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**Constitution**

**of**

*Keele University Students' Union*

*Charitable Incorporated Organisation*

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**Constitution approved by University Council: 07/07/2016**

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**Keele University Students' Union  
Charitable Incorporated Organisation  
Constitution**

**BACKGROUND**

**(This Background does not form part of the operative provisions of the Constitution)**

- (A) Keele University Students' Union (the "**Union**") is a students' union within the meaning of the Education Act 1994. The Union is devoted to the educational interests and welfare of its Student Members.
- (B) The Union will seek to:
  - (i) recognise the diversity of its Student Membership and whatever their origin or orientation ensure the equal treatment and equal access of all Student Members to the Union's services;
  - (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) Whilst it is the responsibility of the Board of Trustees to manage the affairs of the Union in a professional manner, this Constitution has been structured so as to make provision for the views of the Student Members to be communicated to and given due weight by the Board of Trustees in undertaking their work, and to enable the Student Members to 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.
- (D) Under the Education Act 1994, Keele 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 will therefore work alongside Keele 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.
- (E) The Union is established as a Charitable Incorporated Organisation based on the Foundation Model of the Charity Commission.

## **PART 1**

### **KEY CONSTITUTIONAL PROVISIONS**

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

The meanings of any defined terms and the interpretation of words and phrases used in this Constitution are set out in clause 60.

#### **2. Name**

The name of the Charitable Incorporated Organisation is:

Keele 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 objects of the Union (“**Objects**”) are the advancement of education of Students at Keele University for the public benefit by:

- 4.1 promoting the interests and welfare of Students during their course of study and representing, supporting and advising Students;
- 4.2 being the recognised representative channel between Students and Keele 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**

In order to further its Objects, but not for any other reason or purpose, the Union may:

- 5.1 provide services and facilities for Student Members;
- 5.2 establish, support, promote and operate a network of 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,

in each case 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 subject to such consent as may from time to time be required by law, 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 with whom that person is Connected) has complied with clause 47 (conflicts of interest).

- 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 reasonable expenses properly incurred by them when acting on behalf of the Union and a Trustee may pay out of the Union's property to another Trustee or person Connected with that Trustee such reasonable expenses properly incurred;
  - 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, Student 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 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 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 together 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 47 (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 reasonable expenses properly incurred by them when acting on behalf of the Subsidiary Company and a Trustee may pay out of the Subsidiary Company's property to another Trustee or person Connected with that Trustee such reasonable expenses properly incurred
  - 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 together 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 6.5.3 applies to more than half of the Trustees, the Union may continue to pay remuneration to its Sabbatical Trustees, Student Trustees and any person who is Connected with a Trustee who is receiving remuneration in accordance with clauses

6.4.3 or 6.5.3 provided that the Union uses reasonable endeavours to fill the vacancy as soon as reasonably practical.

## **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 But subject to that, 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 The Board of Trustees shall review this Constitution and submit the Constitution, subject to such review, to the Council of Keele University ("**Council**") for its review periodically and in any event so that it is reviewed by the Board of Trustees and Council at intervals of not more than five years (making allowance for the reasonable period required by Council to conduct its review), and the Board of Trustees shall cooperate with and provide reasonable assistance to Council and its officers in such review.
- 9.2 Any amendment to this Constitution shall require each of the following steps in the following order:

- 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 The provision and notification to Student Members of a period of time of not less than 14 days (or such other longer period as may be 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 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 adopted;
- 9.2.4 Approval of the Proposal or revised Proposal as the case may be at a duly convened Student Members' meeting or by Referendum by a two thirds majority of those Student Members present and voting at the Student Members' meeting or in the Referendum;
- 9.2.5 A resolution of the CIO Members passed in accordance with this Constitution to make the amendments to this Constitution in the terms approved by resolution or Referendum of the Student Members in accordance with clause 9.2.4; and
- 9.2.6 Approval by Keele 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 each and every Student (including, for the avoidance of doubt, any Sabbatical Officer who is at the same time a Student) for so long as the Student has not opted out by notifying Keele University or the Union of his or her wish not to be a Student Member.
- 11.2 Notwithstanding that a Sabbatical Officer may not be a Student, every Sabbatical Officer shall be treated for the purposes of this Constitution as a Student Member during their term of office.
- 11.3 Student Members shall be entitled to the benefits set out in Section 22 of the Education Act.

