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**Constitution**  
**of**  
**Staffordshire University Students' Union**

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## **Staffordshire University Students' Union Constitution**

### **BACKGROUND**

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

## **PART 1**

### **KEY CONSTITUTIONAL PROVISIONS**

#### **1. Definitions and Interpretation**

The meanings of any defined terms used in this Constitution are set out in clause [59]. If any dispute arises in relation to the interpretation of this Constitution or any of the Byelaws, it shall be resolved by the Board of Trustees.

#### **2. Name**

The name of the charitable incorporated organisation ("the Union") is:

Staffordshire University Students' Union

#### **3. National location of principal office**

The Union must have a principal office in England or Wales. The principal office of the Union is in England.

#### **4. Objects**

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

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

#### **5. Powers**

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

- 5.1 Provide services and facilities for Student Members;
- 5.2 Establish, support, promote and operate a network of student activities for Student Members;
- 5.3 Support any RAG or similar fundraising activities carried out by Student Members for charitable causes, including the provision of administrative support, banking facilities and acting as a holding trustee of any funds raised;
- 5.4 Alone or with other organisations:
  - 5.4.1 Carry out campaigning activities;
  - 5.4.2 Seek to influence public opinion; and

5.4.3 Make representations to and seek to influence governmental and other bodies and institutions

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

- 5.5 Provide or procure the provision of advice, counselling and guidance;
- 5.6 Write, make, commission, print, publish or distribute materials or information in any medium or assist in these activities;
- 5.7 Promote, initiate, develop or carry out education and training and arrange, provide or assist with exhibitions, lectures, meetings, seminars, displays or classes;
- 5.8 Promote, encourage, carry out or commission research, surveys, studies or other work, making the useful results available;
- 5.9 Provide or appoint others to provide advice, guidance, representation and advocacy;
- 5.10 Enter into contracts to provide services to or on behalf of other bodies;
- 5.11 Co-operate with other charities, voluntary bodies, statutory authorities and other bodies and exchange information and advice with them;
- 5.12 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;
- 5.13 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 Union's objects);
- 5.14 Undertake and execute charitable trusts;
- 5.15 Amalgamate or merge with or acquire or undertake all or any of the property, liabilities and engagements of any Body;
- 5.16 Pay out of the funds of the Union the costs of forming and registering the Union;
- 5.17 Accept (or disclaim) gifts of money and any other property;
- 5.18 Raise funds by way of subscription, donation or otherwise;
- 5.19 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;

- 5.20 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 (in exercising this power the Union must comply as appropriate with the Act);
- 5.21 Borrow or raise and secure the payment of money for any purpose including for the purposes of investment or of raising funds, including charging property as security for the repayment of money borrowed or as security for a grant or the discharge of an obligation (the Union must comply as appropriate with the Act if it wishes to mortgage land);
- 5.22 Make grants or loans of money and give guarantees;
- 5.23 Set aside funds for special purposes or as reserves against future expenditure, and impose restrictions, which may be revocable or irrevocable, on the use of any property of the Union, including (without limitation) by creating permanent endowment;
- 5.24 Invest and deal with the Union's money not immediately required for its objects in or upon any investments, securities, or property;
- 5.25 Delegate the management of investments to an appropriately experienced and qualified Financial Expert, provided that:
  - 5.25.1 The investment policy is set down in writing for the Financial Expert by the Trustees;
  - 5.25.2 Every transaction is reported in a timely manner to the Trustees;
  - 5.25.3 The performance of the investments is reviewed regularly by the Trustees;
  - 5.25.4 The Trustees are entitled to cancel the delegation at any time;
  - 5.25.5 The investment policy and the delegation arrangements are reviewed regularly;
  - 5.25.6 All payments due to the Financial Expert are on a scale or at a level which is agreed in advance and are notified in a timely manner to the Trustees on receipt; and
  - 5.25.7 The Financial Expert may not do anything outside the powers of the Trustees;
- 5.26 Arrange for investments or other property of the Union to be held in the name of a nominee or nominees and pay any reasonable fee required;
- 5.27 Lend money and give credit to, take security for such loans or credit and guarantee or give security for the performance of contracts by any person or company;
- 5.28 Open and operate bank accounts and other facilities for banking and draw, accept, endorse, negotiate, discount, issue or execute negotiable instruments such as promissory notes or bills of exchange;

- 5.29 Trade in the course of carrying out any of its objects and carry on any other trade which is not expected to give rise to taxable profits;
- 5.30 Incorporate and acquire subsidiary companies to carry on any trade;
- 5.31 Subject to clause 6 (Limitation on private benefits):
  - 5.31.1 Engage and pay employees, consultants and professional or other advisers; and
  - 5.31.2 Make reasonable provision for the payment of pensions and other retirement benefits to or on behalf of employees and former employees of the Union and to their spouses and dependants;
- 5.32 Insure the property of the Union against any foreseeable risk and take out other insurance policies as are considered necessary by the Trustees to protect the Union;
- 5.33 Provide indemnity insurance for the Trustees or any other officer of the Union in accordance with, and subject to the conditions in, Section 189 of the Act (provided that in the case of an officer who is not a Trustee, the second and third references to "charity trustees" in the said Section 189 shall be treated as references to officers of the Union); and
- 5.34 Do all such other lawful things as may further the Union's objects.

**6. Limitation on private benefits**

- 6.1 The income and property of the Union shall be applied solely towards the promotion of its objects.

*Permitted benefits to CIO Members*

- 6.2 No part of the income and property of the Union may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any CIO Member unless the payment is permitted by clauses [6.3, 6.4 or 6.5].

*Permitted benefits to Trustees and Connected persons*

- 6.3 No Trustee may:
  - 6.3.1 Sell goods, services or any interest in land to the Union;
  - 6.3.2 Be employed by, or receive any remuneration from, the Union; or
  - 6.3.3 Receive any other financial benefit from the Union unless:
    - (a) The payment is permitted by clauses 6.4 or 6.5 or authorised by the court or the Charity Commission; and
    - (b) The Trustee concerned (including, in the case of a person who is Connected with a Trustee, the Trustee to whom that person is Connected) has complied with clause 46.6.



- 6.4 A Trustee may receive the following benefits from the Union:
- 6.4.1 A Trustee or a person who is Connected with a Trustee may receive a benefit from the Union in their capacity as a beneficiary of the Union;
  - 6.4.2 A Trustee or a person who is Connected with a Trustee may be reimbursed by the Union for, or may pay out of the Union's property, reasonable expenses properly incurred by them when acting on behalf of the Union;
  - 6.4.3 A Trustee or a person who is Connected with a Trustee may be paid reasonable and proper remuneration for any goods or services supplied to the Union on the instructions of the Trustees provided that:
    - (a) For the avoidance of doubt, the authorisation under this provision shall extend to the remuneration of Sabbatical Trustees and persons Connected with a Trustee under contracts of employment with the Union;
    - (b) the amount or maximum amount of the remuneration is set out in an agreement in writing between the Union and the Sabbatical Trustee or person Connected with a Trustee providing the goods or services (which for the avoidance of doubt may be a contract of employment);
    - (c) before entering into the agreement described at clause [6.4.3(b)] the Trustees must be satisfied that it would be in the best interests of the Union for the goods or services to be provided by the Sabbatical Trustee or the person Connected with a Trustee for the amount or maximum amount set out in that agreement;
    - (d) Subject to clause 6.4.3(a), the authorisation under this provision shall not extend to the service of acting as Trustee;
    - (e) Subject to clause 6.6, this provision and clause 6.5.3 may not apply to more than half of the Trustees in any financial year (and for these purposes such provision shall be treated as applying to a Trustee if it applies to a person who is Connected with that Trustee); and
    - (f) At all times the provisions of the Education Act are complied with;
  - 6.4.4 A Trustee or a person who is Connected with a Trustee may receive interest at a reasonable and proper rate on money lent to the Union;
  - 6.4.5 A Trustee or a person who is Connected with a Trustee may receive reasonable and proper rent for premises let to the Union;
  - 6.4.6 The Union may pay reasonable and proper premiums in respect of indemnity insurance effected in accordance with clause 5.33

Provided that where benefits are conferred under clause 6.4, clause 46.6 (Conflicts of interest) must be complied with by the relevant Trustee in relation to any decisions regarding the benefit.

