The Companies Act 2006

Company Limited by Guarantee and not Having a Share Capital

Memorandum and Articles of Association of The University of Nottingham Students’ Union

Bates Wells & Braithwaite London LLP
2-6 Cannon Street
London EC4M 6YH
(Telephone: 020 7551 7777)
www.bwbllp.com
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The Companies Act 2006
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Memorandum of Association

of

The University of Nottingham Students’ Union

Each subscriber to this Memorandum of Association wishes to form a company under the Companies Act 2006 and agrees to become a Member of the company

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<th>Name of each subscriber</th>
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<td>Roxana Shamsolmaali</td>
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<td>Daniel Downes</td>
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Dated: 20 April 2010
BACKGROUND

(A) The University of Nottingham 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 Members.

(B) The Union will seek at all times to:

(i) improve the experience of student life for its members; and

(ii) pursue its aims and objectives independent of any political party or religious group; and

(iii) act democratically, equitably and fairly; recognising the diversity of membership and ensuring equality of opportunity; and

(iv) evolve and respond continuously to changing student needs.

(C) These Articles of Association have been structured to give the Board of Trustees reasonable authority to manage the affairs of the Union in a professional manner. The Board of Trustees will give the utmost consideration to the views of the Members. The Members enjoy the right, which must be exercised in accordance with charity law, to elect a proportion of the Trustees and to dismiss all of the Trustees.

(D) Under the Education Act 1994, the University of Nottingham has a statutory duty to ensure that the Union operates in a fair and democratic manner and is required to ensure proper accountability for its finances. The Union therefore works alongside the University of Nottingham in ensuring that the affairs of the Union are properly conducted and that the educational and welfare needs of the Union’s Members are met.

Defined Terms

1. The interpretation of these Articles is governed by the provisions set out in the Schedule at the end of the Articles.

Name

2. The name of the company is “The University of Nottingham Students’ Union”. In these Articles it is called “the Union”.
Registered office

3. The registered office of the Union is situated in England and Wales.

Objects

4. The objects of the Union are the advancement of education of students at the University of Nottingham for the public benefit by:

4.1 promoting the interests and welfare of students at the University of Nottingham during their course of study and representing, supporting and advising members;

4.2 being the recognised representative channel between students and the University of Nottingham 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 members.

Powers

5. To further its objects, but not for any ultra vires purpose, the Union may:

5.1 provide services and facilities for Members;

5.2 represent the interests of Members at all levels within the University of Nottingham and elsewhere;

5.3 establish, support, promote and operate a network of student activities for Members;

5.4 support any RAG or similar fundraising activities carried out by its Members for charitable causes, including the provision of administrative support, banking facilities and acting as a holding trustee of any funds raised;

5.5 alone or with other organisations:

5.5.1 carry out campaigning activities;

5.5.2 seek to influence public opinion; and

5.5.3 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;

5.6 write, make, commission, print, publish or distribute materials or information or assist in these activities;

5.7 promote, initiate, develop or carry out education and training (including training designed to develop Members’ personal skills) 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 and publish the useful results;

5.9 provide or appoint others to provide advice, guidance, representation and advocacy;

5.10 co-operate with other charities and bodies and exchange information and advice with them;

5.11 become a member, affiliate or associate of other charities and bodies;

5.12 support, set up or amalgamate with other charities with objects identical or similar to the Union’s objects, and act as or appoint trustees, agents, nominees or delegates to control and manage such charities;

5.13 purchase or acquire all or any of the property, assets, liabilities and engagements of any charity with objects similar to the Union’s objects;

5.14 raise funds and invite and receive contributions from any person provided that the Union shall not carry out any taxable trading activities in raising funds;

5.15 borrow and raise money on such terms and security as the Union may think suitable (but only in accordance with the restrictions imposed by the Charities Act 1993);

5.16 purchase, lease, hire or receive property of any kind including land, buildings and equipment and maintain and equip it for use;

5.17 sell, manage, lease, mortgage, exchange, dispose of or deal with all or any of its property (but only in accordance with the restrictions imposed by the Charities Act 1993);

5.18 make grants or loans of money and give guarantees;

5.19 set aside funds for special purposes or as reserves against future expenditure;

5.20 invest and deal with the Union’s money not immediately required for its objects in or upon any investments, securities, or property;

5.21 delegate the management of investments to an appropriately experienced and qualified financial expert provided that:

5.21.1 the investment policy is set down in writing for the financial expert by the Trustees;

5.21.2 every transaction is reported promptly to the Trustees;

5.21.3 the performance of the investments is reviewed regularly by the Trustees;

5.21.4 the Trustees are entitled to cancel the delegation at any time;

5.21.5 the investment policy and the delegation arrangements are reviewed at least once a year;
5.21.6 all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt; and

5.21.7 the financial expert may not do anything outside the powers of the Trustees;

5.22 arrange for investments or other property of the Union to be held in the name of a nominee (being a company or a limited liability partnership registered or having an established place of business in England and Wales) under the control of the Trustees or a financial expert acting under their instructions and to pay any reasonable fee required;

5.23 lend money and give credit to, take security for such loans or credit and guarantee or give security for the performance of contracts by any person or company;

5.24 open and operate banking accounts and other facilities for banking and draw, accept, endorse, negotiate, discount, issue or execute negotiable instruments such as promissory notes or bills of exchange;

5.25 trade in the course of carrying out any of its objects;

5.26 establish or support any charitable trusts, associations or institutions formed for any of the charitable purposes included in the Objects;

5.27 establish or acquire subsidiary companies to carry on any taxable trade;

5.28 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;

5.29 subject to Article 6 (Limitation on private benefits), employ and pay employees and professionals or other advisors;

5.30 grant pensions and retirement benefits to employees of the Union and to their dependants and subscribe to funds or schemes for providing pensions and retirement benefits for employees of the Union and their dependants;

5.31 pay out of the funds of the Union the cost of any premium in respect of any indemnity insurance to cover the liability of the Trustees (or any of them) which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Union provided that no such insurance shall extend to:

5.31.1 any claim arising from any liability incurred by the Trustees to pay a fine imposed in criminal proceedings or a sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature (however arising);

5.31.2 any liability incurred by the Trustees in defending any criminal proceedings in which the Trustees are convicted of an offence arising out of any fraud or dishonesty, or wilful or reckless misconduct; or

5.31.3 any liability incurred by the Trustees to the Union that arises out of any conduct which the Trustees knew (or must reasonably be assumed to have
known) was not in the interests of the Union or in the case of which they
did not care whether it was in the best interests of the Union or not; and

5.32 do all such other lawful things as shall further the Union’s objects.

