

The Companies Act 2006

Company Limited by Guarantee and not Having a Share Capital

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**Articles of Association**  
**of**  
**University of Exeter Students' Guild**

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**Company number: 07217324**

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## **The Companies Act 2006**

### **Company Limited by Guarantee and not having a Share Capital**

#### **Articles of Association of University of Exeter Students' Guild**

##### **BACKGROUND**

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

## **PART 1**

### ***KEY CONSTITUTIONAL PROVISIONS***

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

The meanings of any defined terms used in these Articles are set out in Article 58. If any dispute arises in relation to the interpretation of these Articles or any of the Bylaws, it shall be resolved by the Chair of the Board of Trustees unless the dispute relates to the Chair's role or powers in which case resolution shall be by the Board of Trustees.

#### **2. Name**

The name of the company is University of Exeter Students' Guild. In these Articles it is called "the Guild".

#### **3. Registered office**

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

#### **4. Objects**

The objects of the Guild are the advancement of education of Students at the University of Exeter for the public benefit by:

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

#### **5. Powers**

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

- 5.1 provide services and facilities for Students;
- 5.2 establish, support, promote and operate a network of student activities for Students;
- 5.3 support any raise and give (RAG) or similar fundraising activities carried out by Students for charitable causes, including the provision of administrative support, banking facilities and acting as a holding trustee of any funds raised;
- 5.4 alone or with other organisations:
  - (a) carry out campaigning activities;

- (b) seek to influence public opinion; and
- (c) 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 Guild complies with the Education Act and any guidance published by the Charity Commission;

- 5.5 write, make, commission, print, publish or distribute materials or information or assist in these activities;
- 5.6 promote, initiate, develop or carry out education and training and arrange, provide or assist with exhibitions, lectures, meetings, seminars, displays or classes;
- 5.7 promote, encourage, carry out or commission research, surveys, studies or other work and publish the useful results;
- 5.8 provide or appoint others to provide advice, guidance, representation and advocacy;
- 5.9 co-operate with other charities and bodies and exchange information and advice with them;
- 5.10 become a member, affiliate or associate of other charities and bodies;
- 5.11 support, set up or amalgamate with other charities with objects identical or similar to the Guild'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 Guild's objects);
- 5.12 purchase or acquire all or any of the property, assets, liabilities and engagements of any charity with objects similar to the Guild's objects;
- 5.13 pay out of the funds of the Guild the costs of forming and registering the Guild;
- 5.14 raise funds and invite and receive contributions from any person provided that the Guild shall not carry out any taxable trading activities in raising funds;
- 5.15 borrow and raise money on such terms and security as the Guild 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);
- 5.16 purchase, own, 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 2011);

- 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 Guild'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:
  - (a) the investment policy is set down in writing for the financial expert by the Trustees;
  - (b) every transaction is reported promptly to the Trustees;
  - (c) the performance of the investments is reviewed regularly by the Trustees;
  - (d) the Trustees are entitled to cancel the delegation at any time;
  - (e) the investment policy and the delegation arrangements are reviewed at least once a year;
  - (f) 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
  - (g) the financial expert may not do anything outside the powers of the Trustees;
- 5.22 arrange for investments or other property of the Guild 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 and carry on any other trade which is not expected to give rise to taxable profits;
- 5.26 establish or acquire subsidiary companies to carry on any trade;
- 5.27 subject to Article 6 (Limitation on private benefits):
  - 5.27.1 engage and pay employees and professionals or other advisors: and
  - 5.27.2 grant pensions and retirement benefits to employees of the Guild and to their dependants and subscribe to funds or schemes for providing pensions and retirement benefits for employees of the Guild and their dependants;

- 5.28 pay out of the funds of the Guild 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 Guild, including without limitation any liability to make a contribution to the Guild's assets as specified in section 214 of the Insolvency Act 1986 (wrongful trading), provided that no such insurance shall extend to:
- (a) 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);
  - (b) 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;
  - (c) any liability incurred by the Trustees to the Guild 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 Guild or in the case of which they did not care whether it was in the best interests of the Guild or not; or
  - (d) in relation to any liability to make a contribution to the Guild'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 Guild (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Guild would avoid going into insolvent liquidation; and
- 5.29 do all such other lawful things as shall further the Guild's objects.

## 6. **Limitation on private benefits**

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

### ***Permitted benefits to Company Law Members, Trustees and Connected persons***

- 6.2 No part of the income and property of the Guild may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any Company Law Member unless the payment is permitted by Articles 6.3 to Article 6.6 (inclusive).
- 6.3 No Trustee may:
- 6.3.1 sell goods, services or any interest in land to the Guild;
  - 6.3.2 be employed by, or receive any remuneration from, the Guild; or
  - 6.3.3 receive any other financial benefit from the Guild;

unless the payment is permitted by Articles 6.4, 6.5 or 6.6 or authorised by the court or the Charity Commission.

