

**Articles of Association**  
**of**  
**Roehampton Students' Union**  
**Company Number: 07323081**  
**Charity Number: 1139857**

**Incorporated on 22 July 2010**  
**Articles Adopted on XX XXXX 2026**

## Background

- (A) This is the governing document of Roehampton Students' Union (known as the "**Union**" in this document).
- (B) The Union is a charity (as defined in the Charities Act 2011) and also a students' union (as defined in the Education Act 1994).
- (C) These Articles have been structured to put the Student Members at the democratic heart of decision-making and the setting of Policy; while affording a reasonable margin of discretion to the Trustees to discharge their duties under charity law – to ensure that the Union is run prudently and effectively.
- (D) The Union will seek at all times to ensure that the diversity of its Student Membership is recognised, and that equal access is available to all Students of whatever origin or orientation. It will pursue its aims and objectives independently of any political party or religious group; and will pursue equal opportunities by taking positive action within the law to facilitate participation of groups discriminated against by society.
- (E) Under the Education Act 1994, Roehampton University has a statutory duty to ensure that the Union operates in a fair and democratic manner and is held to proper account for its finances. The Union therefore works alongside Roehampton University in ensuring that the affairs of the Union are properly conducted and that the educational and welfare needs of the Students are met.

# Articles of Association of Roehampton Students' Union

## PART I – CHARITABLE STATUS AND CAPACITY

### OBJECTS AND POWERS

#### 1. **Objects**

The objects of the Union are the education of Students at Roehampton University for the public benefit by:

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

#### 2. **Powers**

The Union has power to do anything which helps to promote its objects. For the avoidance of doubt (and without limitation) it may:

##### ***Services and Student activities***

- 2.1 provide services and facilities for Students;
- 2.2 establish, support, promote and operate a network of student activities for Students;
- 2.3 support any Raising and Giving (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);

##### ***Manage its finances***

- 2.4 raise funds;
- 2.5 borrow money (including, without limitation, for the purposes of investment or raising funds);
- 2.6 accept or disclaim gifts (of money and/or other property);
- 2.7 lend money and give credit to any person or company, take security for such loans or credit, and guarantee or give security for the performance of contracts by any person or company;

- 2.8 invest money not immediately required for its objects in or upon any investments, securities, or property;
- 2.9 set aside funds for particular reasons, or as reserves;
- 2.10 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments; and
- 2.11 give guarantees or other security for the repayment of money borrowed, for a grant, or for the discharge of an obligation (but only in accordance with the restrictions in the Charities Act 2011).

***Manage its property affairs***

- 2.12 dispose of, or deal with, all or any of its property (but only in accordance with the restrictions in the Charities Act 2011);
- 2.13 acquire or rent property of any kind and any rights or privileges in and over property and construct, maintain, alter and equip any buildings or facilities;
- 2.14 arrange for investments or other property of the Union to be held in the name of a nominee or nominees (and pay any reasonable fee for this);
- 2.15 impose (revocable or irrevocable) restrictions on the use of any property of the Union, including (without limitation) by creating permanent endowment;
- 2.16 incorporate and acquire subsidiary companies; and
- 2.17 insure the property of the Union against any foreseeable risk and take out other insurance policies as are considered necessary by the Trustees to protect the Union;

***Work with other organisations***

- 2.18 establish and support (or aid in the establishment and support of) any other organisations, execute charitable trusts and subscribe, lend or guarantee money or property for charitable purposes;
- 2.19 become a member, associate or affiliate of or act as trustee or appoint trustees of any other organisation (including without limit any charitable trust, including a charitable trust of permanent endowment property held for any of the charitable purposes included in the Union's objects);
- 2.20 co-operate with charities, voluntary bodies, statutory authorities and other bodies and exchange information and advice with them; and
- 2.21 amalgamate or merge with or acquire or undertake all or any of the property, liabilities and engagements of any body;

***Manage its day-to-day operations***

- 2.22 subject to Article 3 (Limitation on private benefit):
  - 2.22.1 engage and remunerate staff and advisers;
  - 2.22.2 make reasonable provision for the payment of pensions and other benefits to or on behalf of employees and their spouses and dependants; and
  - 2.22.3 enter into compromise and settlement arrangements with them;
- 2.23 alone or with other organisations, seek to influence public opinion and 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 those which an English and Welsh charity may properly undertake; and
- 2.24 provide indemnity insurance for:
  - 2.24.1 the Trustees, in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011; and
  - 2.24.2 officers who are not Trustees, subject to such conditions as the Trustees shall determine.