Limitation on private benefits

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

6.1 No part of the income and property of the Union may be paid or transferred
directly or indirectly by way of benefit to the Members of the Union and no
Trustee may receive any remuneration or other benefit in money or money’s
worth from the Union except for payment in good faith of:

6.1.1 any payments made to any Member, Trustee or Connected Person in their
capacity as a beneficiary of the Union;

6.1.2 reasonable and proper out-of-pocket expenses of the Trustees;

6.1.3 reasonable and proper remuneration to any Sabbatical Trustee for any
goods or services supplied to the Union on the instructions of the Trustees
(including services performed under a contract of employment with the
Union but excluding the service of acting as Trustee) provided that:

(a) the procedure described in Article 100 (Conflicts of Interest) is
followed in relation to any decisions regarding the remuneration of
the Sabbatical Trustees authorised by this provision; and

(b) subject to Article 6.4, this provision together with Article 6.1.4 and
Article 6.2 may not apply to more than half of the Trustees in any
financial year at any one time (and for these purposes such
provisions shall be treated as applying to a Trustee if they apply to
a person who is a Connected Person in relation to that Trustee);
and

(c) subject always to the provisions of Section 22 of the Education Act;

6.1.4 reasonable and proper remuneration to any person (not being a Trustee)
for any goods or services supplied to the Union (including services
performed under a contract of employment with the Union) provided that:

(a) if such person is a Connected Person the procedure described in
Article 100 (Conflicts of Interest) must be followed by the relevant
Trustee in relation to any decisions regarding such Connected
Person; and

(b) this provision together with Article 6.1.3 and Article 6.2 may not
apply to more than half of the Trustees in any financial year (and
for these purposes such provisions shall be treated as applying to a
Trustee if they apply to a person who is a Connected Person in
relation to that Trustee);

6.1.5 interest on money lent to the Union by any Member, Trustee or Connected
Person at a reasonable and proper rate;
6.1.6 any reasonable and proper rent for premises let by any Member, Trustee or Connected Person to the Union;

6.1.7 reasonable and proper premiums in respect of indemnity insurance effected in accordance with Article 5.31; and

6.1.8 any payments made to any Trustee, officer or auditor under the indemnity provisions set out at Article 119 (Indemnity).

6.2 No part of the income and property of any Subsidiary Company may be paid or transferred directly or indirectly by way of benefit to the Members of the Union and no Trustee may receive any remuneration or other benefit in money or money’s worth from any Subsidiary Company except for payment in good faith of:

6.2.1 any payments made to any Member, Trustee or Connected Person in their capacity as a beneficiary of the Union and/or of the Subsidiary Company;

6.2.2 reasonable and proper out of pocket expenses of the Trustees;

6.2.3 reasonable and proper remuneration to any person for any goods or services supplied to the Subsidiary Company (including services performed under a contract of employment with the Subsidiary Company) provided that:

(a) if such person is a Trustee or a Connected Person such remuneration and any changes to it must be approved by the Trustees following the procedure described in Article 100 (Conflicts of Interest) as far as the relevant Trustee is concerned; and

(b) this provision together with Articles 6.1.3 and 6.1.4 may not apply to more than half of the Trustees in any financial year (and for these purposes such provisions shall be treated as applying to a Trustee if they apply to a person who is a Connected Person in relation to that Trustee);

6.2.4 interest on money lent by any Member, Trustee or Connected Person at a reasonable and proper rate:

6.2.5 any reasonable and proper rent for premises let by any Member, Trustee or Connected Person;

6.2.6 reasonable and proper premiums in respect of indemnity insurance effected in accordance with Article 5.31; and

6.2.7 any payments made to any Trustee or officer under the indemnity provisions set out at Article 119 (Indemnity).

6.3 For any transaction authorised by Article 6, the Trustees’ duty (arising under the Companies Act 2006) to avoid a conflict of interest with the Union shall be disapplied provided the relevant provisions of Article 6 have been dealt with.

6.4 Where a vacancy arises on the Board of Trustees with the result that Articles 6.1.3 applies to more than half of the Trustees, the Union may continue to pay remuneration to its Sabbatical Trustees and any connected Persons receiving
remuneration in accordance with Article 6.1.3 provided that the Union uses all reasonable endeavours to fill the vacancy as soon as possible.

**Liability of Members**

7. The liability of the Members is limited.

8. Every Member of the Union undertakes to contribute a sum not exceeding £1 to the assets of the Union if it is wound up during his or her membership or within one year afterwards:

8.1 for payment of the debts and liabilities of the Union contracted before he or she ceased to be a Member;

8.2 for the costs, charges and expenses of winding up; and

8.3 for the adjustment of the rights of the contributories among themselves.

**Winding up**

9. If any property remains after the Union has been wound up or dissolved and all debts and liabilities have been satisfied, it shall not be paid to or distributed among the Members of the Union. It shall instead be given or transferred to some other charitable institution or institutions having similar objects to those of the Union and which is or are regarded as charitable under the law of every part of the United Kingdom or to the University of Nottingham. The institution or institutions which are to benefit shall be chosen by the Trustees of the Union at or before the time of winding up or dissolution.