6.4 A Trustee may receive the following benefits from the Guild:

6.4.1 a Trustee or a person who is Connected with a Trustee may receive a benefit from the Guild in their capacity as a beneficiary of the Guild;

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

6.4.3 an Officer Trustee or a person who is Connected with a Trustee may be paid reasonable and proper remuneration for any goods or services supplied to the Guild on the instructions of the Trustees provided that:

- (a) for the avoidance of doubt, the authorisation under this provision shall extend to the remuneration of Officer Trustees and persons Connected with a Trustee under contracts of employment with the Guild;
- (b) the amount or maximum amount of the remuneration is set out in an agreement in writing between the Guild and the Officer Trustee or person Connected with a Trustee providing the goods or services (which for the avoidance of doubt may be a contract of employment);
- (c) before entering into the agreement described at Article 6.4.3(b) the Trustees must be satisfied that it would be in the best interests of the Guild for the goods or services to be provided by the Officer Trustee or the person Connected with a Trustee for the amount or maximum amount set out in that agreement;
- (d) subject to Article 6.4.3(a), the authorisation under this provision shall not extend to the service of acting as Trustee;
- (e) if the person being remunerated is a Trustee the procedure described in Article 46 (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;
- (f) if the person being remunerated is a person Connected with a Trustee the procedure described in Article 46 (Conflicts of interest) must be followed by the relevant Trustee in relation to any decisions regarding such person;
- (g) subject to Article 6.5, this provision (including in relation to a Subsidiary Company) may not apply to more than half of the Trustees in any financial year (and for these purposes such provision shall be treated as applying to a Trustee if it applies to a person who is Connected with that Trustee); and
- (h) at all times the provisions of the Education Act are complied with;

- 6.4.4 a Trustee or a person who is Connected with a Trustee may receive interest at a reasonable and proper rate on money lent to the Guild;
- 6.4.5 a Trustee or a person who is Connected with a Trustee may receive reasonable and proper rent for premises let to the Guild;
- 6.4.6 the Guild may pay reasonable and proper premiums in respect of indemnity insurance effected in accordance with Article 5.28; and
- 6.4.7 a Trustee or other officer of the Guild may receive payment under an indemnity from the Guild in accordance with the indemnity provisions set out at Article 57;

provided that where benefits are conferred under Article 6.4, Article 46(Conflicts of interest) must be complied with by the relevant Trustee in relation to any decisions regarding the benefit.

- 6.5 Where a vacancy arises on the Board of Trustees with the result that Article 6.4.3 applies to more than half of the Trustees, the Guild may continue to pay remuneration to its Officer Trustees and any Connected Persons receiving remuneration in accordance with Article 6.4.3 provided that the Guild uses all reasonable endeavours to fill the vacancy as soon as possible.

#### ***Subsidiary Companies***

- 6.6 In Article 6.4, references to the Guild shall be read as references to the Guild and/or any Subsidiary Company.

#### **7. Liability of Company Law Members**

The liability of each Company Law Member is limited to £1, being the amount that each Company Law Member undertakes to contribute to the assets of the Guild in the event of its being wound up while they are a Company Law Member or within one year after they cease to be a Company Law Member, for:

- 7.1 payment of the Guild's debts and liabilities contracted before they cease to be a Company Law Member;
- 7.2 payment of the costs, charges and expenses of winding up; and
- 7.3 adjustment of the rights of the contributories among themselves.

#### **8. Dissolution**

If any property remains after the Guild 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 Guild. It shall instead be given or transferred to the University of Exeter or, if the University of Exeter has ceased to exist, to some other charitable institution or institutions having similar objects to those of the Guild 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 Guild. The institution or institutions which are to benefit

shall be chosen by the Members of the Guild at or before the time of winding up or dissolution.

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

9.1 The University of Exeter shall be required to review the provisions of the Guild's Articles of Association at intervals of not more than five years.

9.2 Any amendment to the Guild's Articles of Association shall require the following:

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

9.2.2 A period of time (to be no less than 14 days, and following any procedure set out in the Bylaws) during which any amendments to the Proposal may be submitted to the Board of Trustees by any Student Member; then, either:

(a) the circulation by the Board of Trustees to all the Student Members of a resolution to approve either the Proposal or a revised Proposal incorporating those amendments submitted in accordance with Article 9.2.2 which the Board of Trustees in their absolute discretion have accepted, approved by way of a referendum agreed to by at least 4% full-time equivalent members of the Student Members; or

(b) a majority vote of Guild Council to approve either the Proposal or a revised Proposal incorporating those amendments submitted in accordance with Article 9.2.2 which the Board of Trustees in their absolute discretion have accepted, using the standard procedures for Guild Council voting;

and

9.2.3 The approval of the University of Exeter.

9.3 Following completion of the process set out at Article 9.2, formal amendment of the Guild's Articles of Association shall be by special resolution of the Company Law Members in accordance with the Companies Acts and these Articles.

## **PART 2**

### **MEMBERS**

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

#### **10. Members of the Guild**

10.1 The Company Law Members shall be the Members of the Guild. References in these Articles to Members refer to the Company Law Members. The Student Members of the Guild shall not be company law members of the Guild but shall have student membership of the Guild.

10.2 The Guild may also have associate members in accordance with Article 15

#### **11. Becoming and Ceasing to be a Student Member**

11.1 The Student Members of the Guild shall be as follows:

11.1.1 each and every Student of the University of Exeter course in Devon who has not opted out by notifying the University of Exeter of their wish not to be a Member of the Guild; and

11.1.2 the Officer Trustees of the Guild.

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

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

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

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

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

12.2 they cease to be an Officer Trustee;

12.3 they opt out of Student Membership by giving written notice to the Guild in accordance with the Bylaws; or

12.4 they are removed under the Code of Conduct.

#### **13. Becoming and Ceasing to be a Company Law Member**

13.1 The Trustees from time to time shall be the only Company Law Members of the Guild. References in the Articles to 'Members' refer to the Company Law Members of the Guild.

13.2 A Trustee shall become a Company Law Member on becoming a Trustee. In agreeing to become a Trustee, each new Trustee is also agreeing to become a Company Law Member.

13.3 The names of the Company Law Members of the Guild shall be entered in the register of Company Law Members.

14. **Termination of Company Law Membership**

14.1 A Company Law Member shall cease to be a Company Law Member if they cease to be a Trustee.

14.2 A Student Member who is a Company Law Member by virtue of being appointed to serve as a Student Trustee will cease to be a Company Law Member when their Student Membership ceases.

