

The Companies Act 2006

Company Limited by Guarantee and not Having a Share Capital

**Memorandum
and
Articles of Association
of
Edge Hill Students' Union Limited**

The Companies Act 2006

Company Limited by Guarantee and not having a Share Capital

Memorandum of Association of Edge Hill Students' Union Limited

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

Name of each subscriber

Authentication by each subscriber

[Insert names of subscribers]

[Signature:

WITNESS to above signature:

Signature:

Name:

Address:]

Dated: **[Insert date on which company is established]**

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The Companies Act 2006

Company Limited by Guarantee and not having a Share Capital

Articles of Association of Edge Hill Students' Union Limited

BACKGROUND

- A. **Edge Hill Students' Union Limited** (the "Union") is a students' union within the meaning of the Education Act 1994. The Union is devoted to the educational interests and welfare of its Members.
- B. The Union will seek at all times to:
- (i) ensure that the diversity of its Membership is recognised and that equal access is available to all Members of whatever origin or orientation;
 - (i) pursue its aims and objectives independent of any political party or religious group; and
 - (ii) 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 Union in a professional manner. The Members enjoy the right, which must be exercised in accordance with charity law, to elect a proportion of the Trustees and to dismiss all of the Trustees. The Board of Trustees will give the utmost consideration to the views of Members.
- D. Under the Education Act 1994, **Edge Hill Students' Union Limited** 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 **Edge Hill University** in ensuring that the affairs of the Union are properly conducted and that the educational and welfare needs of the Union's Members are met.

PART 1

KEY CONSTITUTIONAL PROVISIONS

1. **Definitions and Interpretation**

The meanings of any defined terms used in these Articles are set out in Article 57. If any dispute arises in relation to the interpretation of these Articles or any of the Bye-Laws, it shall be resolved by the Board of Trustees.

2. **Name**

The name of the company is **Edge Hill Students' Union Limited**. In these Articles it is called "the Union".

3. **Registered office**

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

4. **Objects**

The objects of the Union are the advancement of education of Students at **Edge Hill University** for the public benefit by:

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

5. **Powers**

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

- 5.1 provide services and facilities for Members;
- 5.2 establish, support, promote and operate a network of student activities for Members;
- 5.3 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;
- 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 Union 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 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);
- 5.12 purchase or acquire all or any of the property, assets, liabilities and engagements of any charity with objects similar to the Union's objects;
- 5.13 pay out of the funds of the Union the costs of forming and registering the Union;
- 5.14 raise funds and invite and receive contributions from any person provided that the Union shall not carry out any taxable trading activities in raising funds;
- 5.15 borrow and raise money on such terms and security as the Union may think suitable including for the purposes of investment or of raising funds (but only in accordance with the restrictions imposed by the Charities Act 1993);
- 5.16 purchase, lease, hire or receive property of any kind including land, buildings and equipment and maintain and equip it for use;
- 5.17 sell, manage, lease, mortgage, exchange, dispose of or deal with all or any of its property (but only in accordance with the restrictions imposed by the Charities Act 1993);
- 5.18 make grants or loans of money and give guarantees;
- 5.19 set aside funds for special purposes or as reserves against future expenditure;

- 5.20 invest and deal with the Union's money not immediately required for its objects in or upon any investments, securities, or property;
- 5.21 delegate the management of investments to an appropriately experienced and qualified financial expert provided that:
- (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 Union to be held in the name of a nominee (being a company or a limited liability partnership registered or having an established place of business in England and Wales) under the control of the Trustees or a financial expert acting under their instructions and to pay any reasonable fee required;
- 5.23 lend money and give credit to, take security for such loans or credit and guarantee or give security for the performance of contracts by any person or company;
- 5.24 open and operate banking accounts and other facilities for banking and draw, accept, endorse, negotiate, discount, issue or execute negotiable instruments such as promissory notes or bills of exchange;
- 5.25 trade in the course of carrying out any of its objects 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), employ and pay employees and professionals or other advisors;
- 5.28 grant pensions and retirement benefits to employees of the Union and to their dependants and subscribe to funds or schemes for providing pensions and retirement benefits for employees of the Union and their dependants;
- 5.29 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:

- (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 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; or
- (d) 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 his or her 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

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

6. Limitation on private benefits

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

6.2 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:

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

6.2.2 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 6.3 shall apply;

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

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

6.3 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:

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

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

6.3.3 reasonable and proper remuneration to any Sabbatical Trustee or Connected Person for any goods or services supplied to the Union on the instructions of the Trustees provided that:

(a) for the avoidance of doubt, the authorisation under this provision shall extend to the remuneration of Sabbatical Trustees and Connected Persons under contracts of employment with the Union;

(b) subject to Article 6.3.3(a), 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 45 (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 45 (Conflicts of Interest) must be followed by the relevant Trustee in relation to any decisions regarding such Connected Person;

(e) subject to Article 6.6, 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;

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

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

6.3.6 reasonable and proper premiums in respect of indemnity insurance effected in accordance with Article 5.29;

6.3.7 any payments made to any Trustee or officer under the indemnity provisions set out at Article 56; and

6.3.8 any payments authorised in writing by the Charity Commission.

6.4 In Articles 6.2 and 6.3, references to the Union shall be read as references to the Union and/or any Subsidiary Company.

