Articles of Association

of

UNION OF UEA STUDENTS LIMITED

Company Number: 09664303

Registered Charity Number: 1162866

The Companies Act 2006

Company Limited by Guarantee and not having a Share Capital

Background

(A) This is the governing document of the Union of UEA Students Limited (known as the "**Union**" in this document).

(B) The Union is a charity (as defined in the Charities Act 2011) and also a students' union (as defined in the Education Act 1994).

(C) These Articles have been structured to put the Student Members at the democratic heart of decision-making and the setting of Policy; while affording a reasonable margin of discretion to the Trustees to discharge their duties under charity law – to ensure that the SU is run prudently and effectively.

(D) The Union will seek at all times to ensure that the diversity of its Student Membership is recognised, and that equal access is available to all Students of whatever origin or orientation. It will pursue its aims and objectives independently of any political party or religious group; and will pursue equal opportunities by taking positive action within the law to facilitate participation of groups discriminated against by society.

(E) Under the Education Act 1994, the University of East Anglia has a statutory duty to ensure that the Union operates in a fair and democratic manner and is held to proper account for its finances. The Union therefore works alongside the University of East Anglia in ensuring that the affairs of the Union are properly conducted and that the educational and welfare needs of the Students are met.

Articles of Association of Union of UEA Students Limited

PART I – CHARITABLE STATUS AND CAPACITY

OBJECTS AND POWERS

1. **Objects**

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

1.1 promoting the interests and welfare of Students at the University of East Anglia during their course of study and representing, supporting and advising Students;

1.2 being the recognised representative channel between Students and the University of East Anglia and any other external bodies; and

1.3 providing social, cultural, sporting and recreational activities and forums for discussions and debate for the personal development of its Students.

2. **Powers**

To further its objects, but not to further any other purpose, the Union may: alone or with other organisations:

2.1 provide services and facilities for Members;

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

2.3 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;

2.4 carry out campaigning activities**;**

2.5 seek to influence public opinion;

2.6 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;

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

2.8 promote, initiate, develop or carry out education and training and arrange, provide or assist with exhibitions, lectures, meetings, seminars, displays or classes;

2.9 promote, encourage, carry out or commission research, surveys, studies or other work and publish the useful results;

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

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

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

2.13 support, set up or amalgamate with other charities with objects identical or similar to the Union's objects, and act as or appoint trustees, agents, nominees or delegates to control and manage such charities (including without limitation to act as trustee of any charitable trust of permanent endowment property held for any of the charitable purposes included in the Union's objects);

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

2.15 pay out of the funds of the Union the costs of forming and registering the Union;

2.16 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;

2.17 borrow and raise money on such terms and security as the Union may think suitable including for the purposes of investment or of raising funds (but only in accordance with the restrictions imposed by the Charities Act 2011);

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

2.19 sell, manage, lease, mortgage, exchange, dispose of or deal with all or any of its property (but only in accordance with the restrictions imposed by the Charities Act 2011);

2.20 make grants or loans of money and give guarantees;

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

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

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

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

2.23.2 every transaction is reported promptly to the Trustees;

2.23.3 the performance of the investment is reviewed regularly by the Trustees;

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

2.23.5 the investment policy and the delegation arrangements are reviewed at least once a year;

2.23.6 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

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

2.24 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;

2.25 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;

2.26 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;

2.27 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;

2.28 establish or acquire subsidiary companies to carry on any trade (including any taxable trade);

2.29 subject to Article 3 (Limitation on private benefits), employ and pay employees and professionals or other advisors;

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

2.31 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 including without limitation any liability to make a contribution to the Union's assets as specified in section 214 of the Insolvency Act 1986 (wrongful trading) provided that no such insurance shall extend to:

2.31.1 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 noncompliance with any requirement of a regulatory nature (however arising);

2.31.2 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 willful or reckless misconduct; or

2.31.3 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

2.31.4 in relation to any liability to make a contribution to the Union's assets as specified in section 214 of the Insolvency Act 1986, any liability to make such a contribution where

the basis of the Trustee's liability is their knowledge prior to the insolvent liquidation of the Union (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Union would avoid going into insolvent liquidation; and

2.32 do all such other lawful things as shall further the Union's objects.

LIMITATION ON PRIVATE BENEFIT

3. **Limitation on private benefit**

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

3.1 Except as provided below no part of the income and property of the Union may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any Member of the Union. This shall not prevent any payment in good faith by the Union of:

3.1.1 any payments made to any Member in their capacity as a beneficiary of the Union;

3.1.2 reasonable and proper remuneration to any Member for any goods or services supplied to the Union provided that if such Member is a Trustee Article 3.2 shall apply;

3.1.3 interest on money lent by any Member to the Union at a reasonable and proper rate; and

3.1.4 any reasonable and proper rent for premises let by any Member to the Union.