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

Student Membership is not transferable. A person shall cease to be a Student Member if:

- 12.1 they cease to be a Student. For the avoidance of doubt, this includes temporary or permanent revocation or withdrawal of a Student Member's Student status by Keele University (but upon any reinstatement of such Student status, the Student Membership may resume);
- 12.2 they, not being a Student, cease to be a Sabbatical Officer;
- 12.3 they opt out of Student Membership by giving written notice to the Union or to Keele University; or
- 12.4 the Student Member's Student Membership is lawfully and properly removed in accordance with the Union's Code of Conduct (as referred to at clause 13) or the Union's disciplinary procedure for Student Members in force from time to time.

#### **13. Code of Conduct**

- 13.1 The Board of Trustees may establish and monitor a Code of Conduct to which Student Members shall be required to adhere which may govern the Union's reasonable expectations of Student Members, including when Student Members are involved in activities or at events that are administered or organised by the Union or are conducted by clubs or societies affiliated to the Union.
- 13.2 The Code of Conduct may include a range of sanctions for breach of the Code of Conduct by a Student Member, including the suspension or removal of any or all of the rights and privileges of Student Membership (save for the right to vote conferred under this Constitution), up to and including the temporary or permanent removal of the right to be or remain a Student Member or to hold office in the Union.

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

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

- 14.1 Those persons notified to the Charity Commission as the first members of the Union shall be the CIO Members until and including the Effective Date. Thereafter, the CIO Members shall be its Trustees for the time being. The only persons eligible to be CIO Members are the Trustees.
- 14.2 A person shall become a CIO Member on becoming a Trustee. In agreeing to become a Trustee, each new 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 shall specify, and the Trustees may admit and remove such associate members. Admission and removal shall, where applicable, be in accordance with the Bye-Laws.
- 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 by:
- 17.1.1 a resolution of the Trustees;
  - 17.1.2 a majority vote of the Student Council; or
  - 17.1.3 subject to clauses 27.1 and 29.2.1, a Secure Petition signed by or agreed to by at least 5% of Student Members.
- 17.2 The Trustees may in their absolute discretion determine the wording to be put on the ballot in any Referendum so as to give practical effect to the proposal, question or issue the subject of the Referendum and the Trustees may in their absolute discretion notwithstanding clauses 17.1.2 and 17.1.3 refuse to hold a Referendum where the proposal, question or issue is unsuitable for a Referendum or concerns a matter that if put would be unlawful, unlawfully discriminatory or liable to cause distress to Students or a number of Students.

- 17.3 Subject to clauses 27.1 and 29.2.1, a resolution may only be passed by Referendum if at least 15% of Student Members cast a vote in the Referendum and a simple majority of the votes cast are in favour of the resolution
- 17.4 Referenda shall be conducted in accordance with this Constitution and the Bye-Laws
- 17.5 Subject to clause 31.3, the Student Members may set Policy by Referenda. Policy set by Referenda takes precedence over (and may revoke) any Policy set by the Student Council and/or by the Student Members at a Student Members' meeting.
- 17.6 If a majority of the Student Council or any 50 Students request the Trustees to establish a Secure Petition the Union will enable signatories to the Secure Petition by providing access to it on the Union website, provided the question on or subject matter of the Secure Petition is not (in the absolute discretion of the Trustees) unlawful, unlawfully discriminatory, or liable to cause distress to Students or a number of Students. The Trustees may establish a Secure Petition at any time. The terms of the Secure Petition and the time during which it is available to signatories will be determined by the Trustees if not contained within Bye-Laws. The result of the Secure Petition will be announced on the Union's website.

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

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

- 18.1 The Union shall undertake an annual Student Members' review process ("Annual Review") once in each Academic Year in accordance with the Bye-Laws where provided for or otherwise in such manner as determined by the Trustees. The Annual Review may take the form of a Student Members' meeting in accordance with clause 18.2 but may also be some other process by which the views and approval of Student Members on particular matters may be sought. The Annual Review shall deal with (among any other matters) the matters required to be provided to and/or approved by Students under section 22 of the Education Act.
- 18.2 The Trustees or any 50 Student Members may call a Student Members' meetings on not less than 14 days' notice or otherwise as set out in the Bye-Laws. The request of Student Members to convene a Student Members' meeting shall be given to the Trustees who shall give notice of such meeting within 14 days of such request being given by or on behalf of the requisite numbers of Students provided that the agenda for such Student Members' meeting shall not contain any question or matter which the Trustees (in their absolute discretion) consider to be unlawful, unlawfully discriminatory, or liable to cause distress to Students or a number of Students.
- 18.3 Such Student Members' meetings may be held electronically or in person or a combination of the two provided that each participant can speak to and be heard by the others, so that they may communicate with each other any information, opinions or decision they have on any particular item of the business of such meeting.