- 6.5 For any transaction authorised by Article 6.3 or Article 6.4, the Trustee's duty (arising under the Companies Act 2006) to avoid a conflict of interest with the Union shall be disapplied provided the relevant provisions of Article 6.3 or Article 6.4 have been complied with.
- 6.6 Where a vacancy arises on the Board of Trustees with the result that Article 6.3.3 applies to more than half of the Trustees, the Union may continue to pay remuneration to its Sabbatical Trustees and any Connected Persons receiving remuneration in accordance with Article 6.3.3 provided that the Union uses all reasonable endeavours to fill the vacancy as soon as possible.

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 Union in the event of its being wound up while he or she is a Company Law Member or within one year after he or she ceases to be a Company Law Member, for:

- 7.1 payment of the Union's debts and liabilities contracted before he or she ceases 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 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.

9. **Reviewing and Amending the Articles**

- 9.1 **Edge Hill University** shall be required to review the provisions of the Union's Articles of Association at intervals of not more than five years.
- 9.2 The approval of **Edge Hill University** shall be required for any amendments to the Union's Articles of Association.

PART 2

MEMBERSHIP

10. Members of the Union

10.1 The Members of the Union shall be as follows:

10.1.1 Student Members; and

10.1.2 Company Law Members

BECOMING AND CEASING TO BE A STUDENT MEMBER

11. Student Members

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

11.1.1 each and every Student who has not opted out by notifying **Edge Hill University** or Students' Union of his or her wish not to be a Student Member of the Union; and

11.1.2 the Sabbatical Trustees of the Union.

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

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

12. Termination of Membership

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

12.1 he or she ceases to be a Student. For the avoidance of doubt, this will include the situation where a Student Member's Student status with Edge Hill University is revoked by Edge Hill University.

12.2 he or she ceases to be a Sabbatical Officer;

12.3 he or she opts out of membership by giving written notice to the Union in accordance with the Bye-Laws; or

12.4 a decision is made to remove him or her from Student Membership of the Union in accordance with the Union's code of conduct.

BECOMING AND CEASING TO BE A COMPANY LAW MEMBER

13. Trustees as Company Law Members

13.1 The Trustees from time to time shall be the only Company Law Members of the Union

- 13.2 A Trustee shall become a Company Law Member on becoming a Trustee
- 13.3 The names of the Company Law Members of the Union 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 he or she ceases to be a Trustee.
- 14.2 Company Law Membership is not transferable and shall cease on death

15. Code of Conduct

- 15.1 The Board of Trustees will establish and monitor a 'code of conduct' that all Student Members shall be required to adhere to, including when Student Members are involved in activities or events that are administered or organised by the Union.
- 15.2 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 membership, including the holding of office.

REFERENDA

16. Referenda

- 16.1 A Referendum may be called on any issue by:
 - 16.1.1 a resolution of the Trustees; or
 - 16.1.2 a Secure Petition signed by at least **150** Student Members
 - 16.1.3 Referendum to pass a motion of no confidence in an Elected Officer will run in accordance with Article 25.1
- 16.2 Subject to Article 29.3, a resolution may only be passed by Referendum if at least **500** Student Members cast a vote in the Referendum and a simple majority of the votes cast are in favour of the resolution.
- 16.3 Referenda shall be conducted in accordance with these Articles and the Bye-Laws.
- 16.4 Subject to Article 29.3, the Student Members may set Policy by Referenda.

STUDENT MEMBERS' MEETINGS

17. Student Members' Meetings

- 17.1 The Union shall hold an annual Student Members Meeting once in each Academic Year which shall be called in accordance with the Bye-Law. It shall be held at such time and place as the Trustees shall think suitable to allow the maximum number of Student Members to attend.

- 17.2 The notice of the annual Student Members' Meeting must state the business to be transacted which shall include:
- 17.2.1 ratification of minutes of the previous annual Student Members' Meeting;
 - 17.2.2 receiving the report of the Trustees on the Union's activities since the previous annual Student Members' Meeting;
 - 17.2.3 receiving the accounts of the Union for the previous financial year;
 - 17.2.4 approving the list of affiliations of the Union; and
 - 17.2.5 open questions to the Trustees by the Student Members.
- 17.3 The Union may hold another Student Members' Meetings in addition to the annual Student Members' Meeting. Such meetings shall be called and held in accordance with the Bye-Laws.
- 17.4 For the avoidance of doubt, any Student Members' Meeting held under this article [17] shall not be a Company Law Meeting of the Union for the purposes of the Companies Acts.

COMPANY LAW MEETINGS

18. Company Law Meetings

- 18.1 The Trustees may call a Company Law Meeting at any time.
- 18.2 Such meetings must be held in accordance with the provisions regarding such meetings in the Companies Act.
- 18.3 A Company Law Meeting will only be required where the Union 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 Union's Articles of Association.

WRITTEN RESOLUTIONS

19. Written Resolutions

- 19.1 Subject to this Article [20], a written resolution agreed by:
 - 19.1.1 Company Law Members representing a simple majority; or
 - 19.1.2 (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.
- 19.2 On a written resolution each Company Law Member shall have one vote.

- 19.3 A written resolution is not a special resolution unless it stated that it was proposed as a special resolution.

Circulation

- 19.4 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 his or her agreement and the date by which the resolution must be passed if not to lapse.
- 19.5 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.
- 19.6 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.
- 19.7 Communications in relation to written resolutions must be sent to the Union's auditors in accordance with the Companies Acts.