### ***Subsidiary Companies***

- 6.5 A Trustee may receive the following benefits from any Subsidiary Company:
- 6.5.1 A Trustee or a person who is Connected with a Trustee may receive a benefit from any Subsidiary Company in their capacity as a beneficiary of the Union or of any Subsidiary Company;
  - 6.5.2 A Trustee or a person who is Connected with a Trustee may be reimbursed by any Subsidiary Company for, or may pay out of any Subsidiary Company's property, reasonable expenses properly incurred by them when acting on behalf of any Subsidiary Company;
  - 6.5.3 A Trustee or a person who is Connected with a Trustee may be paid reasonable and proper remuneration by any Subsidiary Company for any goods or services supplied to any Subsidiary Company, with the prior approval of the Trustees, (including services performed under a contract of employment with any Subsidiary Company or otherwise) provided that, subject to clause 6.6, this provision and clause 6.4.3 may not apply to more than half of the Trustees in any financial year (and for these purposes this provision shall be treated as applying to a Trustee if it applies to a person who is Connected with that Trustee);
  - 6.5.4 A Trustee or a person who is Connected with a Trustee may, with the prior approval of the Trustees, receive interest at a reasonable and proper rate on money lent to any Subsidiary Company;
  - 6.5.5 A Trustee or a person who is Connected with a Trustee may, with the prior approval of the Trustees, receive reasonable and proper rent for premises let to any Subsidiary Company;
  - 6.5.6 Any Subsidiary Company may pay reasonable and proper premiums in respect of indemnity insurance for its directors and officers; and
  - 6.5.7 A Trustee or a person who is Connected with a Trustee may receive payment under an indemnity from any Subsidiary Company in accordance with the constitution of the relevant Subsidiary Company;

Provided that the affected Trustee may not take part in any decision of the Trustees to approve a benefit under clauses 6.5.3, 6.5.4 or 6.5.5.

- 6.6 Where a vacancy arises on the Board of Trustees with the result that clauses 6.4.3 and/or 6.5.3 applies to more than half of the Trustees, the Union may continue to pay remuneration to its Sabbatical Trustees and any person who is Connected with a Trustee who is receiving remuneration in accordance with clauses 6.4.3 and/or 6.5.3 provided that the Union uses reasonable endeavours to fill the vacancy as soon as possible.

## **7. Liability of Members**

- 7.1 If the Union is wound up, each CIO Member is liable to contribute to the assets of the Union such amount (but not more than £1) as may be required for payment of

the debts and liabilities of the Union contracted before that person ceases to be a CIO Member, for payment of the costs, charges and expenses of winding up, and for adjustment of the rights of the contributing CIO Members among themselves.

7.2 In clause 7.1 "CIO Member" includes any person who was a CIO Member within 12 months before the commencement of the winding up.

7.3 However, the CIO Members have no liability to contribute to its assets if it is wound up, and accordingly have no personal responsibility for the settlement of its debts and liabilities beyond the amount that they are liable to contribute.

## **8. Dissolution**

8.1 The CIO Members may pass a resolution in accordance with this Constitution to the effect that the Union should be wound up voluntarily or that an application should be made to the Charity Commission for the dissolution of the Union.

8.2 Subject to the payment of all the Union's debts:

8.2.1 Any resolution for the winding up of the Union, or for the dissolution of the Union without winding up, may contain a provision directing how any remaining assets of the Union shall be applied;

8.2.2 If the resolution does not contain such a provision, the Trustees must decide how any remaining assets of the Union shall be applied; and

8.2.3 In either case the remaining assets must be applied for charitable purposes which are the same as or similar to those of the Union.

8.3 If the Union is to be wound up or dissolved in any other circumstances, the provisions of the Dissolution Regulations must be followed.

## **9. Reviewing and Amending the Constitution**

9.1 Staffordshire University shall be required to review the provisions of this Constitution at intervals of not more than five years.

9.2 Any amendment to the Constitution shall require the following steps to be taken:

9.2.1 The circulation by the Board of Trustees of a proposal to amend the Constitution to all the Student Members (the "Proposal");

9.2.2 A period of time (as set out in the Bye-Laws) during which any amendments to the Proposal may be submitted to the Board of Trustees by any Student Member;

9.2.3 The circulation by the Board of Trustees to all the Student Members of a resolution to approve either the Proposal or a revised Proposal incorporating those amendments submitted in accordance with clause 9.2.2 which the Board of Trustees in their absolute discretion have accepted;

- 9.2.4 Approval of the Proposal or revised Proposal (as the case may be) at a duly convened Student Members' meeting or by a Referendum, by a two thirds majority of those Student Members present and voting at the Student Members' meeting, or voting in the Referendum (as the case may be);
  - 9.2.5 A resolution of the CIO Members passed in accordance with this Constitution to make the amendments to the Constitution that have been approved by resolution of the Student Members in accordance with clause 9.2.4; and
  - 9.2.6 The approval of Staffordshire University.
- 9.3 Amendments to the Constitution do not take effect until the requirements in clause 9.2 have been satisfied and the amendments have been registered by the Charity Commission in accordance with the Act.
  - 9.4 In accordance with section 226 of the Act, any alteration of clause 4 (Objects), clause 8 (Dissolution), or of any provision where the alteration would provide authorisation for any benefit to be obtained by Trustees or CIO Members or persons Connected with them, requires the prior written consent of the Charity Commission.
  - 9.5 The power of the Union to amend its Constitution is not exercisable in any way, which would result in the Union ceasing to be a charity.

## **PART 2**

### **MEMBERS**

#### **10. Members**

- 10.1 The Members shall be as follows:
  - 10.1.1 The Student Members; and
  - 10.1.2 The CIO Members.
- 10.2 The Union may also have associate members in accordance with clause 16.

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

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

- 11.1 The Student Members shall be as follows:
  - 11.1.1 Each and every Student who has not opted out by notifying Staffordshire University or the Union of their wish not to be a Student Member shall be deemed to be a Student Member; and
  - 11.1.2 The Sabbatical Officers.

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

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

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

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

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

12.2 They cease to be a Sabbatical Officer;

12.3 They opt out of Student Membership by giving written notice to the Union or to Staffordshire University; or

12.4 A decision is made to remove them from Student Membership in accordance with the Union's code of conduct or disciplinary procedure for Members.

## **13. Code of Conduct**

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

13.2 The code of conduct or disciplinary procedure for Members may include a range of sanctions for breach of the code of conduct by a Student Member, including the suspension or removal of some of the rights and privileges of Student Membership, including the holding of office.