- 18.4 A Student Members' meeting will not be a CIO Meeting of the Union 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 which 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 the CIO Meeting vote in favour of it.

20.2 Resolutions dealing with the following matters require votes in favour of at least 75% of those CIO Members voting at the CIO Meeting:

20.2.1 any proposal to amend the Constitution;

20.2.2 any 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 any 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. In exceptional circumstances a CIO Meeting may be held on less than 14 clear days' notice where a majority of the CIO Members agree it is necessary in order to protect or preserve the interests or assets of the Union or to comply with statutory or regulatory requirements imposed upon the Union and giving the usual period of notice may result in prejudice to the Union (in this clause only "**Urgent Business**"). Only Urgent Business may be conducted at a meeting of CIO Members held on less than 14 clear days' notice..

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 any CIO meeting unless a quorum is present. The quorum for CIO Meetings shall be four CIO Members comprising at least one Sabbatical Trustee and one External Trustee.

### *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 shall 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 also 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 each participant can speak to and be heard by the others, so that they may communicate with the other CIO Members any information, opinions or decision 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 by what means they communicate with the CIO meeting

**21. Written resolution**

- 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.

- 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 his or her 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 may have previously decided.
- 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 Board of Trustees shall comprise the following persons:
- 22.1.1 not more than five Sabbatical Trustees, elected in accordance with clause 23;
- 22.1.2 not more than three Student Trustees, elected in accordance with clause 24;
- 22.2.3 not more than four External Trustees, appointed in accordance with clause 25.

#### ***Eligibility for trusteeship***

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

#### ***Information for new Trustees***

- 22.3 The Trustees will make available to each new Trustee, on or before the new Trustee's 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*

- 22.4 There must be at least four Trustees. If there are less than four Trustees, the remaining Trustee or Trustees must not take any decision other than a decision to appoint one or more additional Trustees and doing all necessary acts and things to bring about the appointment of such additional Trustees (including the calling of any election by Student Members required for that purpose).

### **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 Bye-Laws. The Sabbatical Officers shall be elected to posts specified in the Bye-Laws.
- 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 term of office of a Sabbatical Officer shall be fixed at twelve months commencing in accordance with the Bye-Laws. Where there is an alteration of general application to the start or end date of the period during which a Sabbatical Officer shall hold office, the term of office of any proposed Sabbatical Officer or any Sabbatical Officer then in office may be shortened from or extended beyond the period of twelve months on a transitional basis so as to realign the term of office of the Sabbatical Officers in question with the revised start and end date of their term of office ("**Transitional Arrangements**").
- 23.4 Subject to Transitional Arrangements, a Sabbatical Officer may not serve more than two terms in office, which may be consecutive or non-consecutive. No Sabbatical Officer may serve for more than 24 months.
- 23.5 A Sabbatical Officer must be a Student Member or a Sabbatical Officer at the time of his or her election. In accordance with clause 11, each Sabbatical Officer shall be or be deemed for the purposes of this Constitution to become a Student Member on commencement of his or her appointment or re-appointment as a Sabbatical Officer.
- 23.6 The Sabbatical Officers shall be deemed to be "major union office holders" for the purposes of Section 22 of the Education Act.
- 23.7 It shall be a requirement of holding office as a Sabbatical Officer that each Sabbatical Officer shall upon or prior to taking up office enter into a contract of employment with the Union on such terms as the Board of Trustees shall determine and otherwise as set out in the Bye-Laws.
- 23.8 The Board of Trustees may make such decisions and adopt such procedures as they think fit to provide for and/or regulate the election, terms of office, roles and responsibilities and any other matters of and pertaining to the Sabbatical Officers either where the Bye-Laws are silent or inadequate as to any such matter or where the Trustees in their absolute discretion consider the Bye-Laws in any instance to be inappropriate or to conflict with the Constitution.

## **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 provided that the appointment of each Student Trustee is ratified by a majority vote of the Board of Trustees. For the avoidance of doubt, such appointment shall not take effect until it has been ratified by the Board of Trustees. The appointment of every Student Trustee shall be noted at the first meeting of the Student Council following such appointment.
- 24.2 A person is eligible to be a Student Trustee only if they are a Student Member at the time of their election and for so long as they remain a Student.
- 24.3 The term of office of a Student Trustee shall be 24 months. The term shall commence in accordance with the Bye-Laws. The Transitional Arrangements as they apply to Sabbatical Officers may apply also to a Student Trustee provided no Student Trustee may serve a single term of more than 30 months.
- 24.4 A Student Trustee may not serve more than 48 months in office, which may be consecutive or non-consecutive.
- 24.5 The Board of Trustees may make such decisions and adopt such procedures as they think fit to provide for and/or regulate the appointment and term of office of a Student Trustee either where the Bye-Laws are silent or inadequate as to any such matter or where the Trustees in their absolute discretion consider the Bye-Laws in any instance to be inappropriate or to conflict with the Constitution.