3.2 Except as provided below no Trustee may sell goods, services or any interest in land to the Union; be employed by, or receive any remuneration from, the Union; or receive any other financial benefit from the Union. This shall not prevent any payment in good faith by the Union of:

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

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

3.2.3 for the avoidance of doubt,

(a) the authorisation under this provision shall extend to the remuneration of Sabbatical Officers and Connected Persons under contracts of employment with the Union;

(b) subject to Article 3.2, the authorisation under this provision shall not extend to the service of acting as Trustee;

(c) if the person being remunerated is a Trustee the procedure described in Article 19 (Conflicts of Interest) must be followed in considering the appointment of the Trustee and in relation to any other decisions regarding the remuneration authorised by this provision;

(d) if the person being remunerated is a Connected Person the procedure described in Article 19 (Conflicts of Interest) must be followed by the relevant Trustee in relation to any decisions regarding such Connected Person;

(e) subject to Article 4.2, this provision may not apply to more than half of the Trustees in any financial year (and for these purposes such provision shall be treated as applying to a Trustee if it applies to a person who is a Connected Person in relation to that Trustee); and

(f) at all times the provisions of the Education Act are complied with;

3.2.4 interest on money lent by any Trustee or Connected Person to the Union at a reasonable and proper rate;

3.2.5 any reasonable and proper rent for premises let by any Trustee or Connected Person to the Union;

3.2.6 reasonable and proper premiums in respect of indemnity insurance effected in accordance with Article 2.31;

3.2.7 any payments made to any Trustee or officer under the indemnity provisions set out at Article 6; and

3.2.8 any payments authorised in writing by the Charity Commission.

4. **Subsidiary Companies**

4.1 A Trustee may receive the following benefits from any Subsidiary Company:

4.1.1 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;

4.1.2 a Trustee or a person who is Connected with a Trustee may be reimbursed by any Subsidiary Company for, or may pay out of any Subsidiary Company's property, reasonable expenses properly incurred by them when acting on behalf of any Subsidiary Company;

4.1.3 a Trustee or a person who is Connected with a Trustee may be paid reasonable and proper remuneration by any Subsidiary Company for any goods or services supplied to any Subsidiary Company, with the prior approval of the Trustees, (including services performed under a contract of employment with any Subsidiary Company or otherwise) provided that this provision and Article 3.2.3 may not apply to more than half of the Trustees in any financial year (and for these purposes this provision shall be treated as applying to a Trustee if it applies to a person who is Connected with that Trustee);

4.1.4 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;

4.1.5 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;

4.1.6 any Subsidiary Company may pay reasonable and proper premiums in respect of indemnity insurance for its directors and officers; and

4.1.7 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 Article 4.1.3, 4.1.4 or 4.1.5.

4.1.8 For any transaction authorised by Article 3.2 or 4, 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 3.2 or Article 4 have been complied with.

4.2 Where a vacancy arises on the Board of Trustees with the result that Article 3.2.3 applies to more than half of the Trustees, the Union may continue to pay remuneration to its Sabbatical Officers and any Connected Persons receiving remuneration in accordance with Article 3.2 provided that the Union uses all reasonable endeavours to fill the vacancy as soon as possible.

LIMITATION OF LIABILITY AND INDEMNITY

5. **Liability of Company Law Members**

The liability of Company Law Members is limited. Each Company Law Member agrees, if the Union is wound up while they are a Company Law Member (or within one year after they cease to be a Company Law Member), to pay up to £1 towards:

5.1 payment of the Union's debts and liabilities contracted before they ceased to be a Company Law Member;

5.2 payment of the costs, charges and expenses of winding up; and

5.3 adjustment of the rights of the contributors among themselves.

6. **Indemnity**

6.1 Without prejudice to any indemnity to which a Trustee may otherwise be entitled, every Trustee shall and every other officer or auditor of the Union may be indemnified out of the assets of the Union against any liability incurred by him or her in defending any proceedings, whether civil or criminal, in which judgment is given in their favour or in which they are acquitted or in connection with any application in which relief is granted to him or her by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Union, and against all costs, charges, losses, expenses or liabilities incurred by him or her in the execution and discharge of their duties or in relation thereto.

DISSOLUTION

7. **Dissolution**

7.1 If any property remains after the Union has been wound up or dissolved and all debts and liabilities have been satisfied, it shall not be paid to or distributed among the Members of the Union. It shall instead be given or transferred to some other charitable institution or institutions having similar objects to those of the Union and which prohibits the distribution of its or their income and property among its or their members to an extent at least as great as these Articles impose upon the Union. The institution or institutions which are to benefit shall be chosen by the Trustees of the Union at or before the time of winding up or dissolution.