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

### **14. Trustees as CIO Members**

14.1 The only persons eligible to be CIO Members are its Trustees.

14.2 A person shall become a CIO Member on becoming a Trustee. In agreeing to become a Trustee, each Trustee is also agreeing to become a CIO Member.

### **15. Termination of CIO Membership**

15.1 A CIO Member who ceases to be a Trustee automatically ceases to be a CIO Member.

15.2 CIO Membership is not transferable and shall cease on death.

## ***ASSOCIATE MEMBERS***

### **16. Associate membership**

- 16.1 The Trustees may establish such classes of associate membership with such description and with such rights and obligations as they think fit and may admit and remove such associate members in accordance with the Byelaws.
- 16.2 Associate members shall be non-voting members and will not be CIO Members for any purpose.

## ***REFERENDA***

### **17. Referenda**

- 17.1 A Referendum may be called on any issue by:
  - 17.1.1 A resolution of the Trustees;
  - 17.1.2 A majority vote of the Student Representative Council; or
  - 17.1.3 Subject to clauses 27.1 and 29.2, a Secure Petition signed by or agreed to at least 250 Student Members.
- 17.2 Subject to clauses 27.1 and 29.2, a resolution may only be passed by Referendum if at least 500 Student Members cast a vote in the Referendum and a simple majority of the votes cast are in favour of the resolution.
- 17.3 Referenda shall be conducted in accordance with this Constitution and the Byelaws. For the avoidance of doubt, only Student Members shall be entitled to vote in a Referendum.

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

### **18. Student Members' meetings**

- 18.1 The Union must hold an annual Student Members' meeting once in each Academic Year, which shall be called and held in accordance with the Byelaws. The annual Student Members' meeting shall be held at such time and place as the Trustees shall think suitable to allow the maximum number of Student Members to attend.
- 18.2 The notice of the annual Student Members' meeting must state the business to be transacted which shall include:
  - 18.2.1 Ratification of minutes of the previous annual Student Members' meeting;
  - 18.2.2 Receiving the report of the Trustees on the Union's activities since the previous annual Student Members' meeting;
  - 18.2.3 Formally presenting the accounts of the Union to the Student Members;
  - 18.2.4 Approving the list of affiliations of the Union; and

- 18.2.5 Open questions to the Trustees by the Student Members.
- 18.3 The Union may hold other Student Members' meetings in addition to the annual Student Members' meeting. Such meetings shall be called and held in accordance with the Byelaws.
- 18.4 For the avoidance of doubt, any Student Members' meeting held under this clause 18 shall not be a CIO Meeting for the purposes of the Act, the General Regulations or the Dissolution Regulations.

### ***CIO MEMBERS' DECISIONS***

#### **19. CIO Members' decisions**

- 19.1 Decisions of the CIO Members may be taken either:
- 19.1.1 By means of a resolution passed by vote at a CIO Meeting in accordance with clause 20 or
- 19.1.2 By means of a written resolution (in accordance with clause 21).

#### ***Decisions that must be made by the CIO Members***

- 19.2 Any decision to:
- 19.2.1 amend the Constitution;
- 19.2.2 amalgamate the Union with, or transfer its undertaking to, one or more other charitable incorporated organisations, in accordance with the Act; or
- 19.2.3 wind up the Union voluntarily or dissolve the Union (including transferring its business to any other charity);

Must be made by a resolution of the CIO Members (rather than a resolution of the Trustees)

#### ***Duty of CIO Members***

- 19.3 Each CIO Member must exercise the powers, which they have in their capacity, as CIO Member in the way that they decide, in good faith, would be most likely to further the objects of the Union.

#### ***CIO Members' resolutions and conflicts of interest***

- 19.4 A Trustee who would benefit personally, whether directly or indirectly, from a transaction or arrangement into which the Union proposes to enter must not take part in any decision of the CIO Members whether or not to enter into that transaction or arrangement.

19.5 Clause 19.4 does not apply where the transaction or arrangement proposed to be entered into by the Union cannot reasonably be regarded as likely to give rise to a conflict of interest.

## **20. CIO Meetings**

20.1 Unless clause 20.2 applies, a resolution at a CIO Meeting is passed if a simple majority of those CIO Members voting at a CIO Meeting vote in favour of it.

20.2 Any resolution dealing with the following matters requires at least 75% of the CIO Members voting at a CIO Meeting to vote in favour, for it to be passed:

20.2.1 a proposal to amend the Constitution;

20.2.2 a proposal to amalgamate the Union with, or transfer its undertaking to, one or more other charitable incorporated organisations, in accordance with the Act; or

20.2.3 a proposal to wind up the Union voluntarily or dissolve the Union.

### ***Calling of CIO Meetings***

20.3 The Trustees may call a CIO Meeting at any time.

### ***Notice of CIO Meetings***

20.4 At least 14 clear days' notice of a CIO Meeting must be given to all of the CIO Members.

20.5 If not less than 90% of all of the CIO Members who are entitled to vote at the CIO Meeting agree, any resolution may be proposed and passed at the CIO Meeting even though the requirements of clause 20.4 have not been met.

20.6 The notice of any CIO Meeting must:

20.6.1 State the place, date and time of the CIO Meeting; and

20.6.2 Give particulars of any resolution, which is to be moved at the CIO Meeting, and of the general nature of any other business to be dealt with at the CIO Meeting.

20.7 Clause 51 shall apply when determining when notice of a CIO Meeting is received.

### ***Quorum at CIO Meetings***

20.8 No business shall be transacted at a CIO meeting unless a quorum is present. The quorum for CIO Meetings shall be four CIO Members.

### ***Chairing of CIO Meetings***

20.9 The Chair of the Trustees or in their absence, the Deputy Chair or in their absence, another Trustee appointed by the Trustees present shall, if present at the CIO Meeting and willing to act, preside as Chair of the Meeting.



### ***Voting at CIO Meetings***

- 20.10 A resolution put to the vote of a CIO Meeting must be decided on a show of hands. On a vote on a show of hands, every CIO Member present at the CIO Meeting shall have one vote.

### ***Participation and Voting in CIO Meetings by Electronic Means***

- 20.11 CIO Members may participate and vote in a CIO Meeting, or part of a CIO Meeting, when:
- 20.11.1 The CIO Meeting has been called and takes place in accordance with the Constitution; and
- 20.11.2 They can each communicate with the others any information or opinions they have on any particular item of the business of the CIO Meeting.
- 20.12 In determining whether CIO Members are participating in a CIO Meeting, it is irrelevant where any CIO Members are or how they communicate with each other.

## **21. Written resolutions**

- 21.1 Subject to this clause 21, a written resolution of the CIO Members shall be effective if it is agreed by:
- 21.1.1 a simple majority of the eligible CIO Members; or
- 21.1.2 in the case of:
- (a) any decision to amend the Constitution;
  - (b) any decision to amalgamate the Union with, or transfer its undertaking to, one or more other charitable incorporated organisations, in accordance with the Act; or
  - (c) any decision to wind up the Union voluntarily or dissolve the Union;

All of the eligible CIO Members who respond before the stipulated deadline.

- 21.2 In relation to a resolution proposed as a written resolution of the Union the eligible CIO Members are the CIO Members who would have been entitled to vote on the resolution on the Circulation Date of the resolution.
- 21.3 On a written resolution, each CIO Member shall have one vote.
- 21.4 A copy of the proposed written resolution must be sent to every eligible CIO Member together with a statement informing the CIO Member how to signify their agreement and the date by which the resolution must be passed if it is not to lapse.