**Members**

10. Until and including the Effective Date, the subscribers to the Memorandum shall be the Members of the Union. Thereafter, the Members shall be as follows:

10.1 the subscribers to the Memorandum and each and every Student of the University of Nottingham who has not opted out by notifying the University of his or her wish not to be a Member of the Union; and

10.2 the Sabbatical Officers.

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

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

12.1 automatically when he or she ceases to be a Sabbatical Officer; or

12.2 on the expiry of at least seven clear days’ notice given by him or her to the Union of his or her intention to withdraw in accordance with the Bye Laws; or

12.3 if the Disciplinary Panel passes a resolution that the Member be expelled on the ground that his or her continued membership is harmful to or is likely to become harmful to the interests of the Union. Such a resolution shall not be passed unless the Member has been given at least 21 clear days’ notice that the resolution is to be proposed, specifying the circumstances alleged to justify expulsion, and the
Member or a representative nominated by the Member has been afforded a reasonable opportunity of being heard by or of making written representations to the Disciplinary Panel. A member who is expelled in accordance with this Article shall be entitled to appeal the decision to remove him or her to the Appeals Panel within 14 days of the resolution. The selection of the members of the Appeals Panel and the Disciplinary Panel and the procedures of both of these bodies shall be as set out in the Bye Laws.

Subject to the Memorandum and these Articles, the rights, benefits, duties and responsibilities of the Members shall be set out in the Bye Laws. The Members shall also be entitled to the benefits set out in the Code of Practice.

The Union shall not levy subscriptions on Members of the Union (save that clubs and societies of the Union may levy a membership fee on their members).

The Union shall have the following types of associate membership:

15.1 Associate Members who may include former members of the University;
15.2 Temporary Associate Members;
15.3 Honorary Life Members; and
15.4 Honorary Members who shall include all members of the Ordo Caligulae.

The members listed in Article 15 above shall not be Members of the Union for the purposes of the Articles or the Companies Acts. The rights and obligations of such members, and the procedure for admitting and removing such members, shall be as set out in Article 18 below and in the Bye Laws.

In addition to or in accordance with their rights under the Companies Acts, Members shall be entitled to:

17.1 participate in democratic decision-making in accordance with the Articles and the Bye Laws;
17.2 hold any office in the Union as defined within the Bye Laws;
17.3 become members of all clubs and societies affiliated to the Union;
17.4 propose motions or business to a general meeting of the Union and to the Union Council;
17.5 be playing members of the Athletic Union;
17.6 participate in functions organised by the Union;
17.7 subject to the provisions of the Bye Laws, attend general meetings of the Union, meetings of the Union Assembly, its executive committee and standing committees;
17.8 wear official University colours.

The Associate Members referred to in Article 15 may:

18.1 participate in selected functions organised by the Union;
18.2 become members of all clubs and societies affiliated to the Union;

18.3 subject to the provisions of the Bye Laws, attend but not vote at general meetings of the Union, meetings of the Union Council, its executive committee and standing committees;

18.4 wear official University colours.

Trustees

Number of Trustees

19. There shall be not less than five Trustees. Where a vacancy arises on the Board of Trustees which results in the number of Sabbatical Trustees being more than half of the total number of Trustees, the Union may continue to pay remuneration to its Sabbatical Trustees in accordance with the provisions of Article 6.4.

Appointment of Trustees

20. Those persons notified to the Registrar of Companies as the first directors of the Union shall be the first Trustees until and including the Effective Date. Thereafter, the Trustees shall be made up of the following persons:

20.1 not more than four Sabbatical Trustees, elected in accordance with Article 21 and;

20.2 not more than four External Trustees, appointed in accordance with Article 28.

20.3 not more than four Student Trustees, appointed in accordance with Article 29.

Sabbatical Trustees

21. Up to four Sabbatical Trustees shall be elected by secret ballot by the Members of the Union at an election to be held in accordance with the Bye Laws Each Sabbatical Trustee shall be elected in that ballot to one of the posts specified in the Bye Laws.

22. The Sabbatical Trustees shall remain in office for a term of one year commencing in accordance with the Bye Laws. The term of office may be shorter or longer on a transitional basis to coincide with an alteration of the year start or end. Subject to a transitional change in the year of office, a Sabbatical Trustee may serve a maximum of two terms as a Sabbatical Trustee.

23. Each person elected as a Sabbatical Trustee must be a Member at the time of his or her election.

24. A Sabbatical Trustee shall become a Member of the Union on commencement of his or her appointment as a Sabbatical Trustee. Such membership shall cease when the Sabbatical Trustee ceases to be a Sabbatical Trustee.

25. The Sabbatical Trustees shall be deemed to be “major union office holders“ for the purposes of section 22 of the Education Act.

26. At the same time as commencing the term of office as a Trustee, the Sabbatical Trustee will enter into a contract of employment with the Union for a term to be determined by these Articles.
27. The duties and method of remuneration of each Sabbatical Trustee shall be as set out in the Bye Laws.

External Trustees

28. Up to four External Trustees shall be appointed by the Union Council upon the recommendation of the Trustees for a term of four years in accordance with the Bye Laws provided that neither a Member nor a person who has been a Member within the preceding three years may be appointed as an External Trustee. An External Trustee may serve a maximum of two terms. For the avoidance of doubt, these terms may be either consecutive or non-consecutive, and the re-appointment of a serving External Trustee shall be in accordance with the procedure described in this Article.

Student Trustees

29.1 Subject to Article 29.2 up to four Student Trustees shall be appointed by the Union Council upon the recommendation of the Trustees in accordance with the Bye Laws and Guidance Documents.

29.2 Each Student Trustee must be a Student at the time of his or her election (and shall continue to be a Student for the duration of his or her term as a Student Trustee).

29.3 Student Trustees shall remain in office for a term of two years commencing in accordance with the Bye-Laws. The term of office may be shorter or longer on a transitional basis to coincide with the alteration of the year start or end.