PART II – Membership and Democracy

8. **Student Voice**

8.1 There is a process known as "Student Voice" by which Student Members of the Union express democratic views by:

8.1.1 Voting on matters of Policy; and

8.1.2 Engaging in elections of Sabbatical Officers and other roles in accordance with these Articles and Bye-laws.

8.2 Student Voice procedures under this Article 8 may include conferences, referendums and other events (including virtual or online events) and shall be conducted in accordance with a timetable and process set out in the Bye-laws. The arrangements shall satisfy the requirements of the Education Act 1994.

8.3 For the purposes of these Articles, the Student Members of the Union are all Students who have not ceased to be Student Members under Article 8.4, and the Sabbatical Officers.

8.4 A person ceases to be a Student Member of the Union if they:

8.4.1 Notify the University of East Anglia or the Union of their wish to opt out of Student Membership (with effect from any date specified in that notice);

8.4.2 Cease to be either a Student or Sabbatical Officer (as applicable); or

8.4.3 Other than the Sabbatical Officers, are removed from Student Membership in accordance with a policy approved by the Trustees.

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

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

9. **Company Law Members**

9.1 The Company Law Members of the Union shall be the Trustees from time to time.

9.2 The Company Law Members shall be entered in the register of members.

9.3 The Company Law Members may pass ordinary or special resolutions in a general meeting or by written resolution in accordance with Schedule 1.

9.4 Company Law Membership shall not be transferable and shall cease on death. A Company Law Member shall cease to be a Company Law Member when they cease to be a Trustee.

9.5 The Trustees may establish one or more categories of associate membership. Associate members are not Company Law Members of the Union for the purposes of the Articles or the Companies Acts but may have such rights and obligations (and may be liable for any such subscriptions) as the Trustees decide from time to time. The Trustees may admit and remove any associate members in accordance with any rules that they make.

PART III – Trustees and Sabbatical Officers

ROLE OF THE OFFICERS

10. SABBATICAL OFFICERS

10.1 In an Academic Year (and subject to any vacancies) the Union has up to five Sabbatical Officers as defined in the bye-laws.

10.2 In a particular Academic Year, the Sabbatical Officers are those who:

10.2.1 Have met the Eligibility Criteria, and been elected in a Cross-Campus Ballot (a "**Sabbatical Officer Elect**"); and

10.2.2 Are serving as both a Trustee and an employee of the Union in accordance with this Article.

10.3 For the purposes of the Education Act 1994, the Sabbatical Officers (but not the other Trustees) are Major Union Office Holders.

10.4 Subject to these Articles, the Trustees will offer a Sabbatical Officer Elect employment on terms that they consider appropriate, which will cover the relevant Academic Year, and which may include such handover period thought appropriate (noting that they will not be a Sabbatical Officer outside of the Academic Year subject to any transitional provisions).

Interim appointments

10.5 The Trustees may (in consultation with Student Voice in such manner as they deem appropriate) make such lawful arrangements as they consider appropriate to deal with vacancies arising among the Sabbatical Officers, including:

10.5.1 Undertaking an appropriate process to find a replacement (as an employee or Trustee) to fill the position for the remainder of the Academic Year (noting the requirement in the Education Act 1994 for all Major Union Office Holders to be elected by Cross-Campus Ballot); or

10.5.2 Making no appointment (but making other appropriate arrangements such as increasing the mandates of the other Sabbatical Officers).

11. Part-Time Officers

The Union may appoint and remove additional individuals as Part-Time Officers, in accordance with the Bye-Laws.

THE ROLE OF THE TRUSTEES

11. Management of the Union's business

Unless the Articles provide otherwise, the Trustees are responsible for managing the Union's business, including (without limitation) the Union's governance, budget and strategy, and any steps to be taken to implement Policy. When managing the Union's business, they may exercise all the powers of the Union, and in doing so will have regard to their duties as charity trustees and the objects of the Union.

12. **Ability to delegate**

12.1 Unless the Articles provide otherwise, the Trustees may delegate:

12.1.1 any of their powers or functions to any committee; and

12.1.2 the implementation of their decisions, or the day-to-day management of the Union's affairs, to any person or committee.

12.2 The Trustees may delegate by such means; to such an extent; in relation to such matters or territories; and on such terms and conditions as they think appropriate. They may allow those to whom a responsibility has been delegated to delegate further; and may change or terminate the delegation arrangements at any time.