**LIMITATION ON PRIVATE BENEFIT**

**3. Limitation on private benefit**

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

**3.2 Permitted benefits to Company Law Members**

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 Company Law Member. This shall not prevent a Company Law Member from:

3.2.1	receiving a benefit in their capacity <b>as a beneficiary</b> of the Union;
3.2.2	buying or receiving <b>goods and/or services</b> from the Union, or <b>being employed by</b> , or <b>receiving remuneration</b> from, the Union on reasonable and proper terms (provided that if such Company Law Member is a Trustee Articles 3.3 to 3.6 shall apply);
3.2.3	receiving <b>interest</b> at a reasonable and proper rate on money lent by any Company Law Member to the Union;

3.2.4	receiving reasonable and proper <b>rent</b> for premises let by any Company Law Member to the Union;
3.2.5	taking part in the <b>normal trading and fundraising activities</b> of the Union on the same terms as members of the public; and
3.2.6	receiving any payments where that Company Law Member is also a Trustee and the payments are permitted under Articles 3.3 to 3.6.

### 3.3 ***Permitted benefits to Trustees and Connected persons***

No Trustee may:

- 3.3.1 sell goods, services or any interest in land to the Union;
- 3.3.2 be employed by, or receive any remuneration from, the Union; or
- 3.3.3 receive any other financial benefit from the Union

unless the payment is permitted by Articles 3.4 or 3.5 or authorised by the court or the Charity Commission (or in relation to which the Charity Commission has confirmed that its consent is not required).

### 3.4 A Trustee may receive the following benefits from the Union:

3.4.1	a Trustee or a person who is Connected with a Trustee may receive a benefit from the Union in their capacity <b>as a beneficiary</b> of the Union;
3.4.2	a Trustee or a person who is Connected with a Trustee may be reimbursed by the Union for, or may pay out of the Union's property, <b>reasonable expenses</b> properly incurred by them when acting on behalf of the Union;

3.4.3 a Sabbatical Officer, Student Trustee or a person who is Connected with a Trustee may be paid reasonable and proper remuneration for any **goods or services** supplied to the Union on the instructions of the Trustees, provided that:

- (a) for the avoidance of doubt, the authorisation under this provision shall extend to the remuneration of Sabbatical Officers, Student Trustees and persons Connected with a Trustee under contracts of employment with the Union;
- (b) the amount or maximum amount of the remuneration is set out in an agreement in writing between the Union and the relevant 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 3.4.3(b) the Trustees must be satisfied that it would be in the best interests of the Union for the goods or services to be provided by the relevant Trustee or the person Connected with a Trustee for the amount or maximum amount set out in that agreement;
- (d) subject to Article 3.4.3(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 19 (Conflicts) 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 19 must be followed by the relevant Trustee in relation to any decisions regarding such person; and
- (g) subject to Article 3.6, this provision and Article 3.5.3 may not apply to more than half of the Trustees in any Academic 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).

3.4.4 a Trustee or a person who is Connected with a Trustee may receive **interest** at a reasonable and proper rate on money lent to the Union;

3.4.5	a Trustee or a person who is Connected with a Trustee may receive reasonable and proper <b>rent</b> for premises let to the Union;
3.4.6	a Trustee or a person who is Connected with a Trustee may take part in the normal <b>trading and fundraising activities</b> of the Union on the same terms as members of the public;
3.4.7	the Union may pay reasonable and proper premiums in respect of <b>indemnity insurance</b> effected in accordance with Article 2.25;
3.4.8	a Trustee or person who is Connected with a Trustee may <b>receive goods and/or services</b> from the Union on reasonable and proper terms;
3.4.9	a Trustee or other officer of the Union may receive payment under an indemnity from the Union in accordance with the <b>indemnity</b> provisions set out at Article 5,

provided that where benefits are conferred under Article 3, Article 19 (Conflicts) must be complied with by the relevant Trustee in relation to any decisions regarding the benefit.