14.3 Company Law Membership is not transferable and shall cease on death.

15. **Associate members**

The Trustees may establish such classes of associate membership with such description and with such rights and obligations as they think fit and may admit and remove such associate members in accordance with the Bylaws provided that no such associate members shall be Members of the Guild for the purposes of the Articles or the Companies Acts.

16. **Code of Conduct**

16.1 The Officer Trustees will establish and monitor a “code of conduct” that all Student Members shall be required to adhere to when Student Members are involved in activities or at events that are administered or organised by the Guild.

16.2 The code of conduct may include a range of sanctions for breach of the code of conduct by a Student Member, including the suspension or removal of any or all of the rights and privileges of Student Membership, including the holding of office.

## **REFERENDA**

### **17. Referenda**

- 17.1 A Referendum may be called on any issue by:
  - 17.1.1 a resolution of the Trustees; or
  - 17.1.2 a Secure Petition signed by at least 4% of Student Members.
- 17.2 Unless expressly stated otherwise in these Articles, a resolution may only be passed by Referendum if at least 4% of Student Members cast a vote in the Referendum and a majority of the votes cast are in favour of the resolution.
- 17.3 Referenda shall be conducted in accordance with these Articles and the Bylaws.
- 17.4 Subject to Article 31.3, the Student Members may set Policy by the process set out in the Bylaws.

## **STUDENT MEMBERS' MEETINGS**

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

- 18.1 The Guild must hold an annual Student Members' meeting once in each Academic Year which shall be called and held in accordance with the Bylaws. The annual Student Members' meeting shall be held at such time and place as the Trustees shall think suitable to allow the maximum number of Student Members to attend.
- 18.2 The notice of the annual Student Members' meeting must state the business to be transacted which shall include:
  - 18.2.1 ratification of minutes of the previous annual Student Members' meeting;
  - 18.2.2 receiving the report of the Trustees on the Guild's activities since the previous annual Student Members' meeting;
  - 18.2.3 formally presenting the accounts of the Guild to the Student Members;
  - 18.2.4 approving the list of affiliations of the Guild; and
  - 18.2.5 open questions to the Trustees by the Student Members.
- 18.3 The Guild may hold other Student Members' meetings in addition to the annual Student Members' meeting. Such meetings shall be called and held in accordance with the Bylaws.
- 18.4 A Student Members' Meeting may be held at a particular place, remotely by video-conferencing or other electronic or technological means, or a hybrid meeting including both physical and remote attendance. The Trustees may, in their discretion, make such arrangements as they consider appropriate to enable those attending a Student Members meeting to participate in the meeting, including, without limitation, arrangements

involving telephone or video conferencing and/or use of electronic facilities and/or electronic platforms. A person participating in a Student Members' Meeting by video-conferencing or other electronic or technological means facilitated in accordance with this Article 18.4 shall be deemed, for the purposes of the Articles and Bylaws, to be attending that meeting.

- 18.5 For the avoidance of doubt, any Student Members' meeting held under this Article 18 shall not be a Company Law Meeting of the Guild for the purposes of the Companies Acts.

### **COMPANY LAW MEETINGS**

#### **19. Company Law Meetings**

- 19.1 The Trustees may call a Company Law Meeting at any time.
- 19.2 Such meetings must be held in accordance with the provisions regarding such meetings in the Companies Acts.
- 19.3 A Company Law Meeting is likely to only be required where the Guild wishes to pass a company law resolution (other than by way of written resolution) in accordance with the Articles and/or the Companies Acts, for example a resolution to amend the Guild's Articles of Association.

### **WRITTEN RESOLUTIONS**

#### **20. Written Resolutions**

- 20.1 Subject to this Article 20, a written resolution agreed by:
- 20.1.1 Company Law Members representing a simple majority; or
  - 20.1.2 (in the case of a special resolution) Company Law Members representing not less than 75%;
- of the total voting rights of eligible Company Law Members shall be effective.
- 20.2 On a written resolution each Company Law Member shall have one vote.
- 20.3 A written resolution is not a special resolution unless it stated that it was proposed as a special resolution.
- 20.4 For the avoidance of doubt this Article only applies to the Company Law Members not Student Members.

#### ***Circulation***

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

- 20.6 In relation to a resolution proposed as a written resolution of the Guild 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.
- 20.7 The required majority of eligible Company Law Members must signify agreement to the written resolution within the period of 28 days beginning with the Circulation Date.
- 20.8 Communications in relation to written resolutions must be sent to the Guild's auditors in accordance with the Companies Acts.

***Signifying agreement***

- 20.9 A Company Law Member signifies their agreement to a proposed written resolution when the Guild receives from him or her (or from someone acting on their behalf) an authenticated document:
  - 20.9.1 identifying the resolution to which it relates; and
  - 20.9.2 indicating the Company Law Member's agreement to the resolution.
- 20.10 For the purposes of Article 20.9:
  - 20.10.1 a document sent or supplied in Hard Copy Form is sufficiently authenticated if it is signed by the person sending or supplying it; and
  - 20.10.2 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 Guild; or
    - (b) where no such manner has been specified by the Guild, if the communication contains or is accompanied by a statement of the identity of the sender and the Guild has no reason to doubt the truth of that statement.
- 21. If the Guild 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).