29.4 A Student Trustee may serve for a maximum of one term.

Disqualification, Removal or Resignation of Trustees

30. The office of a Trustee shall be vacated if:

30.1 he or she ceases to be a Trustee by virtue of any provision of the Companies Acts or he or she becomes prohibited by law from being a company director;

30.2 he or she is disqualified under the Charities Act 1993 from acting as a charity trustee;

30.3 in the case of Sabbatical Trustees and Student Trustees, he or she ceases to be a Member;

30.4 he or she becomes bankrupt or makes any arrangement or composition with his or her creditors generally;

30.5 in the case of a Sabbatical Trustee, he or she resigns as an employee of the Union;

30.6 he or she resigns by notice to the Union (but only if at least two Trustees will remain in office when the notice of resignation is to take effect);

30.7 except in the case of a Sabbatical Trustee, he or she becomes an employee of the Union;
30.8 the Trustees reasonably believe he or she is suffering from mental disorder and is incapable of acting and they resolve that he or she be removed from office;

30.9 he or she fails to attend any meetings of the Trustees held during a period of six consecutive months and in the opinion of the Trustees there are no mitigating circumstances for that failure and the Trustees therefore resolve that he or she be removed for this reason; or

30.10 he or she is removed from office in accordance with Article 31 below.

Removal of Trustees by the Union Council

31. The office of a Trustee shall be vacated if a motion of no confidence in the Trustee is passed by the Union Council in accordance with the Bye-laws.

Replacement of Trustees

32. If a Sabbatical Trustee retires, is disqualified or 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.

33. If a Sabbatical Trustee retires, is disqualified or removed from office after the commencement of the Academic Year the vacancy may be filled in accordance with the Bye Laws. Any person elected under this Article may be required to assume any other responsibilities of the Sabbatical Trustee.

34. If an External Trustee or Student Trustee resigns, is disqualified or is removed from office, an External Trustee or Student Trustee shall be appointed to the vacancy in accordance with Articles 28 and 29 as appropriate.

Powers of the Trustees

35. Subject to the Companies Acts, the Education Act, the Articles and the Bye Laws, the business of the Union shall be managed by the Trustees who may exercise all the powers of the Union. No alteration of the Articles shall invalidate any prior act of the Trustees which would have been valid if that alteration had not been made. The powers given by this Article shall not be limited by any special power given to the Trustees by the Articles and a meeting of Trustees at which a quorum is present may exercise all powers exercisable by the Trustees.

36. The Board of Trustees’ powers under Article 35 shall include but not be limited to ultimate responsibility for:

36.1 the management and administration of the Union;

36.2 the governance of the Union;

36.3 the budget of the Union; and

36.4 the strategy of the Union.

37. The Board of Trustees may only override decisions or policy made by the Members by ordinary resolution in general meeting or by Referendum or by the Union Council on the following grounds:

37.1 financial considerations;
37.2 charity or education law or other legal requirements (including ultra vires); or
37.3 the reputation or best interests of the Union.

38. The continuing Trustees or a sole continuing Trustee may act despite any vacancies in their number but while there are fewer Trustees than required for a quorum the Trustees may only act for the purpose of increasing the number of Trustees (including by arranging an election) so that there is a quorum.

39. All acts done by a person acting as a Trustee shall, even if afterwards discovered that there was a defect in his or her appointment or that he or she was 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.

40. Subject to the Articles the Trustees may regulate their proceedings as they think fit.

Delegation of Trustees' powers

41. 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.

42. The Trustees may delegate any of their powers or functions to any committee or the implementation of any of their resolutions and day to day management of the affairs of the Union to any person or committee in accordance with the conditions set out in these Articles.

Delegation to committees

43. In the case of delegation to committees:

43.1 the resolution making that delegation shall specify those who shall serve or be asked to serve on such committee (although the resolution may allow the committee to make co-options up to a specified number);

43.2 subject to Article 44, the composition of any such committee shall be entirely in the discretion of the Trustees and may comprise such of their number (if any) as the resolution may specify;

43.3 the deliberations of any such committee shall be reported regularly to the Trustees and any resolution passed or decision taken by any such committee shall be reported promptly to the Trustees and for that purpose every committee shall appoint a secretary;

43.4 all delegations under this Article shall be variable or revocable at any time;

43.5 the Trustees may make such terms of reference and impose such terms and conditions and give such mandates to any such committee as they may from time to time think fit; and

43.6 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.

44. For the avoidance of doubt, the Trustees may delegate all financial matters to any committee provided that such committee shall comprise at least two Trustees.
The Trustees may empower such committee to resolve upon the operation of any bank account according to such mandate as it shall think fit.

45. The meetings and proceedings of any committee shall be governed by the Articles regulating the meetings and proceedings of the Trustees so far as applicable and not superseded by any regulations made by the Trustees.

**Delegation of day to day management powers**

46. In the case of delegation of the day to day management of the Union to a Chief Executive or other manager or managers:

46.1 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;

46.2 the Trustees shall provide the manager with a description of his or her role and the extent of his or her authority; and

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

**Bye Laws**

47. The Board of Trustees and the Union Council shall have the power from time to time to jointly make, repeal or alter Bye Laws as to the management and working practices of the Union provided that such Bye Laws shall not be inconsistent with the Companies Acts or the Articles. The matters regulated by the Bye Laws may include, but are not limited to:

47.1 The admission of members of the Union and the rights and privileges of such members, and the entrance fees, subscriptions and other fees or payments to be made by members;

47.2 The conduct of members of the Union in relation to one another, and to the Union’s employees and volunteers;

47.3 The setting aside of the whole or any part or parts of the Union’s premises at any particular time or times or for any particular purpose or purposes;

47.4 The procedure at general meetings and meetings of the Trustees in so far as such procedure is not regulated by the Act or by these Articles;

47.5 Generally, all such matters as are commonly the subject matter of company rules.

**Members’ Meetings**

48. Articles 49 to 76 shall apply to Members’ meetings.

**Annual Members’ Meeting**

49. The Union shall hold an annual Members’ meeting once in each Academic Year in accordance with the Bye Laws. The first annual Members’ meeting shall be held no later than 18 months after the date of incorporation of the Union and not more
than 15 months shall pass between the date of one annual Members’ meeting and the next. The annual Members’ meeting shall be held at such time and place as the Trustees shall think suitable to allow the maximum number of Members to attend. Any annual Members’ meeting held under this Article shall not be a general meeting of the Union for the purposes of the Companies Acts but shall be called and held in accordance with the procedures set out in the Bye Laws.

