees by a simple majority vote (individually).
8. The senior staff member shall service the Panel.

BYE-LAW TEN

APPOINTMENT OF STUDENT TRUSTEES

1. On the occurrence of a vacancy in the Student Trustees the vacancy shall be advertised and an application process shall be undertaken.
2. The senior staff member or his/her nominee shall prepare an application pack for prospective student trustees.
3. The senior staff member or his/her nominee shall prepare a recruitment plan and a timetable for the application process.
4. The application shall require applicants to declare any potential conflicts of interest.
5. Union Council shall appoint members to a Student Trustee Appointments Panel (hereinafter called "the Panel") to consider applications and to recommend suitable applicants to Union Council.
6. The membership of the Panel shall be no fewer than three and no more than four members of Union Council but shall not include members of the Executive Committee.
7. The quorum for the Panel shall be three.
8. The Panel shall elect a Chair from amongst their number.
9. The senior staff member or his/her nominee shall service the Panel.
10. The senior staff member or his/her nominee shall provide appropriate training for the Panel.
11. The Panel will assess applications and shortlist applicants for interview using appropriate guidance on the role of trustees published by the Charity Commission.
12. The Panel will interview shortlisted applicants using appropriate guidance on the role of trustees published by the Charity Commission and will recommend all suitable applicants for the role of Student Trustee to Union Council.
13. In the event that the number of suitable applicants is equal to or fewer than the number of advertised vacancies, Union Council shall approve or reject each applicant individually by a simple majority vote.
14. In the event that the number of suitable applicants is greater than one and there is only one advertised vacancy, Union Council shall elect Student Trustees using the Alternate Vote System.
15. In the event that the number of suitable applicants is greater than one and there is more than one advertised vacancy, Union Council shall elect Student Trustees using the Single Transferable Vote System.
16. Polling shall be conducted on paper and in secret.
17. The senior staff member or his/her nominee shall act as Returning Officer for any poll conducted under this Bye-Law.
18. A ballot conducted using the Alternate Vote System or Single Transferable Vote System shall include an option to 'Re-open nominations', which shall be treated as a candidate for the purposes of polling.
19. If there is only one vacancy and the 'Re-open nominations' candidate is elected, the Returning Officer shall declare the vacancy unfilled and a new election shall be held in accordance with the provisions of this Schedule.
20. If there is more than one vacancy and the 'Re-open nominations' candidate is elected at any point, no further candidates shall be elected and the Returning Officer shall declare the appropriate number of vacancies unfilled and a new election shall be held in accordance with the provisions of this Bye-Law.
21. All election systems shall be as defined by the Electoral Reform Society.