## **PART 3**

### ***TRUSTEES***

#### ***APPOINTMENT AND RETIREMENT OF TRUSTEES***

#### **22. Appointment of Trustees**

The Trustees shall be made up of the following persons:

- 22.1 not more than six Officer Trustees, elected in accordance with Article 23;
- 22.2 not more than six Student Trustees, appointed in accordance with Article 24; and
- 22.3 not more than six Lay Trustees, appointed in accordance with Article 25.

#### **23. Officer Trustees**

- 23.1 Officer Trustees shall be elected by secret ballot by the Student Members of the Guild at an election to be held in accordance with the Bylaws. The Officer Trustees shall be elected to posts set out in the Bylaws.
- 23.2 Unless their term is terminated earlier in accordance with these Articles, the Officer Trustees shall remain in office for a term of one year commencing in accordance with the Bylaws. 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 and in line with the Bylaws, an Officer Trustee may be re-elected for a maximum further term of one year by the Student Members of the Guild at an election to be held in accordance with the Bylaws. For the avoidance of doubt, an Officer Trustee's terms of office may be either consecutive or non-consecutive.
- 23.3 Each Officer Trustee must be a Student or an Officer Trustee at the time of their election. An Officer Trustee shall become a Student Member of the Guild on commencement of their appointment or re-appointment as an Officer Trustee. Such Student Membership shall cease when the Officer Trustee ceases to be an Officer Trustee.
- 23.4 The Officer Trustees shall be deemed to be "major Union office holders" for the purposes of Section 22 of the Education Act.
- 23.5 At the same time as commencing the term of office as a Trustee, the Officer Trustee will enter into a contract of employment with the Guild for a term to be determined by the Trustee Board.

#### **24. Student Trustees**

- 24.1 Subject to Article 24.2 below, Student Trustees shall be appointed by a simple majority vote of the Appointments Committee (provided that the appointment of each Student Trustee is ratified by a majority vote of the Guild Council). For the avoidance of doubt, such appointment shall not take effect until it has been ratified by the Guild Council.

- 24.2 Each Student Trustee must be a Student at the time of their appointment and for the duration of their term as a Student Trustee.
- 24.3 Unless their term is terminated earlier in accordance with these Articles, Student Trustees shall remain in office for a term of up to two years (the duration of such term to be set by the Appointments Committee), commencing in accordance with the Bylaws. The term of office may be shorter or longer on a transitional basis to coincide with the alteration of the year start or end.
- 24.4 A Student Trustee may serve a maximum of two terms which may be consecutive or non-consecutive.

25. **Lay Trustees**

- 25.1 Lay Trustees shall be appointed by a simple majority vote of the Guild Council from such persons as have been nominated by the Board of Trustees.
- 25.2 Unless their term is terminated earlier in accordance with these Articles, Lay Trustees shall remain in office for a term of up to four years commencing in accordance with the Bylaws.
- 25.3 Lay Trustees may serve for a maximum of two terms which may either be consecutive or non-consecutive.

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

In addition to other grounds for removal of Trustees expressly set out in these Articles, the office of a Trustee shall be vacated if:

- 26.1 that person ceases to be a company director by virtue of any provision of the Companies Act 2006 or is prohibited from being a company director by law;
- 26.2 they become prohibited by law from being a charity trustee;
- 26.3 in the case of an Officer Trustee, they cease to be an employee of the Guild;
- 26.4 in the case of a Student Trustee, they cease to be a Student;
- 26.5 they resign by notice to the Guild (but only if at least four Trustees will remain in office when the notice of resignation is to take effect);
- 26.6 the Trustees reasonably believe that a trustee has become physically or mentally incapable of managing their own affairs and they resolve that the trustee be removed from office;
- 26.7 a Trustee fails to attend three consecutive meetings of the Trustees and in the opinion of the Trustees there are no mitigating circumstances for that failure and the Trustees therefore resolve that they be removed for this reason;
- 26.8 they cease to be a Company Law Member;
- 26.9 the Trustee dies; or

26.10 they are removed from office under Articles 27 or 28.

## **27. Removal of Trustees by the Board**

27.1 The office of Trustee shall be vacated if a majority resolution of no confidence is passed by the Trustees. For the avoidance of doubt, the Trustee concerned and any Trustee who has a Conflict of Interest in relation to the matter shall not vote on this resolution and the quorum shall be adjusted accordingly in accordance with Article 41.

### **Removal of Trustees by Student Members**

A Trustee shall be removed from office if they are removed from office as a Trustee by:

27.1.1 a motion of no confidence in the Trustee passed by a simple majority of the Student Members voting in a Referendum, provided that at least 4% of the Student Members cast a vote in the Referendum. Such a motion shall only be triggered by a Secure Petition signed or agreed to by at least 4% of the Student Members; or

27.1.2 a motion of no confidence in the trustee is passed by a two thirds majority in a vote of the Guild Council. Such a motion shall only be triggered by a Secure Petition of no confidence signed by at least 700 Student Members;

provided that, in the case of an Officer Trustee, such removal shall be subject to the Guild having first carried out any steps it is required to take under the Officer Trustee's contract of employment and/or the applicable disciplinary procedure and otherwise in accordance with good employment practice.

## **28. Rights of Removed Trustee**

28.1 A resolution to remove a Trustee in accordance with these Articles shall not be passed unless the Trustee concerned has been given at least 14 clear days' notice in writing that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office, and has been afforded a reasonable opportunity of being heard by or, at the option of the Trustee being removed, of making written representations to the Trustees.

28.2 A Trustee removed from office in accordance with these Articles shall be entitled to appeal the decision (including by the Student Members) to remove them to an Appeals Panel within 14 days of the resolution. The membership of the Appeals Panel and its procedures shall be set out in the Bylaws.