General meetings

50. The Trustees may call a general meeting at any time. The Trustees shall call a general meeting on receiving:

50.1 a petition to that effect, signed by at least 1500 Members or 5% of all Members having the right to attend and vote at general meetings (whichever is lower); or

50.2 a requisition to that effect from the Union Council provided such requisition has been approved by a two thirds vote of the Union Council.

Length of notice

51. All general meetings shall be called by either:

51.1 at least 14 clear days’ notice; or

51.2 shorter notice if it is so agreed by a majority of the Members having a right to attend and vote at that meeting. Any such majority shall together represent at least 90% of the total voting rights at that meeting of all the Members.

Contents of notice

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

Service of notice

53. Notice of general meetings shall be given to every Member, Associate Member to the Trustees, to any patron(s) and to the auditors of the Union.

Manner of serving notice

54. Notice of general meetings shall be served in accordance with Articles 114 to 118.

Quorum

55. No business shall be transacted at any general meeting unless a quorum is present. The quorum shall be 500 (five hundred) persons entitled to vote upon the business to be transacted, each being a Member or a proxy for a member.

56. If a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Trustees may
determine and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting those present and entitled to vote shall be a quorum.

**Attendance**

57. A Trustee may, even if not a Member, attend and speak at any general meeting.

**Chair**

58. The Chair of the Trustees or in his or her absence the Vice-Chair of the Trustees shall preside as chair of every general meeting. If neither the Chair nor the Vice-Chair is present within fifteen minutes after the time appointed for holding the meeting and willing to act, the Trustees present shall elect one of their number to be chair and, if there is only one Trustee present and willing to act, he or she shall be chair. If no Trustee is willing to act as chair, or if no Trustee is present within fifteen minutes after the time appointed for holding the meeting, the Members present and entitled to vote shall choose one of their number to be chair save that a proxy holder who is not a Member entitled to vote shall not be entitled to be appointed chair.

**Adjournment**

59. The chair may, with the consent of a general meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a general meeting is adjourned for 14 days or more, at least seven clear days’ notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.

**Poll**

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

60.1 by the chair; or

60.2 by at least ten Members present in person or by proxy and having the right to vote at the meeting; or

60.3 by any person who, by virtue of being appointed proxy for one or more Members having the right to vote at the meeting, holds ten or more votes; or

60.4 by a Member or Members present in person or by proxy representing at least one-tenth of the total voting rights of all the Members having the right to vote at the meeting.

61. Unless a poll is duly demanded a declaration by the chair that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
62. The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chair and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.

63. A poll shall be taken as the chair directs and he or she may appoint scrutineers (who need not be Members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

64. A poll demanded on the election of the chair or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the chair directs not being more than 30 days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.

65. No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days’ notice shall be given specifying the time and place at which the poll is to be taken.

Votes

66. On a show of hands every person present and entitled to vote shall have a maximum of one vote. On a poll every Member present in person or by proxy shall have one vote.

67. In the case of an equality of votes, whether on a show of hands or on a poll, the chair shall not be entitled to a casting vote in addition to any other vote he or she may have.

68. No Member may vote on any matter in which he or she has a Personal Interest, or debate on such a matter without in either case the permission of the majority of the Members present in person or by proxy at the meeting, such permission to be given or withheld without discussion.

69. A Member in respect of whom an order has been made by any court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder may vote, whether on a show of hands or on a poll, by his or her receiver, curator bonis or other person authorised in that behalf appointed by that court and any such receiver, curator bonis or other person may, on a poll, vote by proxy. Evidence to the satisfaction of the Trustees of the authority of the person claiming to exercise the right to vote shall be deposited at the registered office of the Union, or at such other place as is specified in accordance with the Articles for the deposit of instruments of proxy, at least 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in default the right to vote shall not be exercisable.

70. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chair whose decision shall be final and binding.
Proxies

71. The appointment of a proxy shall be in the following form (or in form as near thereto as circumstances allow or in any other form which is usual or which the Trustees may approve):

“The University of Nottingham Students’ Union

[Name of Member appointing the proxy]:

Address:

I/We hereby appoint [name of proxy] of [address of proxy] as my/our proxy to vote in my/our name(s) and on my/our behalf at the meeting of the Union to be held on [date], and at any adjournment thereof.

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

Resolution No 1 *for *against *abstain *as the proxy thinks fit

Resolution No 2 *for *against *abstain *as the proxy thinks fit

All other *for *against *abstain *as the proxy thinks fit

properly put to the

meeting

*Strike out whichever is not desired.

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

Signed: ...........................................

Dated: ............................................

72. Unless the appointment of a proxy indicates otherwise, it must be treated as:

72.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and

72.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

73. The appointment of a proxy and any authority under which it is executed or a copy of such authority in some way approved by the Trustees may:

73.1 in the case of an instrument in writing be deposited at the registered office of the Union or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Union in relation to the meeting at least 48 Hours before the time for holding the
meeting or adjourned meeting at which the person named in the instrument proposes to vote; or

73.2 in the case of an appointment sent by electronic means, where an address has been specified for the purpose of receiving documents or information by electronic means:

73.2.1 in the notice convening the meeting; or

73.2.2 in any instrument of proxy sent out by the Union in relation to the meeting; or

73.2.3 in any invitation to appoint a proxy issued by the Union in relation to the meeting which is sent by electronic means; be received at such address not less than 48 Hours before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote;

73.3 in the case of a poll taken more than 48 Hours after it is demanded, be deposited or received as aforesaid after the poll has been demanded and at least 24 Hours before the time appointed for the taking of the poll; or

73.4 where the poll is not taken forthwith but is taken not more than 48 Hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chair or to the Secretary (if any) or to any Trustee

73.5 and an appointment of proxy which is not deposited, delivered or received in a manner so permitted shall be invalid.