## **25. External Trustees**

- 25.1 External Trustees shall be appointed by a simple majority vote of the Appointments Committee provided that the appointment of each External Trustee is ratified by a majority vote of the Board of Trustees. For the avoidance of doubt, such appointment shall not take effect until it has been ratified by the Board of Trustees, save in any situation where clause 43.3 shall apply, in which case such appointment shall only take effect until at least one Sabbatical Officer has taken office, following which the External Trustee's appointment must be ratified by the Board of Trustees at the earliest reasonable opportunity (and if the appointment is not so ratified, that person shall immediately cease to be an External Trustee). For the avoidance of doubt an External Trustee 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
- 25.2 The term of office of an External Trustee shall be four years or such shorter period as may be agreed between the Board of Trustees and the External Trustee in question.
- 25.3 An External Trustee may not serve more than two terms in office, which may be 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 Member;
- 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 Code of Conduct or opts out of membership of the Union;
- 26.5 they resign by notice in writing to the Union (but only if at least four Trustees will remain in office when the notice of resignation is to take effect);
- 26.6 the Trustees reasonably believe that they have become physically or mentally incapable of managing their own affairs and the Trustees resolve that they be removed from office;
- 26.7 they fail to attend three 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 Student Trustees**

A Student Trustee shall cease office if:

- 27.1 a resolution for the removal of the Student Trustee is passed by a simple majority of the Student Members voting in a Referendum, provided that at least 15% of Student Members cast a vote in the Referendum;
- 27.2 a resolution for the removal of the Student Trustee is passed by a two thirds majority in a vote of the Student Council; or.
- 27.3 a resolution for the removal of the Student Trustee on the grounds of serious or persistent breach of their duties as a Trustee under the Act is passed by a simple majority of the Trustees after, wherever practical, the grounds for seeking the removal of the Trustee having first been provided to the Student Trustee so that the Student Trustee in question has an opportunity to respond to the Board of Trustees and/or retire should they so wish. For the avoidance of doubt, the Student 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.

## **28. Removal of External Trustees by the Board of Trustees**

An External Trustee shall cease office if a resolution for the removal of the External Trustee is passed by a simple majority of the Trustees after, wherever practical, the grounds for seeking the removal of the Trustee having first been provided to the External Trustee so that the External Trustee in question has an opportunity to respond to the Board of Trustees and/or retire should they so wish. 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 Elected Officers**

An Elected Officer shall cease office if they:

- 29.1 resigns;
- 29.2 is removed from office as an Elected Officer by:
  - 29.2.1 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 15% of Student Members cast a vote in the Referendum.
  - 29.2.2 a resolution for the removal of the Elected Officer passed by a two thirds majority in a 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 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 prior to the commencement of the Academic Year, the vacancy that results on the Board of Trustees shall be filled in accordance with the Bye-Laws.
- 30.2 If a Sabbatical Trustee resigns, is disqualified or is removed from office after the commencement of the Academic Year (the "**Outgoing Sabbatical Trustee**") the vacancy shall be filled in accordance with the Bye-Laws. Any person elected under this clause may be required to assume the responsibilities of the Outgoing Sabbatical Trustee.
- 30.3 If a Student Trustee resigns, is disqualified or is removed from office, a Student Trustee shall be appointed to the vacancy in accordance with clause 24.1.
- 30.4 If an External Trustee resigns, is disqualified or is removed from office, an External Trustee shall be appointed to the vacancy in accordance with clause 25.1.
- 30.5 The Board of Trustees may make such decisions and adopt such procedures as they think fit to provide for and/or regulate the election, terms of office, roles and responsibilities and any other matters of and pertaining to the appointment of a replacement Sabbatical Officer either where the Bye-Laws are silent or inadequate as to any such matter or where the Trustees in their absolute discretion consider the Bye-Laws in any instance to be inappropriate or conflict with the Constitution.