## **29. Replacement of Trustees**

29.1 If an Officer Trustee resigns, is disqualified or is removed from office at any time prior to the commencement of the Academic Year, the vacancy that results on the Board of Trustees shall be filled in accordance with the Bylaws.

29.2 If an Officer Trustee resigns, is disqualified or is removed from office after the commencement of the Academic Year the vacancy shall remain vacant until the next elections are held.

- 29.3 If a Student Trustee resigns, is disqualified or is removed from office, the vacancy shall be filled in accordance with the Bylaws.
- 29.4 If a Lay Trustee resigns, is disqualified or is removed from office, a Lay Trustee may be appointed to the vacancy in accordance with Article 25.

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

#### **30. Trustees' general authority**

- 30.1 The Board of Trustees shall be responsible for the management and administration of the Guild and (subject to the Education Act, these Articles and the Bylaws) may exercise all the powers of the Guild.
- 30.2 The Board's powers under Article 31.1 shall include but not be limited to responsibility for:
- 30.2.1 the governance of the Guild;
  - 30.2.2 the finances of the Guild; and
  - 30.2.3 the strategy of the Guild.
- 30.3 The Board of Trustees may override any decision or Policy made by the Student Members in a Student Members' meeting or by Referendum or by the Guild Council which the Trustees consider (in their absolute discretion):
- 30.3.1 has or may have any financial implications for the Guild;
  - 30.3.2 is or may be in breach of, contrary to or otherwise inconsistent with charity or education law or any other legal requirements (including ultra vires);
  - 30.3.3 is not or may not be in the best interests of the Guild or all or any of its charitable objects; or
  - 30.3.4 will or may otherwise affect the discharge of any or all of the responsibilities referred to in Article 31.2.
- 30.4 No alteration of these Articles or the Bylaws shall invalidate any prior act of the Trustees which would have been valid if that alteration had not been made.
- 30.5 All acts done by a meeting of Trustees, or of a committee of the Trustees, shall be valid, even if it is later discovered that any Trustee who participated in the vote:
- 30.5.1 was not properly appointed;
  - 30.5.2 was disqualified from holding office;
  - 30.5.3 had vacated office; or
  - 30.5.4 was not entitled to vote.

**31. Trustees may delegate**

- 31.1 Subject to the Articles, the Trustees may delegate any of their powers or functions to any committee.
- 31.2 Subject to the Articles, the Trustees may delegate the implementation of their decisions or day to day management of the affairs of the Guild to any person or committee.
- 31.3 Any delegation by the Trustee may be::
- 31.3.1 to such person or committee;
  - 31.3.2 by such means (including by power of attorney);
  - 31.3.3 to such an extent;
  - 31.3.4 in relation to such matters or territories; and
  - 31.3.5 on such terms and conditions
- as they think fit.
- 31.4 If the Trustees so specify, any such delegation may authorise further delegation of the Trustees' powers, functions, implementation of decisions or day to day management by any person or committee to whom they are delegated.
- 31.5 The Trustees may revoke any delegation in whole or part, or alter its terms and conditions.

**32. Committees**

- 32.1 In the case of delegation to committees:
- 32.1.1 the resolution making the 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);
  - 32.1.2 subject to Article 32.2, the composition of any such committee shall be entirely in the discretion of the Trustees and may comprise such of their number (if any) as the resolution may specify;
  - 32.1.3 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;
  - 32.1.4 no committee shall knowingly incur expenditure or liability on behalf of the Guild except where authorised by the Trustees or in accordance with a budget which has been approved by the Trustees.

32.2 For the avoidance of doubt, the Trustees may (in accordance with these Articles) delegate all financial matters to any committee provided that such committee shall include at least one Trustee. The Trustees may empower such committee to resolve upon the operation of any bank account according to such mandate as it shall think fit provided that the signature or agreement of at least one Trustee shall be required for cheques above a certain amount as set out in the Bylaws and provided always that no committee shall incur expenditure on behalf of the Guild except in accordance with a budget which has been approved by the Trustees.

32.3 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 Bylaws.

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

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

33.1 the delegated power shall be to manage the Guild 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;

33.2 the Trustees shall provide the Chief Executive with a description of their role and the extent of their authority;

33.3 the Chief Executive shall report regularly to the Trustees on the activities undertaken in managing the Guild and provide them regularly with management accounts sufficient to explain the financial position of the Guild; and

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

***DECISION-MAKING BY TRUSTEES***

**34. Trustees to take decisions collectively**

Any decision of the Trustees must be either a majority decision at a meeting or a decision taken in accordance with Article 45.

**35. Trustees' meetings**

35.1 The Trustees shall hold a minimum of four meetings in any Academic Year.

35.2 Guests or observers can attend meetings of the Trustees at the discretion of the chair of the meeting.

**36. Calling a Trustees' meeting**

Two Trustees may, and the Chief Executive at the request of two Trustees shall, call a Trustees' meeting.

**37. Length of Notice**

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

- 37.1 all the Trustees agree; or
- 37.2 urgent circumstances require shorter notice.

**38. Contents of Notice**

Every notice calling a Trustees' meeting shall specify:

- 38.1 the place (subject to Articles 39.3 and 41.3), day and time of the meeting;
- 38.2 the general particulars of all business to be considered at such meeting; and
- 38.3 if it is anticipated that Trustees participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting (for example by telephone or video conferencing).