74. A proxy for a Member who is entered on the register of Members as being a representative of an unincorporated association or body may be appointed either by the Member or by the unincorporated association or body.

75. A vote given or poll demanded by proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous termination of the authority of the person voting or demanding a poll unless notice of the termination was received by the Union at the registered office of the Union or at such other place at which the appointment of the proxy was sent by electronic means, at the address at which such appointment was duly received, before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

76. An appointment of a proxy may be revoked by delivering to the Union a notice given by or on behalf of the person by whom or on whose behalf the proxy notice was given. A notice revoking the appointment of a proxy only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates. Attendance by a Member in person at a meeting automatically revokes any appointment by that Member of a proxy.

Written resolutions

77. Subject to Article 79, a written resolution of the Union passed in accordance with these Articles 77 to 83 shall have effect as if passed by the Union in general meeting.
77.1 A written resolution is passed as an ordinary resolution if it is passed by a simple majority of the total voting rights of eligible Members.

77.2 A written resolution is passed as a special resolution if it is passed by Members representing not less than 75% of the total voting rights of eligible Members. A written resolution is not a special resolution unless it states that it was proposed as special resolution.

78. In relation to a resolution proposed as a written resolution of the Union the eligible Members are the Members who would have been entitled to vote on the resolution on the circulation date of the resolution.

79. A Members’ resolution under the Companies Acts removing a Trustee or an auditor before the expiration of his or her term of office may not be passed as a written resolution.

80. A copy of the written resolution must be sent to every Member together with a statement informing the Member how to signify their agreement to the resolution and the date by which the resolution must be passed if it is not to lapse. Communications in relation to written resolutions shall be sent to the Union’s auditors in accordance with the Companies Acts.

81. A Member signifies their agreement to a proposed written resolution when the Union receives from him or her an authenticated document identifying the resolution to which it relates and indicating his or her agreement to the resolution provided that:

81.1 if the document is sent to the Union in hard copy form, it is authenticated if it bears the Member’s signature; and

81.2 if the document is sent to the Union by electronic means, it is authenticated if the identity of the Member is confirmed in a manner specified by the Trustees.

82. A written resolution is passed when the required majority of eligible Members have signified their agreement to it.

83. A proposed written resolution lapses if it is not passed within 28 days beginning with the circulation date.

Trustees’ meetings

84. Articles 85 to 105 shall apply to Trustees’ meetings. Meetings of the Board of Trustees shall be in private, and shall not be attended by observers.

85. No Trustee may appoint an alternate trustee to or any one else to represent him or her at any Trustees’ meetings.

Notice

86. Two Trustees may (and the Secretary, if any, shall at the request of two Trustees) call a Trustees’ meeting.

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

87.1 all the Trustees agree; or
87.2 urgent circumstances require shorter notice.

88. Notice of Trustees’ meetings shall be given to each Trustee.

89. Every notice calling a Trustees’ meeting shall specify the place, day and time of the meeting and the general particulars of all business to be considered at such meeting.

90. Notice of Trustees’ meetings shall be given in accordance with Articles 114 to 118.

Quorum

91. The quorum for Trustees’ meetings until and including the Effective Date shall be two. Thereafter, the quorum for Trustees’ meeting shall be five or one half of the total number of Trustees plus one (whichever is greater) and such quorum must include at least two Sabbatical Trustees. In cases where all the Sabbatical Trustees have a conflict of interest, the quorum shall be two External Trustees.

Chair and Vice-Chair

92. The Chair of the Board of Trustees shall be a Sabbatical Trustee as set out in the Bye Laws. The Chair may be removed from the office of Chair at any time by a two thirds majority vote of the Trustees.

93. The Vice-Chair of the Trustees shall be one of the External Trustees, appointed annually by a simple majority vote of the Trustees. The Vice-Chair may be removed from the office of Vice-Chair at any time by a two thirds majority vote of the Trustees.

94. In the absence of the Chair and the Vice-Chair another Sabbatical Trustee nominated by the Trustees present shall preside as chair of the meeting.

Decision making by Trustees at meetings

95. Questions arising at a Trustees’ meeting shall be decided by a majority of votes. In the case of an equality of votes, the chair shall be entitled to a casting vote in addition to any other vote he or she may have.

Virtual meetings

96. A Trustees’ meeting may be held by telephone or using any televisual or other electronic or virtual method agreed by resolution of the Trustees in which all participants may communicate simultaneously with all other participants.

Decisions without a meeting

97. The Trustees may take a unanimous decision without a Trustees’ meeting by indicating to each other by any means, including without limitation by electronic means, that they share a common view on a matter. Such a decision may, but need not, take the form of a resolution in writing, copies of which have been signed by each Trustee or to which each Trustee has otherwise indicated agreement in writing.
98. A decision which is made in accordance with Article 97 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:

98.1 approval from each Trustee must be received by one person being either such person as all the Trustees shall 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;

98.2 following receipt of response from all of the Trustees, the Recipient shall communicate to all of the Trustees by any means whether the resolution has been formally approved by the Trustees in accordance with this Article;

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

98.4 the Recipient prepares a minute of the decision in accordance with Article 111.

Conflicts of interest

99. Whenever a Trustee finds himself or herself in a situation that is reasonably likely to give rise to a Conflict of Interest, he or she must declare his or her interest to the Trustees unless, or except to the extent that, the other Trustees are or ought reasonably to be aware of it already.