## ***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 Bye-Laws) 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 purports to have; and
    - (b) if they acts 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 or by the Student Council which the Trustees consider (in their absolute discretion):
- 31.3.1 has or may have any financial implications for the Union;
  - 31.3.2 is or may be in breach of, contrary to or otherwise inconsistent with charity or education law or any other legal requirements (including ultra vires);
  - 31.3.3 is not or may not be in the best interests of the Union or all or any of its charitable objects; or
  - 31.3.4 will or may otherwise affect the discharge of any or all of the responsibilities referred to in clause 31.2.
- 31.4 No alteration of this Constitution or the Bye-Laws shall invalidate any prior act of the Trustees which would have been valid if that alteration had not been made.
- 31.5 All acts done by a 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 one or more co-options of suitably qualified individuals up to a specified number);
  - 33.1.2 subject to clause 33.3, 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 following each committee meeting 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.
  - 33.1.6 Where the Trustees request information from a committee, the committee must provide the information requested as soon as reasonably practical.
- 33.2 The Trustee Board shall establish such committees as it shall think fit but the following committees or committees with the following remits shall be established in accordance with the Trustees' powers under clauses 32 and 33.1:
- 33.2.1 an Executive Committee (as further described in clause 35);
  - 33.2.2 an Appointments Committee (as required);
  - 33.2.3 a committee to oversee financial reporting, the audit process, the Union's system of internal controls and to make recommendations to the Board on matters of finance, expenditure, borrowing, financial control, audit and use of resources of the Union;
  - 33.2.4 a committee to oversee, review and make recommendations to the Board on remuneration of Union employees and human resources matters; and
  - 33.2.5 a committee to oversee, review and make recommendations to the Board on matters of Student engagement.
- 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 External 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 payments above such amount as the Trustees shall determine (which may be contained in the Scheme of Delegated Authority) 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 Trustees shall produce, maintain and from time to time review a "Scheme of Delegated Authority" which shall set out the terms and extent of authorities delegated by the Board.
- 33.5 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 inconsistent with any Scheme of Delegated Authority approved from time to time by the Board of Trustees and any other the terms upon which authority to any committee has been delegated by the Board of Trustees.

#### **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 the Trustees 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 and Appointments Committee**

- 35.1 Unless the Trustees determine otherwise, the Executive Committee shall comprise:
  - 35.1.1 the Sabbatical Officers; and
  - 35.1.2 any other elected student representatives as determined by the Trustees subject to the Bye-Laws.
- 35.2 The Executive Committee's responsibility shall not include the duties of the Trustees as set out in clause 31 but may include representation and campaigning work and the implementation of Policy save in so far as these responsibilities have been retained by the Board of Trustees or 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 as often as is reasonably required in order to perform its functions subject to any direction of the Trustees or provision of the Bye-Laws. 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.
- 35.5 Unless the Trustees determine otherwise, the Appointments Committee shall comprise at least three members of the Trustees, being:
  - 35.5.1 the Chair;
  - 35.5.2 at least one Sabbatical Trustee;
  - 35.5.3 at least one External Trustee, who may be the Chair, and

- 35.3.4. where the Chair is an External Trustee, at least one other Trustee.
- 35.6 The duties of the Appointments Committee shall include making (or making recommendations for) those appointments for which it has responsibility under this Constitution.

### ***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 (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 two Trustees may, and the Chair or 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 reasonably require shorter notice (in which event only the business the subject of the urgent circumstances may be on the agenda of such meeting).

#### **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. Notice of Trustees' meeting may be sent by Electronic Means to an address provided by the Trustee from time to time 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 each participant can speak to and be heard by the others, so that they may communicate with the other CIO Members any information, opinions or decision they have on any particular item of the business of the CIO Meeting.
- 42.2 In determining whether Trustees are participating in a Trustees' meeting, it is irrelevant where any Trustees are 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 or proposals concerning the business referred to in clause 43.3 below.
- 43.2 The quorum for Trustees' meetings until and including the Effective Date shall be two. Thereafter, the quorum for Trustees' meetings may be fixed from time to time by a decision of the Trustees, but it must never be less than four of whom at least one is a Sabbatical Trustee and one is an External Trustee, subject to clause 43.3. 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.
- 43.3. Where there is not at least one Sabbatical Trustee and one External Trustee in office, the Trustees may validly meet for the purposes of arranging for the election of one or more Sabbatical Officers or the appointment of one or more External Trustees, notwithstanding the quorum requirements set out at clause 43.2. During the time required to undertake the process of election and/or appointment of a Sabbatical Officer and/or an External Trustee, the remaining Trustees may validly meet in order to consider whether any matter of business is, in their absolute discretion, required urgently to be proposed and voted upon in order to protect or preserve the interests or assets of the Union or to comply with statutory or regulatory requirements upon the Union, which cannot reasonably await the election of at least one Sabbatical Officer to office or the appointment of at least one External Trustee (in this clause only "**Necessary Business**"). Notwithstanding the absence in post of any Sabbatical Officer and/or External Trustee, and provided the process to elect and/or appoint at

least one Sabbatical Officer and one External Trustee has been commenced and (where required) an election is being held at the earliest reasonable opportunity, and further if the Trustees determine that there is Necessary Business, the Trustees may validly propose and vote upon such Necessary Business, but any such Necessary Business shall be reported to and considered by the first available meeting of the Trustees after at least one Sabbatical Officer and one External Trustee has been appointed.