**39. Service of Notice**

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

**40. Participation in Trustees' meetings**

- 40.1 Subject to the Articles, Trustees participate in a Trustees' meeting, or part of a Trustees' meeting, when:
  - (a) the meeting has been called and takes place in accordance with the Articles; and
  - (b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting (for example by telephone or videoconferencing).
- 40.2 In determining whether Trustees are participating in a Trustees' meeting, it is irrelevant where any Trustee is or how they communicate with each other.
- 40.3 If all the Trustees participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

**41. Quorum for Trustees' meetings**

- 41.1 At a Trustees' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 41.2 The quorum for Trustees' meetings is four of the Trustees provided that such quorum must include at least two Officer Trustees. Where the resolution or issue under discussion concerns a matter in respect of which some or all of the Officer Trustees have a Conflict of

Interest, the quorum shall be four without a requirement for Officer Trustees to form part of that quorum.

- 41.3 If the total number of Trustees for the time being is less than the quorum required, the Trustees must not take any decision other than a decision to increase the number of Trustees including by calling a general meeting or election so as to enable the Members and/or Student Members to elect further Trustees.

**42. Chair**

- 42.1 An Officer Trustee shall be the Chair of the Trustees as outlined in the Bylaws.
- 42.2 The Trustees must appoint a Lay Trustee 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.
- 42.3 The Chair shall preside as Chair of Trustees' meetings. In the absence of the Chair another Officer or Student Trustee appointed by the Trustees present shall preside as chair of the meeting.

**43. Casting vote**

Questions arising at a Trustees' meeting shall usually be decided using consensus but if needed a vote may be called. If the number of votes for and against a proposal are equal, the chair of the meeting shall be entitled to a casting vote in addition to any other vote they may have unless the chair is not to be counted as participating in the decision making process for quorum or voting purposes.

**44. Majority decisions without Trustees' meeting**

- 44.1 The Trustees may, in the circumstances outlined in this Article, make a majority decision without holding a Trustees' meeting. The majority shall be not less than 60% of voting members in favour of a proposal.

44.2 If:

44.2.1 a Trustee has become aware of a matter on which the Trustees need to take a decision;

44.2.2 that Trustee has taken all reasonable steps to make all the other Trustees aware of the matter and the decision;

44.2.3 the Trustees have had a reasonable opportunity to communicate their views on the matter and the decision to each other; and

44.2.4 the requisite majority of the Trustees (as set out in Article 45.1) vote in favour of a particular decision on that matter

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

- 44.3 Trustees participating in the taking of a majority decision otherwise than at a Trustees' meeting in accordance with this Article:
- 44.3.1 may be in different places, and may participate at different times; and
  - 44.3.2 may communicate with each other by any means including by email.
- 44.4 No decision shall be taken by the Trustees in accordance with this Article unless a quorum participates in the decision-making process. The quorum for Trustees' decision-making in accordance with this Article shall be the same as the quorum for Trustees' meetings as set out in Article 42 (as expressly varied by these Articles in some circumstances).
- 44.5 The Chair or such other Trustee as shall be appointed by the Trustees shall be the chair of the process of decision-making in accordance with this Article. The process shall include:
- 44.5.1 circulation of the proposed decision with an indication of the time period for discussion and the date by which Trustees are asked to cast their votes;
  - 44.5.2 the nomination of a person to whom all Trustees' votes must be communicated;
  - 44.5.3 if the requisite majority of the Trustees vote in favour of the decision, the nominated person shall communicate the decision to all the Trustees and the date of the decision shall be the date of the communication from the nominated person confirming formal approval; and
  - 44.5.4 the nominated person must prepare a minute of the decision in accordance with Article 53.
45. **Conflicts of interest**
- 45.1 Whenever a Trustee finds themselves in a situation that is reasonably likely to give rise to a Conflict of Interest, they must declare their interest to the Trustees unless, or except to the extent that, the other Trustees are or ought reasonably to be aware of it already.
- 45.2 Whenever a matter is to be discussed at a meeting or decided in accordance with 45 and a Trustee has a Conflict of Interest in respect of that matter then, subject to Article 47, they must:
- 45.2.1 remain only for such part of the meeting as in the view of the other Trustees is necessary to inform the debate;
  - 45.2.2 not be counted in the quorum for that part of the meeting or the decision-making process; and
  - 45.2.3 withdraw during the vote and have no vote on the matter.
- 45.3 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.

45.4 When a Trustee has a Conflict of Interest which they have declared to the Trustees, they shall not be in breach of their duties to the Guild by withholding confidential information from the Guild if to disclose it would result in a breach of any other duty or obligation of confidence owed by them.

**46. Trustees' power to authorise a conflict of interest**

46.1 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:

46.1.1 any matter which would otherwise result in a Trustee infringing their duty to avoid a situation in which they have a Conflict of Interest; and

46.1.2 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 46 shall be complied with and provided that nothing in this Article shall have the effect of allowing the Trustees to authorise a benefit that is not permitted in accordance with the Articles.

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

46.3 A Trustee shall not be accountable to the Guild for any benefit expressly permitted under these Articles which they or a person who is Connected with them derives from any matter or from any office, employment or position, provided where a Trustee or a person who is Connected with them has a Conflict of Interest or conflict of duties, the Trustee has complied with their obligations under these Articles in respect of that conflict.

**47. Register of Trustees' interests**

The Trustees shall cause a register of Trustees' interests to be kept.

## **PART 4**

### ***GUILD COUNCIL***

#### **48. Guild Council**

48.1 The Guild Council shall have the authority to:

48.1.1 scrutinise the activity of the Guild and the performance of the Guild's officers on behalf of the Students;

48.1.2 make, repeal and amend the Bylaws jointly with the Trustees in accordance with Article 50; and

48.1.3 perform any other duties as set out in the Articles and Bylaws.

48.2 The composition and proceedings of the Guild Council shall be set out in the Bylaws. No Student Member may hold more than one seat on the Guild Council at any one time.