100. Whenever a matter is to be discussed at a meeting or decided in accordance with Article 97 and a Trustee has a Conflict of Interest in respect of that matter then, subject to Article 102, he or she must:

100.1 remain only for such part of the meeting as in the view of the other Trustees is necessary to inform the debate;

100.2 not be counted in the quorum for that part of the meeting; and

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

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

Trustees’ power to authorise a conflict of interest

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

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

102.2 the manner in which a Conflict of Interest arising out of any Trustee's office, employment or position may be dealt with and, for the avoidance of doubt, they can decide that the Trustee with a Conflict of Interest can participate in a vote on the matter and can be counted in the quorum provided that when deciding to give such authorisation the provisions of Article 100 shall be complied with and provided that nothing in this Article 102 shall have the effect of allowing the Trustees to authorise a benefit that is not permitted in accordance with the Articles.
103. If a matter, or office, employment or position, has been authorised by the Trustees in accordance with Article 102 then, even if he or she has been authorised to remain at the meeting by the others, the Trustee may absent himself or herself from meetings of the Trustees at which anything relating to that matter, or that office, employment or position, will or may be discussed.

104. A Trustee shall not be accountable to the Union for any benefit which he or she derives from any matter, or from any office, employment or position, which has been authorised by the Trustees in accordance with Article 102 (subject to any limits or conditions to which such approval was subject).

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

Register of Trustees’ interests

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

Irregularities

107. The proceedings at any meeting or on the taking of any poll or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice unless a provision of the Companies Acts specifies that such informality, irregularity or want of qualification shall invalidate it.

Union Council

108. The Union Council shall:

108.1 represent the voice of the Students;

108.2 subject to Article 37, set the policy of the Union and refer policy to Referenda (in accordance with the Bye Laws);

108.3 have the authority together with the Board of Trustees to make, repeal or alter Bye Laws in accordance with Article 47;

108.4 receive and approve reports from the Trustees;

108.5 hold the Trustees, Union Officers and Standing Committees to account and pass motions of censure or no confidence in accordance with the Bye Laws;

108.6 establish, maintain, regulate or remove the Clubs and Societies, Associated Bodies and Organisational structures;

108.7 review and approve affiliations of the Union in accordance with the Education Act; and
108.8 conduct such other affairs as may be jointly agreed with the Board of Trustees.

109. The composition and proceedings of the Union Council shall be as set out in the Bye Laws.

**General**

**Secretary**

110. 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:

110.1 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

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

**Minutes**

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

111.1 of all appointments of officers made by the Trustees;

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

111.3 of all proceedings at meetings of the Union and of the Trustees, and of committees of Trustees, including the names of the Trustees present at each such meeting, the decisions made at such meeting and, where appropriate, the reasoning behind such decisions;

and any such minute, if purported to be signed (or in the case of minutes of Trustees’ meetings signed or authenticated) by the chair of the meeting at which the proceedings were had, or by the chair of the next succeeding meeting, shall, as against any Member or Trustee of the Union, be sufficient evidence of the proceedings. The minutes must be kept for at least ten years from the date of the meeting, resolution or decision.

**Records and accounts**

112. The Trustees shall comply with the requirements of the Companies Acts and of the Charities Act 1993 as to maintaining a Members’ register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commission of:

112.1 annual reports;

112.2 annual returns;

112.3 annual statements of account.

113. The University shall have the right to inspect any of the documents referred to in Article 112 upon reasonable request.
Communications by and to the Union

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

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

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

114.3 a document or information (including any notice) may only be given, sent or supplied by being made available on a website if the recipient has agreed (generally or specifically) that the document or information may be sent or supplied in that manner, or if the recipient is deemed to have so agreed in accordance with the Companies Acts.

115. Any document or information (including any notice) sent to a Member under the Articles may be sent to the Member’s postal address as shown in the Union’s register of Members or (in the case of documents or information sent by electronic means) to an address specified for the purpose by the Member, provided that:

115.1 a Member whose registered address is not within the United Kingdom and who gives to the Union an address within the United Kingdom at which notices may be given to him or her, or an address to which notices may be sent by electronic means, shall be entitled to have notices given to him at that address, but otherwise no such Member shall be entitled to receive any notice from the Union; and

115.2 the Union is not required to send notice of a general meeting or a copy of its annual report and accounts to a Member for whom it no longer has a valid address.

116. Any document to be served on the Union or on any officer of the Union under the Articles may only be served:

116.1 in the case of documents in hard copy form, by sending or delivering them to the Union’s registered office or delivering them personally to the officer in question; or

116.2 in the case of documents in electronic form, by sending them by electronic means:

116.2.1 to an address notified to the Members for that purpose; and

116.2.2 from an address previously notified to the Union by the Member for the purpose of sending and receiving documents and information.

116.3 A Member present in person or by proxy at any meeting of the Union shall be deemed to have received notice of the meeting and, where requisite, of the purpose for which it was called.
117. Where a document or information is sent or supplied under the Articles:

117.1 by post, service or delivery shall be deemed to be effected at the expiration of 48 hours after the envelope containing it was posted. In proving such service or delivery it shall be sufficient to prove that such envelope was properly addressed and posted.

117.2 by electronic means to an address specified for the purpose by the intended recipient, service or delivery shall be deemed to be effected on the same day on which it is sent or supplied. In proving such service it shall be sufficient to prove that it was properly addressed.

117.3 by means of a website, service or delivery shall be deemed to be effected when:

   117.3.1 the material is first made available on the website; or

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

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

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

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

118.3 The date of service or delivery of the documents or information shall be the date on which the original electronic communication was sent, notwithstanding the subsequent sending of hard copies.