- 21.5 The required majority of eligible CIO Members must signify their agreement to the written resolution within the period of 28 days beginning with the Circulation Date.
- 21.6 A CIO Member signifies their agreement to a proposed written resolution when the Union receives from them (or from someone acting on their behalf) an authenticated document:
  - 21.6.1 Identifying the resolution to which it relates; and
  - 21.6.2 Indicating the CIO Member's agreement to the resolution.
- 21.7 For the purposes of clause 21.6 a document may be authenticated by the CIO Member's signature, by a statement of the CIO Member's identity accompanying the document, or in such other manner as the Board of Trustees has previously specified.
- 21.8 The written resolution takes effect once the agreement of the required majority of CIO Members has been received by the Union.

**PART 3**

**TRUSTEES**

***APPOINTMENT AND RETIREMENT OF TRUSTEES***

**22. Appointment of Trustees**

22.1 The first Trustees until and including the Effective Date are:

Ben Malbon	Kathryn Pogue
Jamie-Lee Cunningham	Jimmy Banton
Swetha Reddy	Amy Smith
Darren Clarke	Birgit Allport

22.2 On the day immediately following the Effective Date, those persons elected and/or appointed by the Unincorporated Charity as its board of trustees for the academic year 2017/18 shall be the Trustees of the Union and shall be deemed to be the Union's Sabbatical Trustees, Student Trustees and Lay Trustees as appropriate. Thereafter, the Trustees shall be made up of the following persons:

- 22.2.1 Not more than 6 Sabbatical Trustees, elected in accordance with clause 23;
- 22.2.2 Not more than 5 Student Trustees, appointed in accordance with clause 24; and
- 22.2.3 Not more than 4 Lay Trustees, appointed in accordance with clause 25,

and not more than 50% of the Trustees at any one time shall be Sabbatical Trustees (and if at any one time more than 50% of the Trustees are Sabbatical Trustees, additional Student Trustees and/or Lay Trustees shall be appointed in accordance

with clauses 24 or 25 (as appropriate) as soon as reasonably possible in order to ensure that this clause is complied with).

***Eligibility for trusteeship***

- 22.3 No one may be appointed as a Trustee if they are under the age of 18 years.

***Information for new Trustees***

- 22.4 The Trustees will make available to each new Trustee, on or before their first appointment:

22.4.1 A copy of this Constitution and any amendments made to it; and

22.4.2 A copy of the Union's latest Trustees' annual report and statement of accounts.

***Minimum number of Trustees***

- 22.5 There must be at least four Trustees. If the number falls below this minimum, the remaining Trustee or Trustees must not take any decision other than a decision to increase the number of Trustees including the calling of an election to enable the Student Members to elect further Trustees.

**23. Sabbatical Trustees and Officers**

- 23.1 Sabbatical Officers shall be elected by secret ballot by the Student Members at an election to be held in accordance with the Byelaws. The Sabbatical Officers shall be elected to posts specified in the Byelaws.

- 23.2 The Sabbatical Officers from time to time shall be the Sabbatical Trustees. Except where otherwise indicated, references in this Constitution to "Sabbatical Trustees" are to individuals acting solely in their capacity as Sabbatical Trustees.

- 23.3 The Sabbatical Officers shall remain in office for a term of one year commencing in accordance with the Byelaws. The term of office may be shorter or longer on a transitional basis to coincide with an alteration of the year start or end. Subject to a transitional change in the year of office, a Sabbatical Officer may be re-elected for a maximum further term of one year by the Student Members at an election to be held in accordance with the Byelaws. For the avoidance of doubt, this would not prevent a Sabbatical Officer serving further terms as a lay Trustee, and a Sabbatical Officer's terms of office may be either consecutive or non-consecutive.

- 23.4 Each Sabbatical Officer must be a Student or a Sabbatical Officer at the time of their election. In accordance with clause 11, each Sabbatical Officer shall become a Student Member on commencement of their appointment or re-appointment as a Sabbatical Officer. Such Student Membership shall cease when the Sabbatical Officer ceases to be a Sabbatical Officer.

- 23.5 The Sabbatical Officers shall be deemed to be "major union office holders" for the purposes of Section 22 of the Education Act.

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

**24. Student Trustees**

24.1 Subject to clause 24.2 below, Student Trustees shall be appointed by a simple majority vote of the Appointments Committee in accordance with the Byelaws.

24.2 Each Student Trustee must be a Student at the time of their appointment and for the duration of their term as a Student Trustee.

24.3 Student Trustees shall remain in office for a term of one year commencing in accordance with the Byelaws. The term of office may be shorter or longer on a transitional basis to coincide with the alteration of the year start or end.

24.4 A Student Trustee may serve a maximum of two consecutive terms (for the purpose of clarification, this would not prevent them serving further terms as a Sabbatical Officer and/or Lay Trustee).

**25. Lay Trustees**

25.1 Lay Trustees shall be appointed by a simple majority vote of the Appointments Committee.

25.2 Lay Trustees shall remain in office for a term of up to four years commencing in accordance with the Byelaws.

25.3 Lay Trustees may serve for a maximum of two terms of office, which may be either consecutive or non-consecutive.

**26. Disqualification, Resignation and Removal of Trustees**

The office of a Trustee shall be vacated if:

26.1 They are disqualified under the Act from acting as a trustee of a charity;

26.2 In the case of a Sabbatical Trustee, they cease to be or resign as a Sabbatical Officer or employee of the Union;

26.3 In the case of a Student Trustee, they cease to be a Student;

26.4 In the case of a Sabbatical Trustee or a Student Trustee, they are removed from Student Membership of the Union in accordance with the Union's code of conduct or disciplinary procedure for Student Members;

26.5 They resign by notice in writing to the Union;

26.6 The Trustees reasonably believe the Trustee has become physically or mentally incapable of fulfilling their role of trustee and they resolve that the Trustee be removed from office;

26.7 They fail to attend two consecutive meetings of the Trustees and the Trustees resolve that they be removed for this reason; or

26.8 They are removed from office under clause 27, 28 or 29.

**27. Removal of Trustees by the Student Members**

A Trustee shall cease to be a Trustee immediately if:

27.1 A motion of no confidence in that Trustee is passed by a simple majority of the Student Members voting in a Referendum, provided that at least 500 Student Members cast a vote in the Referendum. Such a motion shall only be triggered:

27.1.1 by a Secure Petition signed or agreed to by at least 250 Student Members;  
or

27.1.2 by a resolution for the removal of the Trustee passed by a two thirds majority vote of the Student Representative Council;

**28. Removal of Student and Lay Trustees by the Board**

A Student Trustee or Lay Trustee shall cease to be a Trustee immediately if a majority resolution of no confidence in the Trustee is passed by the Trustees. For the avoidance of doubt, the Trustee concerned and any Trustee who has a conflict of interest in relation to the matter shall not vote on this resolution and the quorum shall be adjusted accordingly in accordance with clause 43.

**29. Removal of Sabbatical Officers**

A Sabbatical Officer shall be removed from office if they:

29.1 Resign or die;

29.2 Are removed from office as an Elected Officer by a resolution for the removal of the Elected Officer passed by a simple majority of the Student Members voting in a Referendum, provided that at least 500 Student Members cast a vote in the Referendum. Such a motion shall only be triggered:

29.2.1 by a Secure Petition signed or agreed to by at least 250 Student Members;  
or

29.2.2 by a resolution for the removal of the Elected Officer passed by a two thirds majority vote of the Student Council;

provided that, in the case of a Sabbatical Officer, such removal shall be subject to the Union having first complied with its statutory and contractual obligations pursuant to the Sabbatical Officer's contract of employment and/or the applicable disciplinary procedure and otherwise in accordance with good employment practice.