Signifying agreement

- 19.8 A Company Law Member signifies his or her agreement to a proposed written resolution when the Union receives from him or her (or from someone acting on his or her behalf) and authenticated document:

19.8.1 Identifying the resolution to which it related; and

19.8.2 Indicating the Company Law Member's agreement to the resolution.

19.9 For the purposes of Article 20.8:

19.9.1 a document sent or supplied in Hard Copy Form is sufficiently authenticated if it is signed by the person sending or supplying it; and

19.9.2 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.

19.10 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).

PART 3

TRUSTEES

APPOINTMENT AND RETIREMENT OF TRUSTEES

20. **Appointment of Trustees**

The Trustees shall be made up of the following persons:

- 20.1 not more than **4** Sabbatical Trustees, elected in accordance with Article 21;
- 20.2 not more than **4** Student Trustees, recruited in accordance with Article 22;
- 20.3 not more than **6** External Trustees, appointed in accordance with Article 23.

21. **Sabbatical Trustees**

- 21.1 The Sabbatical Officers shall be elected by secret ballot by the Student Members of the Union at an election too be held in accordance with the Bye-Laws.
- 21.2 Up to **4** Sabbatical Officers shall be elected in accordance with Article 21.1 to posts specified in the Bye-Laws and each of these Sabbatical Officers shall also hold office as a Sabbatical Trustee until he or she ceases to be a Sabbatical Officer in accordance with article [28] or ceases to be a Sabbatical Officer in accordance with Articles [25] or [26]. Except where otherwise indicated, references in these Articles to “Sabbatical Trustees” are to individuals acting solely in their capacity as Sabbatical Trustees. Other Sabbatical Officers may be elected in accordance with Article [21.1] to other such posts as may be specified in the Bye-Laws from time to time but such Sabbatical Officers will not also hold office as Sabbatical Trustees The Sabbatical Officers shall remain in officer for a term of one year commencing in accordance with the Bye-Laws. The term of office may be shorter or longer on a transitional basis to coincide with an alteration of the year start or end. Subject to a transitional change in the year of office, a Sabbatical Officer may be re-elected for a maximum further term of one year by Student Members of the Union at an election to be held in accordance with the Bye-Laws. For the avoidance of doubt, a Sabbatical Officer’s terms of office may be either consecutive or non-consecutive.
- 21.3 Each Sabbatical Officer must be a Student or a Sabbatical Officer at the time of his or her election. In accordance with Article 10, a Sabbatical Officer shall become a Student Member of the Union on commencement of his or her appointment or re-appointment as a Sabbatical Trustee. Such Student Membership shall cease when the Sabbatical Officer ceases to be a Sabbatical Officer.
- 21.4 The Sabbatical Officers shall be deemed to be “major union office holders” for the purposes of Section 22 of the Education Act.
- 21.5 At the same time as commencing the term of office as a Sabbatical Officer, the Sabbatical Officer will enter into a contract of employment with the Union for a term to be determined by the Elections Bye-Law. The duties and method of remuneration of each Sabbatical Trustee shall be set out in a job description.

22. **Student Trustees**

- 22.1 Subject to Article 22.2 below, up to 4 Student Trustees shall be appointed.
- 22.2 Each Student Trustee must be a Student at the time of his or her appointment (and shall continue to be a Student for the duration of his or her term as a Student Trustee).
- 22.3 Student Trustees shall remain in office for the time in which they are a student enrolled at Edge Hill University.

23. External Trustees

- 23.1 Up to 6 External Trustees shall be appointed by a simple majority vote of the Appointments Committee.
- 23.2 Unless their appointment is terminated in accordance with Articles 24 to 26, External Trustees shall remain in office for a term of up to four years commencing on the date of the Board of Trustees meeting at which their appointment is ratified.
- 23.3 External Trustees may serve for a maximum of two terms which may either be consecutive or non-consecutive.

24. Disqualification, Resignation and Removal of Trustees

The office of a Trustee shall be vacated if:

- 24.1 that person ceases to be a Trustee by virtue of any provision of the Companies Act 2006 or is prohibited from being a company director by law;
- 24.2 he or she becomes prohibited by law from being a charity trustee;
- 24.3 in the case of a Sabbatical Trustee, he or she ceases to be a Sabbatical Officer or resigns as an employee of the Union;
- 24.4 in the case of a Student Trustee, he or she ceases to be a Student;
- 24.5 in the case of a Sabbatical Trustee or a Student Trustee, he or she is removed from Student Membership of the Union in accordance with the Union's code of conduct;
- 24.6 he or she resigns by notice to the Union (but only if at least five Trustees will remain in office when the notice of resignation is to take effect);
- 24.7 the Trustees reasonably believe he or she is suffering from mental or physical disorder and is incapable of acting as a trustee and they resolve that he or she be removed from office;
- 24.8 he or she fails to attend two consecutive meetings of the Trustees without previously submitting apologies to the Chair and in the opinion of the Trustees there are no mitigating circumstances for that failure and the Trustees therefore resolve that he or she be removed for this reason; or
- 24.9 he or she is removed from office under Article 25 or 26.

25. Removal Trustees by the Student Members

The office of a Trustee shall be vacated if:

- 25.1 a motion of no confidence in the Trustee is passed by a simple majority of the Student Members voting in a Referendum, provided that at least **500** Student Members cast a vote in the Referendum. Such a motion shall only be triggered by a Secure Petition of no confidence signed by at least **150** Student Members;

26. Removal of External Trustees by the Board

The office of External 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.