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

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

3.5.1	a Trustee or a person who is Connected with a Trustee may receive a benefit from any Subsidiary Company in their capacity <b>as a beneficiary</b> of the Union or of any Subsidiary Company;
3.5.2	a Trustee or a person who is Connected with a Trustee may be reimbursed by any Subsidiary Company for, or may pay out of any Subsidiary Company's property, <b>reasonable expenses</b> properly incurred by them when acting on behalf of any Subsidiary Company;
3.5.3	a Trustee or a person who is Connected with a Trustee may be paid reasonable and proper remuneration by any Subsidiary Company for <b>any goods or services supplied to any Subsidiary Company</b> , with the prior approval of the Trustees, (including services performed under a contract of employment with any Subsidiary Company or otherwise) provided that, subject to Article 3.6, this provision and Article 3.4.3 may not apply to more than half of the Trustees in any Academic Year (and for these purposes this provision shall be treated as applying to a Trustee if it applies to a person who is Connected with that Trustee);

3.5.4	a Trustee or a person who is Connected with a Trustee may, with the prior approval of the Trustees, receive <b>interest</b> at a reasonable and proper rate on money lent to any Subsidiary Company;
3.5.5	a Trustee or a person who is Connected with a Trustee may take part in the <b>normal trading and fundraising activities</b> of the Union or that Subsidiary Company on the same terms as members of the public;
3.5.6	a Trustee or person who is Connected with a Trustee may <b>receive goods and/or services</b> from a Subsidiary Company on reasonable and proper terms;
3.5.7	a Trustee or a person who is Connected with a Trustee may, with the prior approval of the Trustees, receive reasonable and proper <b>rent</b> for premises let to any Subsidiary Company;
3.5.8	any Subsidiary Company may pay reasonable and proper premiums in respect of <b>indemnity insurance</b> for its directors and officers;
3.5.9	a Trustee or a person who is Connected with a Trustee may receive payment under an indemnity from any Subsidiary Company in accordance with the constitution of the relevant Subsidiary Company;
provided that the affected Trustee may not take part in any decision of the Trustees to approve a benefit under Articles 3.5.3, 3.5.4 or 3.5.7.	

- 3.6 Where a vacancy arises on the board of Trustees with the result that Articles 3.4.3 and 3.5.3 applies to more than half of the Trustees, the Union may continue to pay remuneration to its Sabbatical Officers and Student Trustees and any person who is Connected with a Trustee who is receiving remuneration in accordance with Articles 3.4.3 or 3.5.3 provided that the Union uses all reasonable endeavours to fill the vacancy as soon as possible.

## LIMITATION OF LIABILITY AND INDEMNITY

### 4. Liability of Company Law Members

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

- 4.1 payment of the Union's debts and liabilities contracted before they ceased to be a Company Law Member;
- 4.2 payment of the costs, charges and expenses of winding up; and

4.3 adjustment of the rights of the contributors among themselves.

**5. Indemnity**

Without prejudice to any indemnity to which a Trustee or other officer may otherwise be entitled:

5.1 every Trustee and every former Trustee of the Union shall be indemnified out of the assets of the Union in relation to any liability incurred by them in that capacity but only to the extent permitted by the Companies Acts; and

5.2 every other officer of the Union may be indemnified out of the assets of the Union in relation to any liability incurred by them in that capacity, but only to the extent permitted by the Companies Acts.

**WINDING UP**

**6. Winding up**

6.1 At any time before, and in expectation of, the winding up or dissolution of the Union, the Company Law Members or, subject to any such resolution, the Trustees, may resolve that any net assets of the Union after all its debts and liabilities have been paid, or provision made for them, shall on the winding up or dissolution of the Union be applied or transferred in any of the following ways:

6.1.1 directly for the objects of the Union; or

6.1.2 to any charity or charities:

(a) for purposes similar to the objects of the Union; or

(b) for use for particular purposes that fall within the objects of the Union.

6.2 In no circumstances shall the net assets of the Union be paid to or distributed among the Company Law Members under this Article 6.