## **PART 5**

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

#### **49. Bylaws**

The Trustees alone or the Guild Council with the Board of Trustees shall have the power from time to time to jointly make, repeal or amend Bylaws as to the management of the Guild and its working practices provided that such Bylaws shall not be inconsistent with these Articles.

#### **50. Communications by and to the Guild**

50.1 Subject to the Articles and the Companies Acts, any document or information (including any notice, report or accounts) sent or supplied by the Guild under the Articles or the Companies Acts may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by the Guild, including without limitation:

50.1.1 in Hard Copy Form;

50.1.2 in Electronic Form; or

50.1.3 by making it available on a website.

50.2 Where a document or information which is required or authorised to be sent or supplied by the Guild under the Companies Acts is sent or supplied in Electronic Form or by making it available on a website, the recipient must have agreed that it may be sent or supplied in that form or manner or be deemed to have so agreed under the Companies Acts (and not revoked that agreement). Where any other document or information is sent or supplied

in Electronic Form or made available on a website the Trustees may decide what agreement (if any) is required from the recipient.

- 50.3 Where a document or information which is required or authorised to be sent or supplied by the Guild under the Companies Acts is sent or supplied by making it available on a website, the Guild must notify the recipient that the document or information is available on the website in accordance with the Companies Acts.
- 50.4 Subject to the Articles, any notice or document to be sent or supplied to a Trustee in connection with the taking of decisions by Trustees may also be sent or supplied by the means by which that Trustee has asked to be sent or supplied with such notices or documents for the time being.

***Deemed delivery***

- 50.5 A Company Law Member present in person or by proxy at a meeting of the Guild shall be deemed to have received notice of the meeting and the purposes for which it was called.
- 50.6 Where any document or information is sent or supplied by the Guild to the Company Law Members:
- 50.6.1 where it is sent by post it is deemed to have been received 48 hours (including Saturdays, Sundays, and Public Holidays) after it was posted;
- 50.6.2 where it is sent or supplied by Electronic Means, it is deemed to have been received on the same day that it was sent;
- 50.6.3 where it is sent or supplied by means of a website, it is deemed to have been received:
- (a) when the material was first made available on the website; or
  - (b) if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.
- 50.7 Subject to the Companies Acts, a Trustee or any other person (other than in their capacity as a Company Law Member) may agree with the Guild that notices or documents sent to that person in a particular way are deemed to have been received within a specified time, and for the specified time to be less than 48 hours.

***Failed delivery***

- 50.8 Where any document or information has been sent or supplied by the Guild by Electronic Means and the Guild receives notice that the message is undeliverable:
- 50.8.1 if the document or information has been sent to a Company Law Member or Trustee and is notice of a Company Law Meeting of the Guild, the Guild is under no obligation to send a Hard Copy of the document or information to the Company Law Member's or Trustee's postal address as shown in the Guild's register of Company Law Members or Trustees, but may in its discretion choose to do so;

50.8.2 in all other cases, the Guild shall send a Hard Copy of the document or information to the Company Law Member's postal address as shown in the Guild's register of Company Law 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 (if any); and

50.8.3 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.

### ***Exceptions***

50.9 Copies of the Guild's annual accounts and reports need not be sent to a person for whom the Guild does not have a current address.

50.10 Notices of Company Law Meetings need not be sent to a Company Law Member who does not register an address with the Guild, or who registers only a postal address outside the United Kingdom, or to a Company Law Member for whom the Guild does not have a current address.

### ***Communications to the Guild***

50.11 The provisions of the Companies Acts shall apply to communications to the Guild.

### ***Communications with Student Members***

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

Further provisions governing the Guild's communications with its Student Members may be set out in the Bylaws.

## **51. Secretary**

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

51.1.1 anything authorised or required to be given or sent to, or served on, the Guild by being sent to its Secretary may be given or sent to, or served on, the Guild itself, and if addressed to the Secretary shall be treated as addressed to the Guild; and

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

## 52. **Minutes**

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

52.1.1 of all appointments of officers made by the Trustees;

52.1.2 of all resolutions of the Guild and of the Trustees (including without limitation decisions of the Trustees made without a meeting); and

52.1.3 of all proceedings at meetings of the Guild and of the Trustees, and of committees of Trustees, including the names of the Trustees present at each such meeting

and any such minute, if purported to be signed (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 Guild, be sufficient evidence of the proceedings.

52.2 The minutes referred to in Article 53.1 above must be kept for at least ten years from the date of the meeting, resolution or decision.

52.3 The minutes of the meetings referred to in Article 53.1 above shall normally be considered open and shall be available to the Student Members on the Guild's website, except where those minutes relate to any reserved or confidential matters, including without limitation staff-related or disciplinary matters. Copies of the minutes shall also be kept in the Guild's offices.

## 53. **Records and accounts**

53.1 The Trustees shall comply with the requirements of the Companies Acts and of the Charities Act 2011 as to maintaining a Company Law 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:

53.1.1 annual reports;

53.1.2 annual returns; and

53.1.3 annual statements of account.

53.2 The Student Members of the Guild have the right to ask the Trustees questions in writing about the content of any documents referred to in Article 53.1.

## 54. **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 unless a provision of the

Companies Acts specifies that such informality, irregularity or want of qualification shall invalidate it.

**55. Exclusion of model articles**

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

***TRUSTEES' INDEMNITY***

**56. Indemnity**

Without prejudice to any indemnity to which a Trustee may otherwise be entitled, every Trustee shall and every other officer or auditor of the Guild may be indemnified out of the assets of the Guild against any liability incurred by them 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 them by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Guild, 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.