Indemnity

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

Trustees’ indemnity insurance

120. The Trustees shall have power to resolve pursuant to Article 5.31 to effect Trustees’ indemnity insurance, despite their interest in such policy.
Exclusion of Model Articles

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

122. Subject to Article 123, any reference in these Articles to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it.

123. Unless the context otherwise requires, words or expressions contained in the Articles bear the same meaning as in the Companies Act 2006 as in force on the date when these Articles became binding on the Union.
## Defined Terms

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

<table>
<thead>
<tr>
<th>Term</th>
<th>Meaning</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1 “Academic Year”</td>
<td>the period between 1 August in one year and 31 July in the next year or such other period as may be determined by the University of Nottingham as the period during which Students are required to be registered with the University of Nottingham. Each Academic Year is for the time being divided into two semesters</td>
</tr>
<tr>
<td>1.2 “address”</td>
<td>includes a number or address used for the purposes of sending or receiving documents by electronic means</td>
</tr>
<tr>
<td>1.3 “Appeals Panel”</td>
<td>the appeals panel of the Union as defined in the Bye Laws</td>
</tr>
<tr>
<td>1.4 “Articles”</td>
<td>these Articles of Association of the Union</td>
</tr>
<tr>
<td>1.5 “Associated Bodies”</td>
<td>shall have the meaning ascribed to them in the Bye Laws</td>
</tr>
<tr>
<td>1.6 “Bye Laws”</td>
<td>the Bye Laws setting out the working practices of the Union made from time to time in accordance with Article 47</td>
</tr>
<tr>
<td>1.7 “Chair”</td>
<td>the chair of the board of Trustees, who shall be the President</td>
</tr>
<tr>
<td>1.8 “Chief Executive”</td>
<td>the Chief Executive of the Union who is appointed by the Board of Trustees</td>
</tr>
<tr>
<td>1.9 “circulation date”</td>
<td>in relation to a written resolution, has the meaning given to it in the Companies Acts</td>
</tr>
<tr>
<td>1.10 “clear days”</td>
<td>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</td>
</tr>
<tr>
<td>1.11 “Clubs and Societies”</td>
<td>shall have the meaning ascribed to them in the Bye Laws</td>
</tr>
<tr>
<td>1.12 “Code of Practice”</td>
<td>the code of practice relating to the University of Nottingham’s obligations under section 22 of the Education Act</td>
</tr>
<tr>
<td>1.13 “Companies Acts”</td>
<td>has the meaning given to it in section 2 of the Companies Act 2006</td>
</tr>
</tbody>
</table>
1.14 “Conflict of Interest” any direct or indirect interest of a Trustee (whether personal, by virtue of a duty of loyalty to another organisation or otherwise) that conflicts, or might conflict with the interests of the Union

1.15 “Connected Person” any person falling within one of the following categories and where payment to that person might result in the Trustee obtaining benefit: (a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a Trustee; or (b) the spouse or civil partner of any person in (a); or (c) any other person in a relationship with a Trustee which may reasonably be regarded as equivalent to such a relationship; or (d) any company or LLP or firm of which a Trustee is a paid director, Member, partner or employee, or shareholder holding more than 1% of the capital

1.16 “Disciplinary Panel” the disciplinary panel of the Union as defined in the Bye Laws

1.17 “Education Act” the Education Act 1994

1.18 “Effective Date” the date on which the undertaking previously carried on by the unincorporated charity known as the University of Nottingham Students’ Union is transferred to the Union

1.19 “electronic form” and “electronic means” have the meanings respectively given to them in the Companies Act 2006

1.20 “External Trustee” a Trustee appointed in accordance with Article 28

1.21 “financial expert” an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000

1.22 “Guidance Documents” subject and subservient to the bye laws, the guidelines setting out the working practices of the Union

1.23 “hard copy” and “hard copy form” have the meanings respectively given to them in the Companies Act 2006

1.24 “Hour” any full period of an hour but not including any part of a day that is a Saturday Sunday or Bank Holiday in England

1.25 “Members” members of the Union being students of the University of Nottingham as further defined in Article 10, the Sabbatical Trustees and the Sabbatical Officers

1.26 “Memorandum” the Memorandum of Association of the Union
1.27 “Organisational Structures” shall have the meaning ascribed to them in the Bye Laws

1.28 “Personal Interest” a financial interest or an interest that does not arise in the ordinary course of being a Member or a Trustee (for example, being a member of a club or society)

1.29 “President” the president of the Union as elected by the Members in accordance with the Bye Laws

1.30 “RAG” the raise and give society known as “Karnival” which develops Students by providing them with an opportunity to raise funds for charitable causes

1.31 “Referendum” a ballot in which all Members of the Union are entitled to cast a vote, the protocol for which is set out in the Bye Laws

1.32 “Sabbatical Officer” a member of the Union elected to be a full-time officer of the Union (in accordance with the Bye Laws), who is required to enter into a contract of employment with the Union and to either (a) take leave of absence from his or her studies at the University during his or her term in office; or (b) serve in office immediately after finishing his or her course of studies at the University

1.33 “Sabbatical Trustee” a Trustee elected in accordance with Article 21

1.34 “Secretary” the secretary of the Union (if any)

1.35 “Secure Petition” a written request to the Union which shall be fixed in a pre-arranged place or places or held securely online

1.36 “Standing Committees” the Standing Committees of the Union as defined in the Bye Laws

1.37 “Student” any individual who has been awarded student status (whether full-time or part-time) by the University of Nottingham

1.38 “Student Trustee” a Trustee elected in accordance with Article 29 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

1.39 “Subsidiary Company” 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

1.40 “Trustee” and “Trustees” the director and directors of the Union as defined in the Companies Acts
1.41 “Union” the University of Nottingham Students’ Union

1.42 “Union Council” the Student body elected by and from the Members in accordance with the Articles and Bye Laws

1.43 “University of Nottingham” and “University” the University of Nottingham founded by the grant of a Royal Charter on 20 August 1948

1.44 “Vice-Chair” the vice-chair of the board of Trustees appointed in accordance with Article 93