6.3 If no resolution is passed in accordance with Article 6.1 the net assets of the Union shall be applied for such charitable purposes as are directed by the Charity Commission.

## **PART II – Membership and Democracy**

### **7. Student Voice**

7.1 There is a process known as “Student Voice” by which Student Members of the Union express democratic views by:

7.1.1 Voting on matters of Policy; and

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

7.2 Student Voice procedures under this Article 7 may include conferences, referendums and other events (including virtual or online events) and shall be conducted in accordance with a timetable and process set out in the Bye-laws.

7.3 For the purposes of these Articles, the Student Members of the Union are all Students who have not ceased to be Student Members under Article 7.4, and the Sabbatical Officers.

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

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

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

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

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

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

### **7.7 Education Act 1994**

In accordance with the requirements of the Education Act 1994, the Union shall:

7.7.1 publish financial reports annually or more frequently (“**Financial Reports**”);

7.7.2 make its Financial Reports available to Roehampton University and all Students;

- 7.7.3 include in its Financial Reports a list of the external organisations to which the Union has made donations in the period to which the report relates, and details of those donations;
- 7.7.4 have in place a fair written procedure for allocating resources to groups or clubs, which shall be freely accessible to all Students;
- 7.7.5 publish notice of any decision to Affiliate, stating:
- (a) the name of the external organisation; and
  - (b) details of any subscription or similar fee paid or proposed to be paid, and of any donation made or proposed to be made, to the external organisation,
- and make such notice available to Roehampton University and all Students;
- 7.7.6 publish a report annually or more frequently containing:
- (a) a list of the external organisations to which the Union is currently Affiliated; and
  - (b) details of subscriptions or similar fees paid, or donations made, to such external organisations in the past year (or since the last report),
- and make such reports available to Roehampton University and all Students;
- 7.7.7 have in place procedures for the review of Affiliations under which:
- (a) the current list of Affiliations is submitted for approval by the Student Members annually or more frequently; and
  - (b) if requested to do so by at least 5% of the Student Members at intervals of not less than a year, the Union shall hold a secret ballot (on which all Student Members are entitled to vote) to decide whether the Union should continue its Affiliation to any particular organisation; and
- 7.7.8 have in place a complaints procedure, made available to all Students or groups of Students who are dissatisfied in their dealings with the Union or claim to be unfairly disadvantaged by reason of their having exercised the right to opt out of Student Membership under these Articles, which shall:
- (a) include provision for an independent person appointed by Roehampton University to investigate and report on complaints; and
  - (b) provide for complaints to be dealt with promptly and fairly and, where a complaint is upheld, for there to be an effective remedy,
- 7.7.9 and references to Roehampton University in this Article 7.7 shall be interpreted as references to the executive governing body which has responsibility for the conduct

of affairs of that institution and the management and administration of its revenue and property.

**8. Company Law Members**

8.1 The Company Law Members of the Union shall be the Student Members from time to time.

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

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

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

8.5 The Trustees:

8.5.1 may create categories of Company Law Membership with different subscriptions or benefits and may alter such benefits and subscriptions at any time. They may not alter voting rights. To the extent that any class rights (as defined in the Companies Acts) are created under this Article, those rights can be varied by special resolution of the members (without the need for separate consents from the members of affected classes); and

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

## **PART III – Trustees and Sabbatical Officers**

### **ROLE OF THE OFFICERS**

#### **9. SABBATICAL OFFICERS**

- 9.1 In an Academic Year (and subject to any vacancies) the Union has up to 4 Sabbatical Officers.
- 9.2 In a particular Academic Year, the Sabbatical Officers are those who:
- 9.2.1 Have met the Eligibility Criteria, and been elected in a Cross-Campus Ballot (a “**Sabbatical Officer Elect**”); and
- 9.2.2 Are serving as both a Trustee and an employee of the Union in accordance with this Article.
- 9.3 For the purposes of the Education Act 1994, the Sabbatical Officers (but not the other Trustees) are Major Union Office Holders.
- 9.4 Subject to these Articles, the Trustees will offer a Sabbatical Officer Elect employment on terms that they consider appropriate, which will cover the relevant Academic Year, and which may include such handover period thought appropriate (noting that they will not be a Sabbatical Officer outside of the Academic Year subject to any transitional provisions under Article 21.2).