Delegating to a committee

12.3 When delegating to a committee, the Trustees must confirm:

12.3.1 the composition of that committee (although they may permit the committee to co-opt its own additional members, up to a specified number);

12.3.2 how the committee will report regularly to the Trustees; and

12.3.3 any other rules relating to the functioning of the committee.

12.4 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.

Delegating investment management

12.5 The Trustees may delegate the management of investments to a Financial Expert or Financial Experts provided that:

12.5.1 the investment policy is set down in writing for the Financial Expert or Financial Experts by the Trustees;

12.5.2 timely reports of all transactions are provided to the Trustees;

12.5.3 the performance of the investments is reviewed regularly with the Trustees;

12.5.4 the Trustees are entitled to cancel the delegation arrangement at any time;

12.5.5 the investment policy and the delegation arrangements are reviewed regularly;

12.5.6 all payments due to the Financial Expert or Financial Experts are on a scale or at a level which is agreed in advance; and

12.5.7 the Financial Expert or Financial Experts must not do anything outside the powers of the Trustees.

Appointing agents

12.6 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 decide.

13. **Chair**

13.1 The Trustees must appoint an External Trustee to be Chair of the Trustees and may at any time remove them from that office.

13.2 The Trustees must appoint a Sabbatical Officer to be Deputy Chair of the Trustees and may at any time remove them from that office. The role of the Deputy Chair will be to support the Chair.

13.3 The Chair or, in their absence, the Deputy Chair shall preside as Chair of a Trustees' meeting. In the absence of the Chair and the Deputy Chair, another Trustee appointed by the Trustees present shall preside.

14. **Rules**

The Trustees may from time to time make, repeal or alter such rules as they think fit as to the management of the Union and its affairs, including (without limitation) the conduct of meetings (including any arrangements for Remote Attendance); codes of conduct and the duties of officers and employees of the Union. No rule shall be inconsistent with the Companies Acts, the Education Act 1994, the Articles or Bye-laws or any rule of law.

HOW TRUSTEES MAKE DECISIONS

15. **The Trustees must take decisions collectively**

Any decision of the Trustees must be either:

15.1 a decision of a majority of the Trustees present and voting at a quorate Trustees' meeting (subject to the casting vote described in Article 17.5); or

15.2 a decision without a meeting taken in accordance with Article 18.

16. **Calling a Trustees' meeting**

16.1 The Chair or any two Trustees may call a Trustees' meeting or instruct the Secretary (if any) to do so.

16.2 A Trustees' meeting must be called by at least four Clear Days' notice unless all the Trustees agree otherwise, or urgent circumstances require shorter notice. The person scheduling the meeting must try to ensure, subject to the urgency of any matter to be discussed at the meeting, that as many Trustees as practicable are likely to be available to participate.

16.3 Notice of Trustees' meetings must be given to each Trustee by such means as the Trustees decide. Such notice does not need to be in writing, but must specify:

16.3.1 the day and time of the meeting;

16.3.2 the place where all the Trustees may physically attend the meeting (if there is to be such a place);

16.3.3 the general nature of the business to be considered at the meeting; and

16.3.4 if it is anticipated that Trustees participating in the meeting will not be in the same physical place, how it is proposed that they should communicate with each other during the meeting.

17. **Procedure for Trustees' meetings**

Quorum

17.1 The Trustees cannot conduct any business at a Trustees' meeting unless a quorum is participating. However, if the total number of Trustees for the time being is less than the quorum required, the Trustees may still act to appoint further Trustees, or call a general meeting to enable the members to do so.

17.2 The Trustees may decide the quorum from time to time, but it must never be less than:

17.2.1 Three, or one third of the total number of trustees, whichever is greater

17.2.2 The Board should aim to have at least one Student Trustee or Sabbatical Officer and at least one External Trustee present for best practise.

Virtual / hybrid meetings are acceptable

17.3 Meetings do not need to take place in one physical place. Trustees participate in (and form part of the quorum in relation to) a Trustees' meeting, or part of a Trustees' meeting, when they can contemporaneously communicate with each other by any means. 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.

Chair and casting vote

17.4 The Chair, if any, or in their absence another Trustee nominated by the Trustees present, shall preside as chair of each Trustees' meeting.

17.5 If the numbers of votes for and against a proposal at a Trustees' meeting are equal, and the chair of the meeting is eligible to vote at the meeting, they will have a casting vote in addition to any other vote they may have.

18. **Decisions without a meeting**

18.1 A decision is taken in accordance with this Article 18 when at least 75% of the Trustees indicate by any means that they share a common view on a matter.