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

- 44.1 The Trustees shall elect by simple majority from amongst the External Trustees a Chair of the Trustees and may remove the person so appointed by simple majority vote at any time. The Chair may hold office for so long as they remain an External Trustee. A Chair of Trustees must be subject to re-election after being in office for 12 consecutive months.
- 44.2 The Trustees shall elect by simple majority from amongst the Sabbatical Trustees a Deputy Chair of the Trustees and may remove the person so appointed by simple majority vote at any time. 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 Meetings of the Trustees. In the absence of the Chair and the Deputy Chair, another Trustee appointed by the Trustees present shall preside as Chair of the Meeting of Trustees.

#### **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 the Chair 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. Unanimous decisions without a meeting**

- 46.1 A decision is taken in accordance with this clause when all of the Trustees indicate to each other by any means (including without limitation by Electronic Means, such as by email or by telephone) that they share a common view on a matter. The Trustees cannot rely on this clause to make a decision if one or more of the Trustees has a conflict of interest or duty which, under clause 47, results in them not being entitled to vote.
- 46.2 Such a decision may, but need not, take the form of a resolution in writing, copies of which have been signed by each Trustee or to which each Trustee has otherwise indicated agreement in writing.
- 46.3 A decision which is made in accordance with this clause 46 shall be as valid and effectual as if it had been passed at a meeting duly convened and held, provided the following conditions are complied with:

- 46.3.1 approval from each Trustee must be received by one person being either such person as all the Trustees have nominated in advance for that purpose or such other person as volunteers if necessary ("**the Recipient**"), which person may, for the avoidance of doubt, be one of the Trustees;
- 46.3.2 following receipt of responses from all of the Trustees, the Recipient must communicate to all of the Trustees (by any means) whether the resolution has been formally approved by the Trustees in accordance with this clause;
- 46.3.3 the date of the decision shall be the date of the communication from the Recipient confirming formal approval; and
- 46.3.4 the Recipient must prepare a minute of the decision in accordance with clause 53 (Minutes).

## **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 the Trustee in question has in a proposed transaction or arrangement with the Union; and
  - 47.1.2 any direct or indirect interest or any duty which the Trustee in question has which conflicts or may conflict with the interests of the Union or such Trustee's 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, that Trustee is 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, that Trustee 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. The register of Trustees' interests shall be reviewed at least annually.

### **PART 4**

#### **STUDENT COUNCIL**

##### **49. Student Council**

- 49.1 There shall be a Student Council (or such other body constituted from time to time to perform the like function) having the role of and authority to:
  - 49.1.1 represent the voice of the Students;
  - 49.1.2 subject to clause 31.3, set the Policy and refer Policy to Referenda of the Student Members or to a Student Members' meeting (in accordance with the Bye-Laws);
  - 49.1.3 be consulted by the Trustees on making, repealing and amending the Bye-Laws in accordance with clause 50; and
  - 49.1.4 appoint associate members in accordance with clause 16 and the Bye-Laws.
- 49.2 The composition and proceedings of the Student Council shall be set out in the Bye-Laws. No Student Member may hold more than one seat on the Student Council at any one time.

### **PART 5**

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

##### **50. Bye-Laws**

The Trustees in consultation with the Student Council shall have the power from time to time to jointly make, repeal or amend Bye-Laws as to the management of the Union and its working practices provided that such Bye-Laws shall not be inconsistent with 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 Electronic Means in accordance with 51.2;
  - 51.1.2 by hand; or
  - 51.1.3 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 (generally or specifically) to receive documents or information in that form (and has not revoked that agreement), 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 reasonably satisfactory to the Union.