27. Removal of Elected Officers

An Elected Officer shall be removed from office if he or she;

- 27.1 Resigns or dies;

- 27.2 Is removed from office as an Elected Officer by;

- 27.2.1 A motion of no confidence in the Elected Officer passed by a simple majority of the Student Members voting in a Referendum, provided that at least 500 Student Members cast a vote in the Referendum. Such a motion shall only be triggered by a Secure Petition of no confidence signed by at least 150 Student Members

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

28. Replacement of Sabbatical Trustees and Student Trustees

- 28.1 If a Sabbatical Trustee resigns, is disqualified or is removed from office at any time prior to the commencement of the Academic Year, the vacancy that results on the board of Trustees shall be filled in accordance with the Elections Bye-Law.

- 28.2 If a Student Trustee resigns, is disqualified or is removed from office, a Student Trustee may be appointed to the vacancy in accordance with Article 22

- 28.3 If an External Trustee resigns, is disqualified or is removed from office, an External Trustee (as appropriate) shall be appointed to the vacancy in accordance with Article 23

TRUSTEES' POWERS AND RESPONSIBILITIES

29. Trustees' general authority

- 29.1 The Board of Trustees shall be responsible for the management and administration of the Union and (subject to the Education Act, these Articles and the Bye-Laws) may exercise all the powers of the Union.

- 29.2 The Board's powers under Article 29.1 shall include but not be limited to responsibility for:
- 29.2.1 the governance of the Union;
 - 29.2.2 the budget of the Union; and
 - 29.2.3 the strategy of the Union.
- 29.3 The Board of Trustees may override any decision or Policy made by the Student Members at an annual Student Members' meeting or by ordinary resolution in general meeting or by Referendum which the Trustees consider (in their absolute discretion):
- 29.3.1 has or may have any financial implications for the Union;
 - 29.3.2 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);
 - 29.3.3 is not or may not be in the best interests of the Union or all or any of its charitable objects; or
 - 29.3.4 will or may otherwise affect the discharge of any or all of the responsibilities referred to in Article 29.2.
- 29.4 No alteration of these Articles or the Bye-Laws shall invalidate any prior act of the Trustees which would have been valid if that alteration had not been made.
- 29.5 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:
- 29.5.1 was not properly appointed;
 - 29.5.2 was disqualified from holding office;
 - 29.5.3 had vacated office; or
 - 29.5.4 was not entitled to vote.

30. Trustees may delegate

- 30.1 Subject to the Articles, the Trustees may delegate any of the powers which are conferred on them under the Articles:
- 30.1.1 to such person or committee;
 - 30.1.2 by such means (including by power of attorney);
 - 30.1.3 to such an extent;
 - 30.1.4 in relation to such matters or territories; and
 - 30.1.5 on such terms and conditions

as they think fit.

30.2 If the Trustees so specify, any such delegation may authorise further delegation of the Trustees' powers by any person to whom they are delegated.

30.3 The Trustees may revoke any delegation in whole or part, or alter its terms and conditions.

31. Committees

31.1 In the case of delegation to committees:

31.1.1 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);

31.1.2 subject to Article 31.3, 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;

31.1.3 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;

31.1.4 no committee shall knowingly incur expenditure or liability on behalf of the Union except where authorised by the Trustees or in accordance with a budget which has been approved by the Trustees.

31.2 The Trustees shall establish the following committees (which is a non-exhaustive list) in accordance with their powers under Articles 30 and 31.1:

31.2.1 Executive Committee (as further described in Article 33);

31.2.2 Finance and Resources Committee; and

31.2.3 HR Committee.

31.3 For the avoidance of doubt, the Trustees may (in accordance with Articles 30 and 31.1) delegate all financial matters to any committee provided that such committee shall include at least one Trustee. The Trustees may empower such committee to resolve upon the operation of any bank account according to such mandate as it shall think fit provided that the signature of at least one Trustee shall be required for cheques above a certain amount as set out in the FINANCIAL REGULATIONS, and provided always that no committee shall incur expenditure on behalf of the Union except in accordance with a budget which has been approved by the Trustees.

31.4 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 Bye-Laws.

32. Delegation of day-to-day management powers to the Chief Executive

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

- 32.1 the delegated power shall be to manage the Union by implementing the policy and strategy adopted by and within a budget approved by the Trustees and if applicable to advise the Trustees in relation to such policy, strategy and budget;
- 32.2 the Trustees shall provide the Chief Executive with a description of his or her role and the extent of his or her authority;
- 32.3 the Chief Executive shall report regularly to the Trustees on the activities undertaken in managing the Union and provide them regularly with management accounts sufficient to explain the financial position of the Union; and
- 32.4 the Trustees shall provide the Chief Executive with a performance management structure to aid his or her work plan and development.

THE EXECUTIVE COMMITTEE

33. **The Executive Committee**

- 33.1 Unless the Trustees determine otherwise, the Executive Committee shall include:
 - 33.1.1 the Sabbatical Trustees; and
 - 33.1.2 Senior staff of the Students' Union
- 33.2 The Executive Committee's responsibility shall not include the duties of the Trustees as set out in Article 29 but shall include representation and campaigning work and the implementation of Policy save in so far as these responsibilities have not been delegated to another committee.

DECISION-MAKING BY TRUSTEES

34. **Directors 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 44.

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, 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.

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.
- 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 may be fixed from time to time by a decision of the Trustees, but it must never be less than seven. Unless otherwise fixed, the quorum shall be seven and such quorum must include a combination of at least five Sabbatical and Student Trustees and two external Trustees. Where the resolution or issue under discussion concerns a matter in respect of which some or all of the Trustees have a Conflict of Interest, the quorum shall be four.