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

- 30.1 If a Sabbatical Trustee resigns, is disqualified or is removed from office at any time, the vacancy that results on the Board of Trustees shall be filled in accordance with the Byelaws.
- 30.2 If a Student Trustee resigns, is disqualified or is removed from office, a replacement Student Trustee may be appointed to the vacancy in accordance with clause 24.
- 30.3 If a Lay Trustee resigns, is disqualified or is removed from office, a replacement Lay Trustee shall be appointed to the vacancy in accordance with clause 25.1.

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

#### **31. Trustees' general authority**

- 31.1 The Trustees shall manage the affairs of the Union and (subject to the Education Act, this Constitution and the Byelaws) may for that purpose exercise all the powers of the Union. It is the duty of each Trustee:
  - 31.1.1 to exercise their powers and to perform their functions in their capacity as a Trustee in the way they decide, in good faith, would be most likely to further the purposes of the Union; and
  - 31.1.2 to exercise, in the performance of those functions, such care and skill as is reasonable in the circumstances, having regard in particular:
    - (a) To any special knowledge or experience that they have or purport to have; and
    - (b) If they act as a Trustee in the course of a business or profession, to any special knowledge or experience that it is reasonable to expect of a person acting in the course of that kind of business or profession.
- 31.2 The Board's powers under clause 31.1 shall include but not be limited to responsibility for:
  - 31.2.1 The governance of the Union;
  - 31.2.2 The budget of the Union; and
  - 31.2.3 The strategy of the Union.
- 31.3 The Board of Trustees may disregard or adapt as they see fit any decision or Policy made by the Student Members at a Student Members' meeting or by Referendum which the Trustees consider (in their absolute discretion):
  - 31.3.1 Has or may have any financial implications for the Union;
  - 31.3.2 Is or may be in breach of, contrary to or otherwise inconsistent with charity or education law or any other legal requirements (including ultra vires);

- 31.3.3 Is not or may not be in the best interests of the Union or all or any of its charitable objects; or
- 31.3.4 Will or may otherwise affect the discharge of any or all of the responsibilities referred to in clause 31.2.
- 31.4 No alteration of this Constitution or the Byelaws shall invalidate any prior act of the Trustees which would have been valid if that alteration had not been made.
- 31.5 All acts done by a person acting as a Trustee shall, even if it is afterwards discovered that there was a defect in their appointment or that they were disqualified from holding office or had vacated office, be as valid as if such person had been duly appointed and was qualified and had continued to be a Trustee.

## **32. Trustees may delegate**

- 32.1 Subject to this Constitution, the Trustees may delegate any of their powers or functions to any committee.
- 32.2 Subject to this Constitution, the Trustees may delegate the implementation of their decisions or day-to-day management of the affairs of the Union to any person or committee.
- 32.3 Subject to this Constitution, any delegation by the Trustees may be:
  - 32.3.1 By such means;
  - 32.3.2 To such an extent;
  - 32.3.3 In relation to such matters or territories; and
  - 32.3.4 On such terms and conditionsAs they think fit.
- 32.4 The Trustees may authorise further delegation of the relevant powers, functions, implementation of decisions or day-to-day management by any person or committee to whom they are delegated.
- 32.5 The Trustees may revoke any delegation in whole or part, or alter its terms and conditions.
- 32.6 The Trustees may by power of attorney or otherwise appoint any person to be the agent of the Union for such purposes and on such conditions as they determine.

## **33. Committees**

- 33.1 In the case of delegation to committees:
  - 33.1.1 the resolution making the delegation must specify those who shall serve or be asked to serve on such committee (although the resolution may allow the committee to make co-options up to a specified number);

- 33.1.2 the composition of any committee shall be in the discretion of the Trustees but must include at least one of their number as the resolution may specify;
  - 33.1.3 The deliberations of any committee must be reported regularly to the Trustees and any resolution passed or decision taken by any committee must be reported promptly to the Trustees and every committee must appoint a secretary for that purpose;
  - 33.1.4 No committee shall knowingly incur expenditure or liability on behalf of the Union except where authorised by the Trustees or in accordance with a budget, which has been approved by the Trustees; and
  - 33.1.5 the Trustees shall from time to time review the arrangements which they have made for the delegation of their powers.
- 33.2 The Trustees may establish committees in accordance with their powers under clauses 32 and 33.1, which may include some or all of the following:
- 33.2.1 Executive Committee (as further described in clause 35);
  - 33.2.2 Appointments Committee;
  - 33.2.3 Finance Staffing and Risk Committee;
  - 33.2.4 The Nominations and Remuneration Committee.
- 33.3 For the avoidance of doubt, the Trustees may (in accordance with clauses 32 and 33.1) delegate all financial matters to any committee provided that such committee shall include at least one Trustee. The Trustees may empower such committee to resolve upon the operation of any bank account according to such mandate as it shall think fit provided that the signature or agreement of at least one Trustee shall be required for cheques or payments above such amount as the Trustees shall determine (and which may be set out in the Byelaws) and provided always that no committee shall incur expenditure on behalf of the Union except in accordance with a budget which has been approved by the Trustees.
- 33.4 The meetings and proceedings of any committee shall be governed by the clauses of this Constitution regulating the meetings and proceedings of the Trustees so far as they apply and are not superseded by any Byelaws.

#### **34. Delegation of day-to-day management powers to the Chief Executive**

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

- 34.1 The delegated power shall be to manage the Union by implementing the policy and strategy adopted by and within a budget approved by the Trustees and if applicable to advise the Trustees in relation to such policy, strategy and budget;
- 34.2 The Trustees shall provide the Chief Executive with a description of their role and the extent of their authority;



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

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

**35. The Executive Committee**

35.1 Unless the Trustees determine otherwise, the Executive Committee shall be made up of the Sabbatical Officers.

35.2 The Executive Committee's responsibility shall not include the duties of the Trustees as set out in clause 31, but shall include representation and campaigning work and the implementation of Policy save in so far as these responsibilities have not been delegated to another committee.

35.3 The Chief Executive and the Union's senior management team may attend meetings of the Executive Committee at the request of the Executive Committee.

35.4 The Executive Committee shall meet in accordance with the Byelaws. For the avoidance of doubt, a meeting of the Executive Committee shall not constitute a meeting of the CIO Members or the Board of Trustees, notwithstanding that the quorum requirements for a Trustee meeting set out in clause 43.2 are met, unless proper notice has been given in accordance with this Constitution of a meeting of the CIO Members or the Board of Trustees.

***DECISION-MAKING BY TRUSTEES***

**36. Trustees to take decisions collectively**

Any decision of the Trustees must be either a majority decision at a meeting or a decision taken in accordance with clause 46 (Majority decisions without a meeting).

**37. Trustees' meetings**

37.1 The Trustees must hold a minimum of four meetings in each Academic Year.

37.2 Guests or observers can attend meetings of the Trustees at the discretion of the Chair of the Meeting.

**38. Calling a Trustees' meeting**

Any Trustee may, and the Chief Executive at the request of two Trustees must, call a Trustees' meeting at any time.

**39. Length of Notice**

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

- 39.1 All the Trustees agree; or
- 39.2 Urgent circumstances require shorter notice.