### ***Communications by the Union***

- 51.3 The Union may send documents or information to any CIO Member or Trustee by Electronic Means in accordance with 51.4, 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 (generally or specifically) to receive documents or information in that form or by such means (and has not revoked that agreement); 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, unless the CIO Member has indicated to the Union the CIO Member's unwillingness to receive such communications in that form.
- 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 deemed agreement to electronic communications***

- 51.7 If the Union sends or supplies documents or information to another person in Electronic Form:
- 51.7.1 the Union is treated as having agreed to accept a response in Electronic Form; and
- 51.7.2 where the document or information is sent or supplied by the Union by Electronic Means from an electronic address, or the Union has given such an address in the document or information (subject to any limitations specified when providing that address), the Union is treated as having agreed to the response being sent by Electronic Means to that address.
- 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 (excluding 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 on the same day that it was sent, if sent before 4 pm on a business day, or otherwise at 9 am on the next business day to the day it was sent;
- 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 website.
- 51.12 Further provisions governing the Union's communications with its Student Members may be set out in the Bye-Laws.

## **52. Secretary**

- 52.1 A Secretary may be appointed by the Trustees for such term at such remuneration and upon such conditions as they may think fit, and may be removed by them.

If there is no Secretary:

- 52.1.1 anything authorised or required to be given or sent to, or served on, the Union by being sent to its Secretary may be given or sent to, or served on, the Union itself, and if addressed to the Secretary shall be treated as addressed to the Union; and
- 52.1.2 anything else required or authorised to be done by or to the Secretary may be done by or to a Trustee, or a person authorised generally or specifically in that behalf by the Trustees.

## **53. Minutes**

- 53.1 The Trustees shall cause minutes to be made in books kept for the purpose:
  - 53.1.1 of all appointments of officers made by the Trustees;
  - 53.1.2 of all resolutions of the Union and of the Trustees (including, without limitation, decisions of the Trustees made without a meeting); and
  - 53.1.3 of all proceedings at meetings of the Union, CIO Members 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.

- 53.2 The minutes of the meetings referred to in clause 53.1 above 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 or matters which are legally privileged. Copies of the minutes shall also be kept in the Union's offices.

#### **54. 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.

#### **55. Records and accounts**

- 55.1 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.
- 55.2 The Student Members have the right to ask the Trustees questions in writing about the content of any documents referred to in clause 55.1.
- 55.3 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.

#### **56. 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.

#### **57. 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.

#### **58. Contracts and documents and indemnities**

- 58.1 A contract may be made on behalf of the Union, by a person acting under the express or implied authority of the Union.
- 58.2 A document is executed by the Union if it is signed by at least two of the Trustees.
- 58.3 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.

58.4 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.

58.5 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.

### 59. 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***

### 60. Defined terms

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

<b>Clause</b>	<b>Defined Term</b>	<b>Meaning</b>
60.1	<b>“Academic Year”</b>	the period between 1 August in one year to 31 July in the next year determined by the Union as the period during which Students are required to be registered with Keele University;
60.2	<b>“Act”</b>	the Charities Act 2011;
60.3	<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;
60.4	<b>“Appointments Committee”</b>	the committee set up in accordance with clause 35;

60.5	<b>“Board of Trustees” or “Board”</b>	the board of Trustees of the Union;
60.6	<b>“Bye-Laws”</b>	The bye-laws setting out the management and working practices of the Union made from time to time in accordance with Clause 50;
60.7	<b>“Chair”</b>	the chair of the Board of Trustees;
60.8	<b>“Chair of the Meeting”</b>	in the case of Trustees' meetings and CIO Meetings means the person chairing the meeting;
60.9	<b>“Chief Executive”</b>	the chief executive of the Union who is appointed by the Board of Trustees;
60.10	<b>"CIO Meeting"</b>	a general meeting of the CIO Members for the purposes of the Act, the General Regulations and the Dissolution Regulations;
60.11	<b>“CIO Members”</b>	members for the purposes of the Act, the General Regulations and the Dissolution Regulations (as defined in clause 14) and being from the Effective Date, the Trustees for the time being;
60.12	<b>“Circulation Date”</b>	the date on which copies of a written resolution are sent to the CIO Members (or, if copies are sent to the CIO Members on different days, the first of those days);
60.13	<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. For the avoidance of doubt, a day is a calendar day and includes weekend days and Public Holidays
60.14	<b>“Code of Conduct”</b>	a code of conduct established to regulate the conduct and acceptable practices of Student Members referred to in clause 13
60.15	<b>"Connected"</b>	(a) a child, parent, grandchild, grandparent, brother or sister of the Trustee;  (b) the spouse or civil partner of the Trustee or of any person falling within clause 60.15(a) above;