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 Student Members to elect further Trustees.

42. Chair and Deputy Chair

42.1 The President shall be the Chair of the Trustees.

42.2 The Trustees shall appoint an External Trustee to be Deputy Chair of the Trustees and may at any time remove him or her from office. The role of the Deputy Chair will be to support the Chair.

42.3 In the absence of the Chair and the Deputy Chair, another Trustee appointed by the Trustees present shall preside as chair of the meeting.

43. Casting vote

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

44. Decisions without a meeting

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

44.2 A decision which is made in accordance with Article 44.1 shall be as valid and effectual as if it had been passed at a meeting duly convened and held, provided the following conditions are complied with:

44.2.1 approval from each Trustee must be received by one person being either such person as all the Trustees have nominated in advance for that purpose or such other person as volunteers if necessary ("the Recipient"), which person may, for the avoidance of doubt, be one of the Trustees;

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

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

44.2.4 the Recipient must prepare a minute of the decision in accordance with Article 63.

45. Trustee interests and management of conflicts of interest

Declaration of interests

45.1 Unless article 45.2 applies, a Trustee must declare the nature and extent of:

- 45.1.1 any direct or indirect interest which he or she has in a proposed transaction or arrangement with the Union; and
- 45.1.2 any duty or any direct or indirect interest which he or she has which conflicts or may conflict with the interests of the Union or his or her duties to the Union.

45.2 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

45.3 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, he or she is entitled to participate in the decision-making process, to be counted in the quorum and to vote in relation to the matter. Any uncertainty about whether a Trustee's interest or duty is likely to give rise to a conflict shall be determined by a majority decision of the other Trustees taking part in the decision-making process.

45.4 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, he or she may participate in the decision making process and may be counted in the quorum vote unless:

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

- (a)** any benefit received in his, her or its capacity as a beneficiary of the Union (as permitted under Article 6.3.1) and which is available generally to the beneficiaries of the Union
- (b)** the payment of premiums in respect of indemnity insurance effected in accordance with Article 5.29
- (c)** payment under the indemnity set out in Article 56 ; and
- (d)** reimbursement of expenses in accordance with Article 6.3.2; or

45.4.2 a majority of the other Trustees participating in the decision-making process decide to the contrary; in which case he or she must comply with Article 45.5

45.5 If a Trustee with a conflict of interest or conflict of duties is required to comply with this article (45.5) he or she must:

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

- 45.5.2 not be counted in the quorum for that part of the process; and
- 45.5.3 withdraw during the vote and have no vote in the matter.

Continuing duties to the Union

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

- 45.6.1 the Trustee shall not be in breach of his or her duties to the Union by withholding confidential information from the Union if to disclose it would result in a breach of any other duty or obligation of confidence owed by him or her; and
- 45.6.2 the Trustee shall not be accountable to the Union for any benefit expressly permitted under these Articles which he or she or any person Connected with him or her derives from any matter or from any office, employment or position.

46. **Register of Trustees' interests**

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

PART 4

ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS PROVISIONS

47. **Bye-Laws**

The Trustees shall have the power from time to time to jointly make, repeal or amend Bye-Laws as to the management of the Union and its working practices provided that such Bye-Laws shall not be inconsistent with these Articles.

48. **Communications by and to the Union**

Methods of communication

48.1 Subject to the Articles and the Companies Acts, any document or information (including any notice, report or accounts) sent or supplied by the Union 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 Union, including without limitation:

- 48.1.1 in Hard Copy Form;

48.1.2 in Electronic Form; or

48.1.3 by making it available on a website.

48.2 Where a document or information which is required or authorised to be sent or supplied by the Union 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.

48.3 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 which that Trustee has asked to be sent or supplied with such notices or documents for the time being.

Deemed delivery

48.4 A 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.

48.5 Where any document or information is sent or supplied by the Union to the Members:

48.5.1 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;

48.5.2 where it is sent or supplied by Electronic Means, it is deemed to have been received on the same day that it was sent;

48.5.3 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.

48.6 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 Union that notices or documents sent to that person in a particular way are deemed to have been received within a specified time, and for the specified time to be less than 48 hours.

Failed delivery

48.7 [Where any document or information has been sent or supplied by the Union by Electronic Means and the Union receives notice that the message is undeliverable:

48.7.1 if the document or information has been sent to a Company Law Member and is notice of a Company Law Meeting of the Union, the Union is under no obligation to send a Hard Copy of the document or information to the Company Law Member's postal address as shown in the Union's register of Company Law Members, but may in its discretion choose to do so;

48.7.2 in all other cases, the Union shall send a Hard Copy of the document or information to the Member's postal address as shown in the Union's register of Members (if any), or in the case of a recipient who is not a Member, to the last known postal address for that person (if any); and

48.7.3 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

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

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

[Communications to the Union

48.10 The provisions of the Companies Acts shall apply to communications to the Union.]

49.

50. **Secretary**

50.1 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:

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

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

51. **Minutes**

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

51.1.1 of all appointments of officers made by the Trustees;

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

51.1.3 of all proceedings at meetings of the Union and of the Trustees, and of committees of Trustees, including the names of the Trustees 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 Student Member or Trustee of the Union, be sufficient evidence of the proceedings.

51.2 The minutes referred to in Article 51 above must be kept for at least ten years from the date of the meeting, resolution or decision.