18.2 A decision which is made in accordance with this Article 18 shall be as valid and effectual as if it had been passed at a meeting duly convened and held, provided:

18.2.1 the Chair or Deputy Chair or any other person who volunteers if necessary (the "**Facilitator**") puts the proposed decision to the Trustees and has taken reasonable steps to notify all Trustees of the proposed decision; and

18.2.2 At least 75% of the Trustees have indicated to the Facilitator that they approve the proposed decision.

18.3 Following receipt of responses from at least 75% of the Trustees, the Facilitator must communicate to all of the Trustees (by any means) whether the decision has been formally approved by the Trustees in accordance with Article 18.1.

19. **Conflicts of Interest**

19.1 Unless Articles 19.3 & 19.4 apply, a Trustee must declare the nature and extent of:

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

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

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

Participation in decision-making

19.3 If a Trustee's interest or duty cannot reasonably be regarded as likely to give rise to a conflict of interest or a conflict of duties with or in respect of the Union, they are entitled to participate in the decision-making process, to be counted in the quorum and to vote in relation to the matter. Any uncertainty about whether a Trustee's interest or duty is likely to give rise to a conflict shall be determined by a majority decision of the other Trustees taking part in the decision-making process.

19.4 If a Trustee's interest or duty gives rise (or could reasonably be regarded as likely to give rise) to a conflict of interest or a conflict of duties with or in respect of the Union, they may participate in the decision-making process and may be counted in the quorum and vote unless:

19.4.1 the decision could result in the Trustee or any person who is Connected with him or her receiving a benefit other than:

19.4.2 any benefit received in their capacity as a beneficiary of the Union (as permitted under Article 3.2.1 and which is available generally to the beneficiaries of the Union);

19.4.3 the payment of premiums in respect of indemnity insurance effected in accordance with Article 3.2.1;

19.4.4 payment under the indemnity set out at Article 3.2.7; and

19.4.5 reimbursement of expenses in accordance with Article 3.2.2; or

19.4.6 a majority of the other Trustees participating in the decision-making process decide to the contrary; in which case they must comply with Article 19.5.

19.5 If a Trustee with a conflict of interest or conflict of duties is required to comply with this Article, they must:

19.5.1 take part in the decision-making process only to such extent as in the view of the other Trustees is necessary to inform the debate;

19.5.2 not be counted in the quorum for that part of the process; and

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

Continuing duties to the Union

19.6 Where a Trustee has a conflict of interest or conflict of duties and the Trustee has complied with their obligations under these Articles in respect of that conflict:

19.6.1 the Trustee shall not be in breach of their duties to the Union by withholding confidential information from the Union if to disclose it would result in a breach of any other duty or obligation of confidence owed by them; and

19.6.2 the Trustee shall not be accountable to the Union for any benefit expressly permitted under these Articles which they or any person Connected with them derives from any matter or from any office, employment or position.

20. **Validity of Trustee actions**

All acts done by a person acting as a Trustee shall be valid, notwithstanding that it is afterwards discovered that there was a defect in their appointment, or that they were disqualified from holding office or had vacated office, or that they were not entitled to vote on the matter in question.

APPOINTMENT AND REMOVAL OF TRUSTEES

21. **Trustees**

21.1 The board of Trustees shall be made up of:

21.1.1 The Sabbatical Officers;

21.1.2 Up to four Student Trustees, appointed in accordance with Article 21.3; and

21.1.3 Up to six External Trustees, appointed in accordance with Article 21.4.

21.2 **Sabbatical Officers and Trusteeship**

21.2.1 Subject to these Articles and any transitional provision determined by the Trustees, a Sabbatical Officer Elect

(a) Becomes a Trustee on the first day of the Academic Year in respect of which they were elected; and

(b) Ceases to be a Trustee immediately before the start of the first day of the following Academic Year.

Suspension and removal of Sabbatical Officers

21.2.2 If a Sabbatical Officer is suspended from their employment, they automatically cease to be a Trustee with effect from the effective date of their suspension but are automatically reappointed when the employment suspension is lifted, for the remainder of the original term of office.

21.2.3 An individual ceases to be a Sabbatical Officer if they cease to be an employee of the Union, or are removed by a Vote of No Confidence; or cease to be a Trustee in accordance with Article 22.

21.3 **Student Trustees**

21.3.1 When vacancies arise (or are to arise) among the Student Trustees, the Trustees will specify:

(a) The number of vacancies; and

(b) The start date and term of office subject to the Articles (which would typically be a term of approximately two years broadly coinciding with Academic Years).

21.3.2 Vacancies shall be filled from candidates who satisfy the Eligibility Criteria in accordance with a procedure established in Student Voice.

21.3.3 A Student Trustee must be a Student Member for the duration of their tenure (and shall cease to be a Student Trustee if they cease to be a Student Member). They may serve a maximum of two terms of office as a Student Trustee.