		<p>(c) a person carrying on business in partnership with the Trustee or with any person falling within clauses 60.15(a) or 60.15(b) above;</p> <p>(d) an institution which is controlled:</p> <p>(i) by the Trustee or any person falling within clauses 60.15(a) or 60.15(b) or 60.15(c) above; or</p> <p>(ii) by two or more persons falling within clause 60.15(d)(i) when taken together; and</p> <p>(e) a body corporate in which:</p> <p>(i) the Trustee or any person falling within clauses 60.15(a) or 60.15(b) or 60.15(c) above has a substantial interest; or</p> <p>(ii) two or more persons falling within clause 60.15(e)(i) who, when taken together, have a substantial interest.</p> <p>For the purposes of this clause 60.15:</p> <p>(a) "child" includes a stepchild and an illegitimate child;</p> <p>(b) where two people are not married or civil partners but live together as if they were, each of them is to be treated as the spouse or civil partner of the other;</p> <p>(c) 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;</p> <p>(d) any person has a substantial interest in a body corporate if the person or institution in question:</p> <p>(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</p> <p>(ii) is entitled to exercise, or control the exercise of, more than one-fifth of the voting power at any general meeting of that body;</p>
60.16	<b>“Constitution”</b>	this constitution of the Union
60.17	<b>“Deputy Chair”</b>	the deputy chair of the Board of Trustees;
60.18	<b>“Dissolution Regulations”</b>	the Charitable Incorporated Organisations (Insolvency and Dissolution) Regulations 2012;

60.19	<b>“document”</b>	includes, unless otherwise specified, any document sent or supplied in electronic form;
60.20	<b>“Education Act”</b>	the Education Act 1994 and any amendment to it or re-enactment from time to time;
60.21	<b>"Effective Date"</b>	the date on which the undertaking previously carried on by the unincorporated charity known as Keele University Student Union (registered charity number 1137380) is transferred to the Union;
60.22	<b>“Elected Officers”</b>	the Sabbatical Officers and the Part-Time Officers;
60.23	<b>“the Executive Committee”</b>	the committee including the Sabbatical Officers as further described in clause 35;
60.24	<b>“External Trustee”</b>	a Trustee appointed in accordance with clause 25;
60.25	<b>"Financial Expert"</b>	an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;
60.26	<b>“General Regulations”</b>	means the Charitable Incorporated Organisations (General) Regulations 2012;
60.27	<b>“Members”</b>	the Student Members and the CIO Members;
60.28	<b>“Part-Time Officers”</b>	the Student Members appointed or elected in accordance with the Bye-Laws or otherwise as determined by the Trustees to be officers of the Union while continuing their studies at Keele University;
60.28	<b>“Policy”</b>	representative and campaigning policy set by Referenda or the Student Council in accordance with clause 17 and clause 49 respectively or by the Student Members at a Student Members' meeting;
60.29	<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;
60.31	<b>“RAG”</b>	the raise and give society which develops students by providing them with an opportunity to raise funds for charitable causes;

60.32	<b>“Referendum”</b>	a ballot on a question, proposal or issue (not being an election) in which all Student Members are entitled to cast a vote;
60.33	<b>“Sabbatical Officers”</b>	the individuals elected in accordance with clause 23
60.34	<b>"Sabbatical Trustee"</b>	a Trustee elected in accordance with clause 23;
60.35	<b>“Secure Petition”</b>	a written request to the Union signed by or agreed to by the requisite number of Student Members which shall be accessible in a pre-arranged place or places or securely on-line;
60.36	<b>“Student”</b>	any individual who is formally registered for an approved programme of study provided by Keele University as determined, in the case of doubt or dispute, by Keele University;
60.37	<b>“Student Council”</b>	The representative Student body from time to time constituted in accordance with this Constitution and any applicable Bye-Laws;
60.38	<b>“Student Members”</b>	Students who have not opted out of membership of the Union and the Sabbatical Officers;
60.39	<b>“Student Trustee”</b>	a Trustee appointed in accordance with clause 24 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;
60.40	<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;
60.41	<b>“Trustees”</b>	the trustees of the Union as defined in clause 22;
60.42	<b>“Union”</b>	Keele University Students’ Union governed by the Constitution;
60.43	<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
60.44	<b>“Keele University”</b>	Keele University, incorporated by the University of Keele Act, 1962. Formerly the University College of North Staffordshire, incorporated by Royal Charter in 1949.

- 60.45 Unless otherwise specified, references to any gender include every gender and the use of gender-neutral words refer to every gender; and references to the singular (including for the avoidance of doubt a singular pronoun ((for example, he, she, it, his, her, its)) include the plural and references to the plural (including for the avoidance of doubt a plural pronoun (for example, they, them, their)) include the singular.
- 60.46 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 an electronic messaging service) or by any other means while in an electronic form (such as a computer disc sent by post).
- 60.47 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.
- 60.48 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.