51.3 The minutes of the meetings referred to in Article 51 above shall normally be considered open and shall be available to the Members on the Union's website, except where those minutes relate to any reserved or confidential matters, including without limitation staff-related or disciplinary matters. Copies of the minutes shall also be kept in the Union's offices.

52. **Records and accounts**

52.1 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:

52.1.1 annual reports;

52.1.2 annual returns; and

52.1.3 annual statements of account.

52.2 The Student Members of the Union have the right to ask the Trustees questions in writing about the content of any documents referred to in Article 52.1.

53. **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.

54. **Patrons**

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

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 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 his or her favour or in which he or she is 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 his or her 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:

Term	Meaning
57.1.1 “Academic Year”	the period between August 1 st in one year to July 31 st in the next year determined by the Union as the period during which Students are required to be registered with Edge Hill University;
57.1.2 “address”	includes a number or address used for the purpose of sending or receiving documents by electronic means;
57.1.3 “Articles”	these articles of association of the Union;
57.1.4 “Board of Trustees” or “Board”	the board of Trustees of the Union;
57.1.5 “Bye-Laws”	the bye-laws setting out the working practices of the Union made from time to time in accordance with Article 47;
57.1.6 “Chair”	the chair of the Board of Trustees, who shall be the President of the Union in accordance with Article 42.1;
57.1.7 “chair of the meeting”	in the case of general meetings means the person chairing the meeting in accordance with Article 0 and in the case of Trustees’ meetings means the person chairing the meeting in accordance with Article 42;
57.1.8 “Chief Executive”	the chief executive of the Union who is appointed by the Board of Trustees;
57.1.9 “circulation date”	in relation to a written resolution, has the meaning given to it in the Companies Acts;
57.1.10 “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;
57.1.11 “Code of Practice”	the code of practice relating to Edge Hill University’s obligations under Section 22 of the Education Act;
57.1.12 “Companies Acts”	means the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Union;
57.1.13 “Conflict of Interest”	any direct or indirect interest of a Trustee (whether personal, by virtue of a duty of loyalty to another

	organisation or otherwise) that conflicts, or might conflict with the interests of the Union;
57.1.14 “Company Law Meeting	a general meeting of the Company Law Members of the Union for the purposes of the Companies Acts;
57.1.15 “Company Law Members”	members of the Union for the purposes of the Companies Acts, as defined in Article 13
57.1.16 “Connected Person”	any person falling within one of the following categories and where payment to that person might result in the Trustee obtaining benefit: (a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a Trustee; or (b) the spouse or civil partner of any person in (a); or (c) any person living with a Trustee or his or her 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;
57.1.17 “Deputy Chair”	the deputy chair of the Board of Trustees, who shall be appointed in accordance with Article 42.2;
57.1.18 “document”	includes, unless otherwise specified, any document sent or supplied in electronic form;
57.1.19 “Education Act”	the Education Act 1994;
57.1.20 “Elected Officers”	the Sabbatical Officers
57.1.21 “Effective Date”	the date on which the undertaking previously carried on by the unincorporated charity known as Edge Hill Students’ Union is transferred to the Union;
57.1.22 “electronic form”	has the meaning given in Section 1168 of the Companies Act 2006;
57.1.23 “the Executive Committee”	means the committee comprising the Sabbatical Officer and the Senior Students’ Union staff as further described in Article 33;
57.1.24 “External Trustee”	a Trustee appointed in accordance with Article 23 who for the avoidance of doubt shall not be deemed to be either a major union office holder or a sabbatical union office holder for the purposes of Section 22 of the Education Act;
57.1.25 “financial expert”	an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;

57.1.26	“hard copy” and “hard copy form”	have the meanings respectively given to them in the Companies Act 2006;
57.1.27	“Hour”	any full period of an hour but not including any part of a day that is a Saturday Sunday or Bank Holiday in England;
57.1.28	“Members”	members of the Union being Students at Edge Hill University as further defined in Article 11.1.1 and the Sabbatical Officer Trustees;
57.1.29	“NUS”	National Union of Students;
57.1.30	“Policy”	representative and campaigning policy set by Referenda or the Board of Trustees in accordance with Article 16 or by the Members in a general meeting or at an annual Members’ meeting
57.1.31	“President”	the president of the Union, as elected by the Members in accordance with the Elections Bye-Law;
57.1.32	“RAG”	the raise and give society which develops students by providing them with an opportunity to raise funds for charitable causes;
57.1.33	“Referendum”	a ballot in which all Members of the Union are entitled to cast a vote, the protocol for which shall be set out in the The Conduct of Referenda Bye-Law;
57.1.34	“Sabbatical Officers”	the individuals elected in accordance with Article 21 (each of whom is a ‘major office holder’ for the purposes of section 22 of the Education Act);
57.1.35	“Sabbatical Trustee”	a Trustee elected in accordance with Article 21;
57.1.36	“Secure Petition”	a written request to the Union which shall be fixed in a pre-arranged place or places or held securely on-line;
57.1.37	“Student”	any individual who is formally registered for an approved programme of study provided by Edge Hill University. For the avoidance of doubt, Edge Hill University shall determine whether or not an individual has student status;
57.1.38	“Student Trustee”	a Trustee appointed in accordance with Article 33 who is a Student and who, for the avoidance of doubt, shall not be a major union office holder for the purposes of Section 22 of the Education Act;

- 57.1.39 **“Student Member”** student members of the Union as defined in Article 11 and being from the Effective Date Students at Edge Hill University as further defined in Article 11.1.1 and the Sabbatical Officers;
- 57.1.40 **“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;
- 57.1.41 **“Trustee” and “Trustees”** the directors of the Union as defined in Article 20 and being from the Effective Date [the Sabbatical Trustees, the Student trustees and the External Trustees];
- 57.1.42 **“Union”** Edge Hill Students’ Union Limited;
- 57.1.43 **“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
- 57.1.44 **“Edge Hill University”** Edge Hill University, incorporated by an Act of Parliament on 1st April 1989.