## **DEFINITIONS AND INTERPRETATION**

### **57. Defined terms**

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

<b>Term</b>	<b>Meaning</b>
57.1.1 <b>“Academic Year”</b>	the period between 1st August in one year to the 31st July in the next year;
57.1.2 <b>“address”</b>	includes a postal or physical address and a number or address used for the purpose of sending or receiving documents by electronic means;
57.1.3 <b>“Articles”</b>	these articles of association of the Guild;
57.1.4 <b>“Appeals Committee”</b>	the appeals committee set up in accordance with the Bylaws
57.1.5 <b>“Appointments Committee”</b>	the appointments committee set up in accordance with the Bylaws
57.1.6 <b>“Board of Trustees” or “Board”</b>	the board of Trustees of the Guild;
57.1.7 <b>“Bylaws”</b>	the Bylaws setting out the working practices of the Guild made from time to time in accordance with Article 50;
57.1.8 <b>“Chair”</b>	the chair of the Board of Trustees as per Article 43
57.1.9 <b>“Chief Executive”</b>	the chief executive of the Guild who is appointed by the Board of Trustees;
57.1.10 <b>“circulation date”</b>	in relation to a written resolution, has the meaning given to it in the Companies Acts;
57.1.11 <b>“clear days”</b>	in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
57.1.12 <b>“Code of Practice”</b>	the code of practice relating to the University of Exeter’s obligations under Section 22 of the Education Act;

57.1.13 <b>“Companies Acts”</b>	means the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Guild;
57.1.14 <b>“Company Law Meeting”</b>	a meeting of the Company Law Members of the Guild for the purposes of the Companies Acts;
57.1.15 <b>“Company Law Member”</b>	means the company law members of the Guild for the purposes of the Companies Acts, being the Trustees from time to time, as defined in Article 10.1;
57.1.16 <b>“Conflict of Interest”</b>	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 Guild;
57.1.17 <b>“Connected” or “Connected Person”</b>	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 person living with a Trustee or their partner; 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;
57.2 <b>“Deputy Chair”</b>	The deputy-chair of the Board of Trustees as per Article 43;
57.2.1 <b>“document”</b>	Includes summons, notice, order or other legal process and includes, unless otherwise specified, any document sent or supplied in Electronic Form;
57.2.2 <b>“Education Act”</b>	the Education Act 1994;
57.2.3 <b>“Electronic Form” and “Electronic Means”</b>	have the meanings respectively given to them in Section 1168 of the Companies Act 2006;
57.2.4 <b>“financial expert”</b>	an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;
57.2.5 <b>“Guild”</b>	the company intended to be regulated by the Articles
57.2.6 <b>“Guild Council”</b>	the Student body elected by and from Students constituted in accordance with these Articles and the Bylaws;

57.2.7 <b>“Hard Copy” and “Hard Copy Form”</b>	Have the meanings respectively given to them in the Companies Act 2006;
57.2.8 <b>“Lay Trustee”</b>	a Trustee appointed in accordance with Article 25 who for the avoidance of doubt shall not be deemed to be either a major Guild office holder or a sabbatical Guild office holder for the purposes of Section 22 of the Education Act;
57.2.9 <b>“major union office holders”</b>	has the meaning given in Section 22 of the Education Act;
57.2.10 <b>“Member”</b>	the Company Law Members;
57.2.11 <b>“Officer Trustee”</b>	a Trustee elected in accordance with Article 23.1;
57.2.12 <b>“Ordinary Resolution”</b>	a resolution passed by a simple majority of Company Law Members voting either at a general meeting or by a written resolution in accordance with Article 20;
57.2.13 <b>“Policy”</b>	representative and campaigning policy set by Students in accordance with Article 17.4;
57.2.14 <b>“Public Holiday”</b>	Christmas Day, Good Friday and any day that is a bank holiday under the Banking and Financial Dealings Act 1971 in the part of the United Kingdom where the Union is registered;
57.2.15 <b>“RAG”</b>	the raise and give society which develops students by providing them with an opportunity to raise funds for charitable causes;
57.2.16 <b>“Referendum”</b>	a ballot in which all Student Members of the Guild are entitled to cast a vote, the protocol for which shall be set out in the Bylaws;
57.2.17 <b>“Secure Petition”</b>	a written request to the Guild which shall be fixed in a pre-arranged place or places or held securely on-line;
57.2.18 <b>“Special Resolution”</b>	a resolution passed by a 75% majority of Company Law Members voting either at a general meeting or by written resolution in accordance with Article 20;
57.2.19 <b>“Student”</b>	any individual who is formally registered for an approved programme of study provided by the University of Exeter. For the avoidance of doubt, the University of Exeter shall determine whether or not an individual has student status;

- 57.2.20 **“Student Member”** and Each and every Student registered at a course in Devon  
**“Student Membership”** who has not opted out by notifying the University of Exeter of their wish not to be a student member of the Guild;
- 57.2.21 **“Student Trustee”** a Trustee appointed in accordance with Article 24 who is a Student and who, for the avoidance of doubt, shall not be a major Guild office holder for the purposes of Section 22 of the Education Act;
- 57.2.22 **“Subsidiary Company”** any company in which the Guild 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;
- 57.2.23 **“Trustee” and “Trustees”** the directors of the Guild consisting of the Officer Trustees, the Student Trustees and the Lay Trustees;
- 57.2.24 **“University of Exeter”** University of Exeter, incorporated by Royal Charter in 1955
- 57.2.25 **“writing”** the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise; and
- 57.3 Subject to Article 58, 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.
- 57.4 Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the Companies Act 2006 as in force on the date when these Articles become binding on the Guild.