#### ***Interim appointments***

- 9.5 The Trustees may (in consultation with Student Voice in such manner as they deem appropriate) make such lawful arrangements as they consider appropriate to deal with vacancies arising among the Sabbatical Officers, including:
- 9.5.1 Undertaking an appropriate process to find a replacement (as an employee or Trustee) to fill the position for the remainder of the Academic Year (noting the requirement in the Education Act 1994 for all Major Union Office Holders to be elected by Cross-Campus Ballot); or
- 9.5.2 Making no appointment (but making other appropriate arrangements such as increasing the mandates of the other Sabbatical Officers).

#### **10. Part-Time Officers**

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

## THE ROLE OF THE TRUSTEES

### 11. **Management of the Union's business**

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

### 12. **Ability to delegate**

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

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

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

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

#### ***Delegating to a committee***

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

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

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

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

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

#### ***Delegating investment management***

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

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

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

- 12.5.3 the performance of the investments is reviewed regularly with the Trustees;
- 12.5.4 the Trustees are entitled to cancel the delegation arrangement at any time;
- 12.5.5 the investment policy and the delegation arrangements are reviewed regularly;
- 12.5.6 all payments due to the Financial Expert or Financial Experts are on a scale or at a level which is agreed in advance; and
- 12.5.7 the Financial Expert or Financial Experts must not do anything outside the powers of the Trustees.

### ***Appointing agents***

- 12.6 The Trustees may (by power of attorney or otherwise) appoint any person to be the agent of the Union for such purposes and on such conditions as they decide.

### **13. Chair**

- 13.1 The Trustees must appoint one of their number to act as the Chair of the Trustees and may at any time remove them from that office.
- 13.2 The Trustees must appoint one of their number to act as the Deputy Chair of the Trustees and may at any time remove them from that office. The role of the Deputy Chair will be to support the Chair.
- 13.3 For the avoidance of doubt, the offices of Chair and Deputy Chair must comprise one Sabbatical Officer and one Lay Trustee. The Trustees shall ensure that no appointment is made that results in both offices being held by Lay Trustees or both offices being held by Sabbatical Officers.

### **14. Rules**

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

## **HOW TRUSTEES MAKE DECISIONS**

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

Any decision of the Trustees must be either:

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

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

## 16. **Calling a Trustees' meeting**

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

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

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

16.3.1 the day and time of the meeting;

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

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

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

## 17. **Procedure for Trustees' meetings**

### ***Quorum***

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

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

17.2.1 Four including at least two who are either a Sabbatical Officer or a Student Trustee; or

17.2.2 Where one or more Sabbatical Officers or Student Trustees has a conflict of interest which means they could not vote on the matter under discussion, four.

### ***Virtual / hybrid meetings are acceptable***

17.3 Meetings do not need to take place in one physical place. Trustees participate in (and form part of the quorum in relation to) a Trustees' meeting, or part of a Trustees'

meeting, when they can contemporaneously communicate with each other by any means. If all the Trustees participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

***Chair and casting vote***

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

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

**18. Decisions without a meeting**

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

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

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

18.2.2 a majority of the Trustees have indicated to the Facilitator that they approve the proposed decision.

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

**19. Conflicts**

***Declaration of interests***

19.1 A Trustee must declare the nature and extent of:

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

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

### ***Involvement in decision-making***

- 19.2 A Trustee's entitlement to participate in decision-making in relation to a matter depends on whether:
- 19.2.1 their situation could reasonably be regarded as likely to give rise to a conflict of interest or duties in respect of the Union (a "**Potential Conflict Situation**"); or
- 19.2.2 this is not the case (a "**No Conflict Situation**").

Any uncertainty about whether a situation is a Potential Conflict Situation or a No Conflict Situation in relation to a matter shall be decided by a majority decision of the other Trustees taking part in the relevant decision.