57.1.45

- 57.2 Words importing the singular shall include the plural and vice versa and words importing the masculine shall include the feminine and vice versa.
- 57.3 Subject to Article 57.4, 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 Union.s

Bye-Laws

Bye-Law One

UNION MEMBERSHIP

Members of Edge Hill Students' Union Limited

1. UNION MEMBERSHIP

1.1 Every student shall be able to relinquish their right of Membership to the Union at any time.

To do this they must:

1.2 Do so in writing to the Union President and University Registrar at any point during their course.

1.3 The Union President will acknowledge receipt of such a request within ten (10) academic days in writing to the student and set out their rights as a student who is no longer a member of the Union.

2. Members who have opted out of the Union shall be entitled to:

2.1 Attend Members or General Meetings of the Union as observers only.

2.2 Hold membership of any Union Club, Society or Team.

2.3 Make use of any services or facilities of the Union upon suitable proof of student status.

2.4 Attend events organised by the Union.

3. Members who have opted out of the Union shall not be entitled to:

3.1 Participate in the democratic and decision making functions of the Union including not being able to stand or vote in any Students' Union elections including club, society or team committee members.

4. The Union President shall inform the University Governing Body annually of the number of students who exercise their right to opt out.

5. A student who has chosen to opt out may reinstate full membership of the Union by notification in writing to the Union President. If the application falls within twenty (20) academic days of nominations opening for a Union election, the student will not be eligible to take up the full privileges of membership until the election is concluded.

Bye-Law Two

THE CONDUCT OF REFERENDA

What may or may not be conducted in a referendum

6. **The Conduct of Referenda**

6.1 A Union referendum may exercise all powers which are necessary for the furtherance of the Union. But a referendum will not have the power to:

6.1.1 Decide on any matters relating to Union appointed staff members.

6.1.2 Mandate Union Officers or Trustees to break the law or contravene the Union Articles and Bye-laws.

7. In accordance with the 1994 Education Act and current charity law, the Union's Board of Trustees are legally responsible for the Union's finances. A referendum decision with financial implications for the Union does not override this legal duty.

8. The Union's Referendum Returning Officer (RRO), as appointed by the Board of Trustees, shall supervise the referendum in accordance with the Articles and Bye-Laws.

Bye-Law Three

ELECTIONS

How Elections should run

9. The Returning Officer

- 9.1 The Executive shall appoint a Returning Officer on an annual basis.
- 9.2 The Returning Officer will be responsible for the conduct and administration of all elections. They shall have the sole right to interpret all elections regulations.
- 9.3 The Returning Officer may not be a member or employee of the Union or be a member of Edge Hill University staff, but they may appoint an Assistant Returning Officer, who will normally be a Union staff member and will carry out delegated duties on their behalf.
- 9.4 The ruling of the Returning Officer will be final.

10. When Elections Should Happen

- 10.1 The Returning Officer shall ensure that the election of all Union Officers and Representatives takes place before the end of the spring term.
- 10.2 Within twenty (20) academic days of voting beginning, a copy of the election timetable and election bye-law will be made available to the Union membership.
- 10.3 Once elected, members shall commence their term in office from the 1st August that year and this shall expire on 31st July the following year. Flexibility of the start date due to a student's course of study will be dealt with on a case by case basis.
- 10.4 In contrary to 10.3 the delegation for NUS conference will be elected in October each year for attendance at NUS Conference in April of the following year.

11. Sabbatical Officers

- 11.1 To stand for election to represent a certain faculty, that candidate must be registered on a course of study within the respective academic faculty.
- 11.2 Should a faculty representation position not be filled during the elections, a bye-election will be held in accordance with point 3.1 and the elections bye-law.
- 11.3 Should a faculty representation position not be filled after both an election, and a bye-election, a second bye-election shall be held and the position be opened up to students from any faculty to stand for that position.

12. Liberation and Sections Officers

- 12.1 To stand for election to represent a certain liberation group or section group, the candidate must in the case of liberation groups self-define as part of that group or in the case of section groups be registered on a course of study respective of that group.
- 12.2 Should a liberations officer or sections officer position not be filled during the elections, a bye-election will be held in accordance with point 4.1 and the elections bye-law

12.3 Voting for all liberation and sections positions will be cross campus with the exception of Women's Officer which will only be made available to students who have registered as female with the University.

5. How to Become a Candidate

- 5.1 To become a candidate, the student must be a full member of the Union and have completed **both** the nomination form and manifesto document by the 12noon of the close of nominations. Both of these documents will be made available on the Union website.
- 5.2 Failure to submit a manifesto with the nomination form will invalidate the election nomination for that candidate. The manifesto must comply with the Union's Equality and Diversity policy.
- 5.3 Nominations for sabbatical positions will be open for a minimum of two (2) academic weeks.
- 5.4 Nominations for positions other than that of Sabbatical officers must be open for a minimum of 48 hours and will be set at the recommendation of the Returning Officer/ Assistant Returning Officer
- 5.5 Nominations will not be accepted from two or more members of the Union seeking election jointly for a single post.