21.3.4 A Student Trustee ceases to be a Trustee if they are removed by a Vote of No Confidence, or cease to be a Trustee in accordance with Article 22.

21.4 **External Trustees**

21.4.1 External Trustees may be appointed by the Trustees from time to time.

21.4.2 External Trustees will serve terms of up to two years in accordance with the Bye-Laws, and may serve for up to two terms as an External Trustee.

22. **Disqualification and removal of Trustees - general**

In addition to Articles 21.2 and 21.3, a Trustee ceases to hold office if:

22.1 they cease to be a director, or become prohibited from being a director or charity trustee, by law;

22.2 the Trustees reasonably believe that the Trustee has become physically or mentally incapable of managing their own affairs and they resolve to remove the Trustee from office;

22.3 they notify the Union in writing that they are resigning from office, and any period of time specified in such notice has passed (but only if at least a quorum of Trustees will remain in office when such resignation has taken effect);

22.4 they fail to attend three consecutive meetings of the Trustees and the Trustees resolve that they be removed for this reason;

22.5 at a meeting of the Trustees at which at least half of the Trustees are present, a resolution is passed that the Trustee is removed from office. Such a resolution shall not be passed unless the Trustee has been given at least 14 Clear Days' notice that the resolution is to be proposed, specifying the circumstances underlying the proposal, and has been afforded a reasonable opportunity of either (at their option) being heard by or making written representations to the Trustees.

PART IV – Administrative arrangements and miscellaneous

23. **Reviewing and amending the Articles of Association**

23.1 The University of East Anglia shall be required to review the provisions of these Articles at intervals of not more than five years.

23.2 The approval of the University of East Anglia shall be required for any amendments to the Articles.

24. **Communications by the Union**

General rule

24.1 The Union may send or supply any documents, notices, information or other material to Company Law Members, Student Members or Trustees in the manner indicated in the first column below. They will be deemed received at the time specified in the second column below. This Article is subject to Article 24.2.

Method	**Deemed delivery**
(a) By hand	The day it was delivered.
(b) By post, in a prepaid envelope addressed to the recipient;	48 hours after posting, excluding any part of a day that is a Saturday, Sunday or Public Holiday.
(c) By electronic means;	The day it was sent.
(d) By making it available on a website; or	The day it was made available or (if later) the day the recipient was notified (or is deemed notified) that it was so available.
(e) By other means authorised by the Articles and the Companies Acts.	In accordance with any provisions in the relevant article or the Companies Acts.

Exceptions

24.2 The following exceptions apply:

24.2.1 where the Companies Act 2006 requires it, the requirements in that Act for the Union to gain a person's consent (or deemed consent) must be complied with before method (c), (d) or (as applicable) (e) is used (or before relevant material is sent in electronic form by other means);

24.2.2 a Trustee may agree with the Union that notices or documents concerning Trustee decision-making can be sent to them in a particular way (whether or not listed above); and that they may be deemed delivered sooner than would otherwise be the case under this Article;

24.2.3 a Company Law Member present in person or by proxy at a meeting of the Union shall be deemed to have received notice of the meeting and the purposes for which it was called;

24.2.4 a Company Law Member who does not register a postal address within the United Kingdom with the Union shall not be entitled to receive any notice from the Union by methods (a) or (b) but shall be entitled to receive any notice by methods (c), (d) or (e) (subject to Article 24.2.1 above) (and the Union may provide such a member with any notice by methods (a) or (b), in its discretion and subject to these Articles and the Companies Acts); and

24.2.5 where any document or material has been sent or supplied by the Union by electronic means and the Union receives notice that the message is undeliverable:

(a) if the material has been sent to a Company Law Member (in their capacity as such) or Trustee and is notice of a general meeting of the Union, the Union is under no obligation to send a hard copy of the material to their postal address as shown in the Union's register of members or Trustees, but may in its discretion choose to do so;

(b) in all other cases, the Union shall where considered appropriate (including in respect of Student Members) or where the communication falls within the scope of the Companies Act 2006 (including in respect of Company Law Members), shall send a hard copy of the material to the individual's postal address (within the United Kingdom) as shown in the Union's register of members (if any), or in the case of a recipient who is not a Company Law Member, to the last known postal address for that person within the United Kingdom (if any); and

(c) the date of service or delivery of the material shall be the date on which the original electronic communication was sent, notwithstanding the subsequent sending of hard copies.

25. **Secretary**

A Secretary may be appointed by the Trustees on such terms as they see fit and may be removed by them. If there is no Secretary, the Trustees may make appropriate alternative arrangements.