**40. Contents of Notice**

Every notice calling a Trustees' meeting must specify:

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

**41. Service of Notice**

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

**42. Participation in Trustees' meetings**

- 42.1 Subject to this Constitution, Trustees participate in a Trustees' meeting, or part of a Trustees' meeting, when:
  - 42.1.1 The meeting has been called and takes place in accordance with the Constitution; and
  - 42.1.2 They can each communicate to and receive from the others any information or opinions they have on any particular item of the business of the meeting (for example via telephone or video conferencing).
- 42.2 In determining whether Trustees are participating in a Trustees' meeting, it is irrelevant where any Trustee is or how they communicate with each other.
- 42.3 If all the Trustees participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

**43. Quorum for Trustees' meetings**

- 43.1 At a Trustees' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 43.2 The quorum for Trustees' meetings until and including the Effective Date shall be two. Thereafter, the quorum for Trustees' meetings shall be four and such quorum must include at least two Sabbatical Trustees. Where the resolution or issue under discussion concerns a matter in respect of which some or all of the Trustees have a conflict of interest, the quorum shall be four excluding those with a conflict.

**44. Chair and Deputy Chair**

- 44.1 The President shall be the Chair of the Trustees.
- 44.2 The Trustees shall appoint a Trustee to be Deputy Chair of the Trustees and may at any time remove them from office. The role of the Deputy Chair will be to support the Chair.
- 44.3 The Chair or, in their absence, the Deputy Chair shall preside as Chair of the Meeting. In the absence of the Chair and the Deputy Chair, another Trustee appointed by the Trustees present shall preside as Chair of the Meeting.

**45. Casting vote**

- 45.1 If the numbers of votes for and against a proposal at a Trustees' meeting are equal, the Chair of the Meeting has a casting vote in addition to any other vote they may have.
- 45.2 Clause 45.1 does not apply if, in accordance with the Constitution, the Chair of the Meeting is not to be counted as participating in the decision-making process for quorum or voting purposes.

**46. Majority decisions without a meeting**

- 46.1 The Trustees may, in the circumstances outlined in this clause, make a simple majority decision without holding a Trustees' meeting.
- 46.2 If:
  - 46.2.1 A Trustee has become aware of a matter on which the Trustees need to take a decision;
  - 46.2.2 That Trustee has taken all reasonable steps to make all the other Trustees aware of the matter and the decision;
  - 46.2.3 The Trustees have had a reasonable opportunity to communicate their views on the matter and the decision to each other; and
  - 46.2.4 A simple majority of the Trustees vote in favour of a particular decision on that matter

A decision of the Trustees may be taken by a majority and shall be as valid and effectual as if it had been taken at a Trustees' meeting duly convened and held.

- 46.3 Trustees participating in the taking of a majority decision otherwise than at a Trustees' meeting in accordance with this clause:
  - 46.3.1 May be in different places, and may participate at different times; and
  - 46.3.2 May communicate with each other by any means.

- 46.4 No decision shall be taken by the Trustees in accordance with this clause unless a quorum participates in the decision-making process. The quorum for Trustees' decision-making in accordance with this clause shall be at least 50% of the Trustees eligible to vote on that particular decision.
- 46.5 The Chair or such other Trustee as shall be appointed by the Trustees shall be the chair of the process of decision-making in accordance with this clause. The process shall include:
- 46.5.1 Circulation of the proposed decision with an indication of the time period for discussion and the date by which Trustees are asked to cast their votes;
  - 46.5.2 The nomination of a person to whom all Trustees' votes must be communicated;
  - 46.5.3 If a majority of the Trustees participating vote in favour of the decision, the nominated person must communicate the decision to all the Trustees and the date of the decision shall be the date of the communication from the nominated person confirming formal approval; and
  - 46.5.4 The nominated person must prepare a minute of the decision in accordance with clause 52 (Minutes)
- 46.6 In the case of an equality of votes in any decision-making process in accordance with this clause, the chair shall be entitled to a casting vote in addition to any other vote they may have. This does not apply if, in accordance with the Constitution, the chair or specified Trustee is not to be counted as participating in the decision-making process for quorum or voting purposes.

**47. Conflicts of interest**

*Declaration of interests*

- 47.1 A Trustee must declare the nature and extent of:
- 47.1.1 Any direct or indirect material interest which they have in a proposed transaction or arrangement with the Union; and
  - 47.1.2 Any direct or indirect interest or any duty which they have which conflicts or may conflict with the interests of the Union or their duties to the Union.

*Participation in decision-making*

- 47.2 If a Trustee's interest or duty cannot reasonably be regarded as giving rise to a conflict of interest or a conflict of duties with or in respect of the Union, they are entitled to participate in the decision-making process, to be counted in the quorum and to vote in relation to the matter. Any uncertainty about whether a Trustee's interest or duty is likely to give rise to a conflict shall be determined by a majority decision of the other Trustees taking part in the decision-making process. For the avoidance of doubt, the following transactions or arrangements shall be presumed as not reasonably likely to give rise to a conflict of interest provided all of the Trustees have the same interest:

- 47.2.1 Approval of trustee expenses policies;
  - 47.2.2 Payment of premiums for trustee indemnity insurance; and
  - 47.2.3 Receipt by a Trustee in their capacity as beneficiary of the Union of benefits, which are available generally to all beneficiaries.
- 47.3 If a Trustee's interest or duty gives rise (or could reasonably be regarded as likely to give rise) to a conflict of interest or a conflict of duties with or in respect of the Union, they must:
- 47.3.1 Take part in the decision-making process only to such extent as in the view of the other Trustees is necessary to inform the debate;
  - 47.3.2 Not be counted in the quorum for that part of the process; and
  - 47.3.3 Withdraw during the vote and have no vote on the matter.
- 48. Register of Trustees' interests**
- The Trustees must cause a register of Trustees' interests to be kept.

## **PART 4**

### **STUDENT REPRESENTATIVE COUNCIL**

**49. Student Representative Council**

- 49.1 The Student Representative Council shall have the authority to:
- 49.1.1 Represent the voice of the Students;
  - 49.1.2 Subject to clause 31.3, guide the implementation of Policy, referring Policy to Student Members' meetings or Referenda of the Student Members (in accordance with the Bye-Laws);
  - 49.1.3 Hold the Union to account through its officers and trustees, including maintaining confidence in its work;
  - 49.1.4 Call a Referendum of the Student Members in accordance with above 17.1 and 29.2.2;
  - 49.1.5 Receive a quarterly report from the Trustees and an update from the Executive at each Council Meeting; and
  - 49.1.6 Award honorary life membership in accordance with the Byelaws.
- 49.2 The composition and proceedings of the Student Representative Council shall be set out in the Byelaws. No Student Member may hold more than one seat on the Student Representative Council at any one time.

## PART 5

### ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS PROVISIONS

#### 50. Byelaws

The Trustees shall have the power from time to time to make, repeal or amend Byelaws as to the management of the Union and its working practices provided that such Byelaws shall not be inconsistent with this Constitution and in the event of any inconsistency, the terms of this Constitution shall prevail.

#### 51. Communications

##### *Communications to the Union*

51.1 Any CIO Member or Trustee may send documents or information to the Union:

51.1.1 By hand; or

51.1.2 By post,

By sending it to the principal office or any other address specified by the Union for this purpose.