6. Campaigning and Publicity

- 6.1 A maximum amount will be set for each election which will outline the amount that candidates may spend on their own resources. This amount will be set by the Returning Officer/ Assistant Returning Officer and be communicated at the start of each election. All resources will have a cost price determined by the Returning Officer or their assistant.
- 6.2 Candidates may not obstruct, deface or tamper with any other candidate's campaign material.
- 6.3 Candidates or members of their Campaign Team may not actively campaign in the following areas:
 - 6.3.1 Edge Hill Students' Union Offices
 - 6.3.2 Edge Hill University Library
 - 6.3.3 The Learning Innovation Centre (LINC building)
 - 6.3.4 Any dedicated IT suite on campus
- 6.4 Candidates must respect any University regulations on the positioning of posters or any other campaign material.
- 6.5 Any aggressive, offensive or malicious behaviour from candidates should be reported to the Returning Officer or their assistant as a complaint which will be dealt with accordingly.
- 6.6 Current Union elected officers must not campaign whilst actively engaged on Union business and current Sabbatical officers must book annual leave from their duties through the usual channels to campaign on their, or someone else's behalf.
- 6.7 Where a candidate has access to a singular opportunity or significant competitive advantage due to a personal relationship or circumstance which could be used as a campaign aid, they must either declare a cost at a level agreed with the Assistant Returning Officer or offer the opportunity to any rival candidate contesting the same position.

6.8 Any candidate found to be in breach of any of the above rules may, at the discretion of the Returning Officer, be disqualified from the elections.

7. How Students get to Vote

7.1 The Returning Officer or their assistant shall publicise a list of candidates' manifestos, no later than two (2) academic days after the close of nominations where voting is open for 4 academic days or more. For voting periods of less than 4 academic days then manifestos shall be publicised within 24 hours of nominations closing.

7.2 Students vote using an online system. All full members of the Union will log into the Union website (using University credentials) and vote.

7.3 Before being able to cast a vote online, voters shall see candidates' names and manifestos.

7.4 Re-Open Nominations (RON) shall be a candidate in all Union elections.

7.5 Voting will be by secret ballot and conducted in accordance with the rules for the operation of the alternative voting (AV) systems as defined by the Electoral Reform Society.

7.6 A contingency plan will be in place should there be any fault with the online system.

8. Declaration of Results

8.1 The Returning Officer shall inform the candidates when the election results will be announced and how candidates or their agents may scrutinise those results.

8.2 A list of successful candidates will normally be posted on the Union website within one working day following the declaration of results.

8.3 The results will be confirmed as final after one working day has passed providing no complaints about the count have been lodged with the Returning Officer. In the event of a complaint being received, the results shall remain provisional until the complaint has been resolved.

8.4 The Returning Officer should send a written copy of the result to the Union President, the University Vice Chancellor, Chair of the University Board of Governors and the Students' Union Board of Trustees.

8.5 Once the result of any election has been declared any digital records of the election should be retained by the Union or its agents for a period of six (6) months and shall remain confidential unless required by the Returning Officer and/or the University exercising their responsibilities under the 1994 Education Act.

9. Complaints

9.1 Any complaint concerning the good conduct of a candidate or the administration of the election should be received in writing by the Returning Officer before the close of the ballot.

9.2 Any complaint concerning the vote count of the election should be received in writing by the Returning Officer within twenty four (24) hours of the results being read.

9.3 Any challenge or complaint concerning the good conduct of a candidate, administration of the election or concern of the vote count will be heard and determined by the Returning Officer within two (2) academic days of such a complaint being lodged by any full member or the candidate or their nominee.

9.4 In determining a resolution to the complaint, the Returning Officer, after hearing all appropriate evidence may: not uphold the complaint; halt elections for specified post(s); refer to a disciplinary panel of the Union or

disqualify specified candidate (s) if, in their view, a candidate has breached election regulations or guidelines set out by the Returning Officer.

9.5 The ruling of the Returning Officer on any complaint shall be final.

10. Bye-Elections

10.1 If any Union position falls vacant, the Chair of the Board of Trustees in consultation with the CEO of the Union shall determine when a bye-election shall be called.

10.2 There shall be no more than two (2) bye-elections held in any academic year.

10.3 Bye-elections shall comply with this election bye-law with the exception of the following:

10.3.1 Within fifteen (15) academic days of voting beginning, a copy of the election timetable and election bye-law must be made available to the Union membership.

10.3.2 Once elected, members shall commence their term in office from the declaration of results (assuming no complaints are made) until the 31st July that academic year.

10.4 Nominations for Sabbatical positions will be open for a minimum of one (1) academic week. Nominations for positions other than that of Sabbatical officers must be open for a minimum of 48 hours and will be set at the recommendation of the Returning Officer/ Assistant Returning Officer

Bye-Law Four

AFFILIATIONS

How affiliations are dealt with

13. The definition of affiliation is to become an official member of a specific group or organisation.
 - 13.1 In the event of a challenge to an existing affiliation to any external organisation, a petition signed by at least one hundred (100) full members of the Union must be submitted to the Union President who shall then call a referendum on the issue. Referendum on the same affiliation cannot be called more than once in the same academic year.
 - 13.2 New affiliations will be passed by the Board of Trustees.