26. **Irregularities**

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

27. **Minutes**

The Trustees must ensure minutes are made:

27.1 of all appointments of officers made by the Trustees;

27.2 of all resolutions of the Union and of the Trustees (including, without limitation, decisions of the Trustees made without a meeting); and

27.3 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;

27.4 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 Company Law Member or Trustee of the Union, be sufficient evidence of the proceedings.

28. **Records and accounts**

28.1 The Trustees shall comply with the requirements of the Companies Acts and of the Charities Act 2011 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 Union Commission of:

28.1.1 annual reports;

28.1.2 annual statements of account; and

28.1.3 annual returns or confirmation statements.

28.2 Except as provided by law or authorised by the Trustees or an ordinary resolution of the Union, no person is entitled to inspect any of the Union's accounting or other records or documents merely by virtue of being a Company Law Member.

29. **Bye-Laws**

29.1 The Trustees shall (in consultation with Student Voice in such manner as the Trustees deem appropriate) have the power from time to time to make, repeal or amend Bye-Laws as to the management of the Union and its working practices.

29.2 The Bye-Laws cannot be inconsistent with these Articles and Schedules (and insofar as they purport to do so, are void).

29.3 Insofar as:

(a) The Articles and schedules stipulate that the Bye-Laws will make provision for a matter, and the Bye-Laws in place do not make such provision; or

(b) The Bye-Laws make provision which is inconsistent with the Articles;

the Trustees may regulate the matter as they consider appropriate consistent with the Companies Acts, Education Act 1994 and Articles on a transitional basis until the Bye-Laws are remedied.

30. **Interpretation**

These Articles should be read and interpreted in accordance with Schedule 2.

31. **Exclusion of model articles**

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

Schedule 1 – PROVISIONS FOR COMPANY LAW MEETINGS (KNOWN AS "GENERAL MEETINGS")

1. **General meetings**

1.1 The Trustees may call a general meeting at any time.

1.2 The quorum for general meetings is the same as the quorum for Trustee meetings at the Union from time to time.

1.3 The Trustees may make such lawful arrangements as they see fit in respect of physical attendance and/or Remote Attendance at a general meeting. The entitlement of any person to attend and participate in a general meeting shall be subject to such arrangements.

1.4 When the Trustees have made arrangements to facilitate Remote Attendance, the provisions of the Articles shall be treated as modified to permit such arrangements and in particular a person attending a general meeting by Remote Attendance shall be treated as being present and/or present in person at the meeting for the purposes of the Articles, including without limitation the provisions of the Articles relating to the quorum for the meeting.

1.5 Subject to the Articles, general meetings must be called and held in accordance with the provisions regarding such meetings in the Companies Acts.

2. **Written resolutions**

General

2.1 Subject to this paragraph 2 a written resolution agreed by:

2.1.1 Company Law Members representing a simple majority; or

2.1.2 (in the case of a special resolution) members representing not less than 75%;

of the total voting rights of eligible Company Law Members shall be effective.

2.2 On a written resolution each Company Law Member shall have one vote.

2.3 A written resolution must state that it was proposed as a special resolution in order to be a special resolution under the Companies Acts.

2.4 A resolution of the Company Law Members under the Companies Acts removing a Trustee or auditor before the expiry of their term of office may not be passed as a written resolution.

Circulation

2.5 A copy of the proposed written resolution must be sent to every eligible Company Law Member together with a statement informing the member how to signify their agreement and the date by which the resolution must be passed if it is not to lapse.

2.6 In relation to a resolution proposed as a written resolution of the Union the eligible Company Law Members are the Company Law Members who would have been entitled to vote on the resolution on the Circulation Date of the resolution.

2.7 The required majority of eligible Company Law Members must signify their agreement to the written resolution within the period of 28 days beginning with the Circulation Date.

2.8 Communications in relation to written resolutions must be sent to the Union's auditors in accordance with the Companies Acts.

Signifying agreement

2.9 A Company Law Member signifies their agreement to a proposed written resolution when the Union receives from them (or from someone acting on their behalf) an authenticated document:

2.9.1 identifying the resolution to which it relates; and

2.9.2 indicating the member's agreement to the resolution.

2.10 For the purposes of paragraph 2.9:

2.10.1 a document sent or supplied in hard copy form is sufficiently authenticated if it is signed by the person sending or supplying it; and

2.10.2 a document sent or supplied in electronic form is sufficiently authenticated if:

(a) the identity of the sender is confirmed in a manner specified by the Union; or

(b) where no such manner has been specified by the Union, if the communication contains or is accompanied by a statement of the identity of the sender and the Union has no reason to doubt the truth of that statement.

2.10.3 If the Union gives an electronic address in any document containing or accompanying a written resolution, it will be deemed to have agreed that any document or information relating to that resolution may be sent by electronic means to that address (subject to any conditions or limitations specified in the document).