51.2 Any CIO Member or Trustee may send documents or information to the Union in Electronic Form or by Electronic Means (for example by email), provided that:

51.2.1 In the case of documents or information sent in Electronic Form, the Union has agreed to receive documents or information in that form or is treated as having agreed to receive documents or information in that form under clause 51.7;

51.2.2 Documents or information sent by Electronic Means must be sent to either:

(a) An address specified by the Union for the purpose; or

(b) An address to which clause 51.7 applies; and

51.2.3 Communications sent by Electronic Means must be authenticated in a manner which is satisfactory to the Union.

##### *Communications by the Union*

51.3 The Union may send documents or information to any CIO Member or Trustee by hand or by post, by handing it to them or by sending it to:

51.3.1 An address specified for the purpose by the intended recipient; or

51.3.2 Their address as shown in the Union's register of CIO Members or Trustees (as appropriate); or

- 51.3.3 Where the Union is unable to obtain an address falling within clauses 51.3.1 or 51.3.2, the intended recipient's last address known to the Union.
- 51.4 The Union may send or supply documents or information to any CIO Member or Trustee in Electronic Form or by Electronic Means (including by email or by making it available on a website), provided that:
- 51.4.1 The intended recipient has agreed to receive documents or information in that form or by such means ; or
- 51.4.2 In the case of documents or information sent in Electronic Form the intended recipient is treated as having agreed to receive documents or information in that form or by such means under clause 51.5; or
- 51.4.3 In the case of documents or information made available via a website the intended recipient is treated as having agreed to receive documents or information in that manner under paragraph 10 of Schedule 3 of the General Regulations.
- 51.5 Any CIO Member or Trustee, by virtue of becoming a CIO Member and by providing the Union with their email address or similar, is taken to have agreed to receive communications from the Union in Electronic Form at that address.
- 51.6 When communicating any notice or proposal via a website, the Trustees must take reasonable steps to ensure that CIO Members and Trustees are promptly notified of the publication of any such notice or proposal.

***Union's agreement to electronic communications***

- 51.7 Notwithstanding the General Regulations, if the Union sends or supplies documents or information to another person in Electronic Form the Union will not be treated as having agreed to accept a response in Electronic Form unless the document or information specifically states that the Union agrees to accept responses in Electronic Form and gives an address to which responses may be sent in Electronic Form.
- 51.8 Subject to the General Regulations and Dissolution Resolutions, a Trustee or any other person (other than in their capacity as a CIO Member) may agree with the Union that notices or documents sent to that person in a particular way are deemed to have been received within a specified time and for the specified time to be less than 48 hours.

***Deemed delivery***

- 51.9 Where any document or information is sent or supplied by the Union to the Trustees or the CIO Members:
- 51.9.1 Where it is sent by post it is deemed to have been received 48 hours (including Saturdays, Sundays and Public Holidays) after it was posted;
- 51.9.2 Where it is sent or supplied by Electronic Means, it is deemed to have been received:

- (a) on the same day that it was sent, if sent before 4pm on a business day, or
- (b) at 9am on the next business day to the day it is sent, if sent at 4pm or later on a business day, or sent on a non-business day;

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

- (a) When the material was first made available on the website; or
- (b) If later, when the recipient received (or is deemed to have received) notice of the fact that the material is available on the website.

51.10 The intended recipient of a document or information may agree generally or specifically with the Union, that it is deemed to be received within a shorter period than that specified in clause 51.9.

51.11 Notwithstanding anything in this clause 51, the Union may send or supply any document or information to Student Members (whether under the Constitution or otherwise) in such manner as the Union thinks fit. In particular (but without limitation) if the Union is aware of a Student Member's email address, the Union may communicate with the Student Member using that address, and the Union may communicate with Student Members via the website.

51.12 Further provisions governing the Union's communications with its Student Members may be set out in the Byelaws.

## **52. Minutes**

52.1 The Trustees shall cause minutes to be made in books (which may be in Electronic Form) kept for the purpose:

- 52.1.1 Of all appointments of officers made by the Trustees;
- 52.1.2 Of all resolutions of the Union and of the Trustees (including, without limitation, decisions of the Trustees made without a meeting); and
- 52.1.3 Of all proceedings at meetings of the Union and of the Trustees, and of committees of Trustees, including the names of the Trustees participating in each such meeting

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

52.2 The minutes of the meetings shall normally be considered open and shall be available to the Student Members on the Union's website, except where those minutes relate to any reserved or confidential matters, including without limitation staff-related or disciplinary matters.



### **53. Keeping of Registers**

The Union must comply with its obligations under the General Regulations in relation to the keeping of, and provision of access to, a register of its CIO Members and Trustees.

### **54. Records and accounts**

54.1 The Trustees must comply with the requirements of the Act with regard to the keeping of accounting records, the preparation and scrutiny of statements of accounts, and the preparation of annual reports and returns. The statements of accounts, reports and returns must be sent to the Charity Commission in accordance with the requirements of the Act.

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

54.3 The Trustees must inform the Charity Commission within 28 days of any change in the particulars of the Union entered on the Central Register of Charities.

### **55. Irregularities**

The proceedings at any meeting or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice.

### **56. Patrons**

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

### **57. Contracts and documents**

57.1 A contract may be made on behalf of the Union, by a person acting under the express or implied authority of the Union.

57.2 A document is executed by the Union if it is signed by at least two of the Trustees.

57.3 The Union may, by instrument executed as a deed, empower a person either generally or in respect of specific matters as its attorney to execute deeds or other documents on its behalf.

57.4 The Union may purchase and maintain insurance, at the expense of the Union, for the benefit of any Trustee or former Trustee for any loss or liability which has been or may be incurred by the Trustee or former Trustee in connection with that Trustee or former Trustee's duties or powers in relation to the Union, any associated or

subsidiary company or any pension fund of the Union or associated or subsidiary company.

57.5 Any Trustee or former Trustee may be indemnified out of the Union's assets against any liability incurred by that Trustee or former Trustee in connection with any negligence, default, breach of duty or breach of trust in relation to the Union or an associated or subsidiary company and any liability incurred by that Trustee or former Trustee in connection with the activities of the Union or an associated or subsidiary company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006) provided that this provision does not authorise any indemnity which would be prohibited or rendered void by any provision of law.

## 58. Disputes

If a dispute arises between CIO Members about the validity or propriety of anything done by the CIO Members under this Constitution, and the dispute cannot be resolved by agreement, the parties to the dispute must first try in good faith to settle the dispute by mediation before resorting to litigation.

## *DEFINITIONS AND INTERPRETATION*

### 59. Defined terms

59.1 In this Constitution, unless the context requires otherwise, the following terms shall have the following meanings:

Term	Meaning
59.1.1 " <b>Academic Year</b> "	The period between 1 August in one year to 31 July in the next year or such similar period as determined by the Union as the period during which Students are required to be registered with Staffordshire University.
59.1.2 " <b>Act</b> "	the Charities Act 2011;
59.1.3 " <b>address</b> "	includes a postal or physical address and a number or address used for the purpose of sending or receiving documents by Electronic Means;
59.1.4 " <b>Appointments Committee</b> "	the committee set up in accordance with the Bye-Laws that will include the President, the Chief Executive, and two Trustees
59.1.5 " <b>Board of Trustees</b> " or " <b>Board</b> "	the board of Trustees of the Union;
59.1.6 " <b>business day</b> "	means any day excluding Saturday, Sunday and Public Holidays;

59.1.7	<b>"Byelaws"</b>	the byelaws setting out the management and working practices of the Union made from time to time in accordance with clause 50;
59.1.8	<b>"Chair"</b>	the chair of the Board of Trustees, who shall be the President of the Union in accordance with clause 44;
59.1.9	<b>"Chair of the Meeting"</b>	in the case of Trustees' meetings and CIO Meetings means the person chairing the meeting in accordance with clause 44 or clause 20.9 respectively;
59.1.10	<b>"Chief Executive"</b>	the chief executive of the Union who is appointed by the Board of Trustees;
59.1.11	<b>"CIO Meeting"</b>	a general meeting of the CIO Members for the purposes of the Act, the General Regulations and the Dissolution Regulations;
59.1.12	<b>"CIO Members"</b>	members for the purposes of the Act, the General Regulations and the Dissolution Regulations, as defined in clause 14;
59.1.13	<b>"Circulation Date"</b>	means the date on which copies of a written resolution are sent to the CIO Members;
59.1.14	<b>"clear days"</b>	in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
59.1.15	<b>"Code of Conduct"</b>	The expectations of behaviours by the Student Members of the Students' Union
59.1.16	<b>"Code of Practice"</b>	the code of practice relating to Staffordshire University's obligations under Section 22 of the Education Act;
59.1.17	<b>"Connected"</b>	means: <ul style="list-style-type: none"> <li>(a) a child, parent, grandchild, grandparent, brother or sister of the Trustee;</li> <li>(b) the spouse or civil partner of the Trustee or of any person falling within clause 59.1.17(a) above;</li> <li>(c) a person carrying on business in partnership with the Trustee or with any person falling within clauses 59.1.17(a) or 59.1.17(b) above;</li> <li>(d) an institution which is controlled: <ul style="list-style-type: none"> <li>(i) by the Trustee or any Connected person falling within clauses 59.1.17(a) or</li> </ul> </li> </ul>

59.1.17(b) or 59.1.17(c) above; or

(ii) by two or more persons falling within clause 59.1.17(d)(i) when taken together; and

(e) a body corporate in which:

(i) the Trustee or any Connected person falling within clauses 59.1.17(a) or 59.1.17(b) or 59.1.17(c) above has a substantial interest; or

(ii) two or more persons falling within clause 59.1.17(e)(i) who, when taken together, have a substantial interest.

For the purposes of this clause 59.1.17:

(f) "child" includes a stepchild and an illegitimate child;

(g) a person living with another as that person's husband or wife is to be treated as that person's spouse;

(h) where two people of the same sex are not civil partners but live together as if they were, each of them is to be treated as the civil partner of the other;

(i) a person controls an institution if the person is able to secure that the affairs of the institution are conducted in accordance with the person's wishes;

(j) any person has a substantial interest in a body corporate if the person or institution in question:

(i) is interested in shares comprised in the equity share capital of that body of a nominal value of more than one-fifth of that share capital, or

(k) is entitled to exercise, or control the exercise of, more than one-fifth of the voting power at any general meeting of that body;

59.1.18 "**Constitution**"

this constitution of the Union;

59.1.19 " <b>Deputy Chair</b> "	the deputy chair of the Board of Trustees, who shall be appointed in accordance with clause 44;
59.1.20 " <b>Dissolution Regulations</b> "	means the Charitable Incorporated Organisations (Insolvency and Dissolution) Regulations 2012;
59.1.21 " <b>document</b> "	includes, unless otherwise specified, any document sent or supplied in Electronic Form;
59.1.22 " <b>Education Act</b> "	the Education Act 1994;
59.1.23 " <b>Elected Officers</b> "	the Sabbatical Officers of the Students Union;
59.1.24 [" <b>Effective Date</b> "]	the date on which the undertaking previously carried on by the Unincorporated Charity is transferred to the Union
59.1.25 " <b>the Executive Committee</b> "	the committee consisting of the Sabbatical Officers as further described in clause 35;
59.1.26 " <b>Financial Expert</b> "	an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;
59.1.27 " <b>General Regulations</b> "	means the Charitable Incorporated Organisations (General) Regulations 2012;
59.1.28 " <b>Lay Trustee</b> "	a Trustee appointed in accordance with Article 25 who for the avoidance of doubt shall not be deemed to be either a major union office holder or a sabbatical union office holder for the purposes of Section 22 of the Education Act;
59.1.29 " <b>Members</b> "	the Student Members and the CIO Members;
59.1.30 " <b>Patron</b> "	A person who supports, protects, or champions the charity.
59.1.31 " <b>Policy</b> "	representative and campaigning policy set by Referenda in accordance with clause 31.3 and clause 49 respectively or by the Student Members at a Student Members' meeting or forum, in accordance with the byelaws;
59.1.32 " <b>President</b> "	the president of the Union, as elected by the Student Members in accordance with the Bylaws;
59.1.33 " <b>Public Holiday</b> "	Christmas Day, Good Friday and any day that is a bank holiday under the Banking and Financial Dealings Act 1971 in the part of the United Kingdom where the Union is registered;

59.1.34 " <b>RAG</b> "	the raise and give society which develops students by providing them with an opportunity to raise funds for charitable causes;
59.1.35 " <b>Referendum</b> "	a ballot in which all Student Members are entitled to cast a vote, the protocol for which shall be set out in the Byelaws;
59.1.36 " <b>Sabbatical Officers</b> "	the individuals elected in accordance with clause 23 (each of whom is a "major union office holder" for the purposes of section 22 of the Education Act);
59.1.37 " <b>Sabbatical Trustee</b> "	a Trustee elected in accordance with clause 23;
59.1.38 " <b>Secure Petition</b> "	a written request to the Union which shall be fixed in a pre-arranged place or places or held securely on-line;
59.1.39 " <b>Student</b> "	any individual who is formally registered for an approved programme of study provided by Staffordshire University. For the avoidance of doubt, Staffordshire University shall determine whether or not an individual has student status;
59.1.40 " <b>Student Representative Council</b> "	the Student body elected by and from Students constituted in accordance with this Constitution and the Byelaws;
59.1.41 " <b>Student Trustee</b> "	a Trustee appointed in accordance with clause 24.1 who is a Student and who, for the avoidance of doubt, shall not be a major union office holder for the purposes of Section 22 of the Education Act;
59.1.42 " <b>Student Members</b> "	student members of the Union, being Students at Staffordshire University as further defined in clause 11.1.1 and the Sabbatical Officers;
59.1.43 " <b>Subsidiary Company</b> "	any company in which the Union holds more than 50% of the shares, controls more than 50% of the voting rights attached to the shares or has the right to appoint a majority of the board of the company;
59.1.44 " <b>Trustees</b> "	the trustees of the Union as defined in clause 22;
59.1.45 " <b>Union</b> "	Staffordshire University Students' Union
59.1.46 " <b>Unincorporated Charity</b> "	Staffordshire University Students' Union, registered with the Charity Commission with charity number 1149948
59.1.47 " <b>writing</b> "	the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in Electronic Form or otherwise; and

59.1.48 **Staffordshire  
University**

Staffordshire University , incorporated under the terms of the Further and Higher Education Act 1992 on 16<sup>th</sup> June 1992.

- 59.2 A reference to a document or information being sent or supplied in Electronic Form is to a document or information sent by Electronic Means (such as by email or fax) or by any other means while in an electronic form (such as a computer disc sent by post).
- 59.3 A reference to a document or information being sent or supplied by Electronic Means is to a document or information sent and received by means of electronic equipment for the processing or storage of data and entirely transmitted, conveyed and received by wire, by radio or optical means or by other electromagnetic means.
- 59.4 Any reference in this Constitution to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it.