Schedule 2 - INTERPRETATION – DEFINED TERMS

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

	Term	Meaning
1.1	**"Academic Year"**	the period of twelve months commencing on a day determined by the Union, to broadly correspond with the start of the academic year at The University of East Anglia.
1.2	**"Address"**	includes a postal or physical address and a number or address used for the purposes of sending or receiving documents or information by electronic means;
1.3	**"Articles"**	the Union's articles of association;
1.4	**"Board of Trustees"**	the board of Trustees of the Union or "Board";
1.5	**"Bye-laws"**	has the meaning given in Article 29;
1.6	**"Chair"**	has the meaning given in Article 13;
1.7	**"Circulation Date"**	in relation to a written resolution, has the meaning given to it in the Companies Acts;
1.8	**"Clear Days"**	in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
1.9	**"Companies Acts"**	the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Union;
1.10	**"Company Law Member"**	means a member of the Union for the purposes of the Companies Acts;
1.11	**"Cross-Campus Ballot"**	means a secret ballot in which all Student Members are entitled to vote in accordance with the requirements of the Education Act 1994;

1.12 **"Connected Person"**	any person falling within one of the following categories and where payment to that person might result in the relevant Trustee obtaining benefit: (a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a Trustee; or (b) the spouse or civil partner of any person in (a); or (c) any other person in a relationship with a Trustee which may reasonably be regarded as equivalent to such a relationship; or (d) any company or LLP or firm of which a Trustee is a paid director, member, partner or employee, or shareholder holding more than 1% of the capital;
1.13 **"Deputy Chair"**	has the meaning given in Article 13.2;
1.14 **"electronic form" and "electronic means"**	have the meanings respectively given to them in Section 1168 of the Companies Act 2006;
1.15 **"Eligibility Criteria"**	Means: (a) Not being disqualified from being a director or charity trustee; (b) Being at least 18 years old; (c) In the case of Sabbatical Officer elections, being a Student Member or Sabbatical Officer at the time of election, and in the case of Student Trustees, being a Student Member at the time of their election or appointment; and (d) Other criteria established in the Bye-laws.
1.16 **"External Trustee"**	has the meaning in Article 21.4;
1.17 **"Facilitator"**	has the meaning given in Article 18.2;
1.18 **"Financial Expert"**	an individual, company or firm who, or which, is authorised to give investment advice under the Financial Services and Markets Act 2000;

1.19 **"hard copy" and "hard copy form"**	have the meanings respectively given to them in the Companies Act 2006;
1.20 **"Major Union Office Holder**"	has the meaning given to the term in the Education Act 1994;
1.21 **"Members"**	the Student Members and the Company Law Members
1.22 **"Policy"**	a corporate conclusion or view of the Student Members of the Union;
1.23 **"Proxy Notice"**	has the meaning given in paragraph **Error! Reference source not found.** of Schedule 1;
1.1 **"Public Holiday"**	means 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 company is registered;
1.2 **"Remote Attendance"**	means remote attendance at a general meeting by such means as are approved by the Trustees in accordance with paragraph 1.3 of Schedule 1;
1.3 **"Sabbatical Officer"**	has the meaning given in Article 10;
1.4 **"Sabbatical Officer Elect"**	has the meaning given in Article 10.2.1;
1.5 **"Secretary"**	the secretary of the Union (if any);
1.6 **"Student**"	any individual who is formally registered as a student at the University of East Anglia. For the avoidance of doubt, the University of East Anglia shall determine whether or not an individual has student status; save that any student that the University marks as 'intercalating' will be regarded by the Union as a registered student;
1.7 **"Student Member"**	has the meaning given in Article 8.3;
1.8 **"Student Trustee"**	has the meaning given in Article 21.3;
1.9 **"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.
1.10	**"Trustee"**	a director of the Union, and includes any person occupying the position of director, by whatever name called;
1.11	**"Union"**	the charitable students' union governed by these Articles ('The Union of UEA Students'); and
1.12	**"Vote of No Confidence"**	a vote in Student Voice that those voting have no confidence in the relevant person, subject to a process in accordance with the Bye-laws including a right for the relevant person to make representations; and an appropriate notice period to the relevant person.

2. Unless the context requires, references to "writing" and "document" should be interpreted (without limitation) as allowing for the transmission of information in electronic form. A reference to a "document" includes summons, notice, order or other legal process.

3. Subject to paragraph 4 of this Schedule, any reference in the 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.

4. Unless the context otherwise requires, words or expressions contained in the Articles which are not defined in paragraph 1 above bear the same meaning as in the Companies Act 2006 as in force on the date when the Articles became binding on the Union.