- 19.3 A Trustee in a No Conflict Situation can participate in the decision-making process, be counted in the quorum and vote in relation to the relevant matter.
- 19.4 A Trustee in a Potential Conflict Situation can participate in the decision-making process, be counted in the quorum and vote in relation to the relevant matter, unless:
- 19.4.1 a majority of the other Trustees taking part in the relevant decision decide otherwise; or
- 19.4.2 subject to Article 19.4.3, the decision could result in the Trustee or any person who is Connected with them receiving a benefit;
- in which case Article 19.5 applies to the decision.
- 19.4.3 the following benefits are not counted for the purposes of Article 19.4.2:
- (a) any benefit received by any person in their capacity as a beneficiary of the Union (see Article 3.4.1) which is available generally to the beneficiaries of the Union;
  - (b) a benefit received under Article 3.4.6 or 3.4.8;
  - (c) the payment of premiums in respect of indemnity insurance (see Article 3.4.7);
  - (d) payment under the indemnity in Article 5;
  - (e) approval of trustee expenses policies or reimbursement of expenses (see Article 3.4.2); or
  - (f) any benefit authorised by the court or the Charity Commission under Article 3.3, so long as any conditions accompanying that authorisation are complied with.

- 19.5 If this Article 19.5 applies, the relevant Trustee must:
- 19.5.1 take part in the relevant decision-making process only to such extent as in the view of the other Trustees is necessary to inform the debate;
  - 19.5.2 not be counted in the quorum for that part of the process; and
  - 19.5.3 withdraw during the vote (if applicable) and have no vote on the matter.

***Continuing duties to the Union***

- 19.6 Where a Trustee or person Connected with them has a conflict of interest or conflict of duties and the Trustee has complied with their obligations under these Articles in respect of that conflict:
- 19.6.1 the Trustee shall not be in breach of their duties to the Union by withholding confidential information from the Union if to disclose it would result in a breach of any other duty or obligation of confidence owed by them; and
  - 19.6.2 the Trustee shall not be accountable to the Union for any benefit expressly permitted under these Articles which they or any person Connected with them derives from any matter or from any office, employment or position.

**20. Validity of Trustee actions**

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

**APPOINTMENT AND REMOVAL OF TRUSTEES**

**21. Trustees**

21.1 The board of Trustees shall be made up of:

21.1.1 The Sabbatical Officers;

21.1.2 Up to 4 Student Trustees, appointed in accordance with Article 21.3; and

21.1.3 4 Lay Trustees, appointed in accordance with Article 21.4.

21.1.4 The maximum number of trustees is 12.

**21.2 Sabbatical Officers and Trusteeship**

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

- (a) Becomes a Trustee on the first day of the Academic Year in respect of which they were elected; and
- (b) Ceases to be a Trustee immediately before the start of the first day of the following Academic Year.

***Suspension and removal of Sabbatical Officers***

- 21.2.2 If a Sabbatical Officer is suspended from their employment, they automatically cease to be a Trustee with effect from the effective date of their suspension but are automatically reappointed when the employment suspension is lifted, for the remainder of the original term of office.
- 21.2.3 An individual ceases to be a Sabbatical Officer if they cease to be an employee of the Union, or are removed by a Vote of No Confidence; or cease to be a Trustee in accordance with Article 22.

**21.3 Student Trustees**

- 21.3.1 When vacancies arise (or are to arise) among the Student Trustees, the Trustees will specify:
  - (a) The number of vacancies; and
  - (b) The start date and term of office subject to the Articles (which would typically be a term of approximately two years broadly coinciding with Academic Years).
- 21.3.2 Vacancies shall be filled from candidates who satisfy the Eligibility Criteria in accordance with a procedure established in Student Voice.
- 21.3.3 A Student Trustee must be a Student Member for the duration of their tenure (and shall cease to be a Student Trustee if they cease to be a Student Member). They may serve a maximum of two terms of office as a Student Trustee.
- 21.3.4 A Student Trustee ceases to be a Trustee if they are removed by a Vote of No Confidence, or cease to be a Trustee in accordance with Article 22.

**21.4 Lay Trustees**

- 21.4.1 Lay Trustees may be appointed by the Trustees from time to time.
- 21.4.2 Lay Trustees will serve terms of up to four years in accordance with the Bye-Laws, and may serve for up to two terms as a Lay Trustee.

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

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

- 22.1 they cease to be a director, or become prohibited from being a director or charity trustee, by law;
- 22.2 the Trustees reasonably believe that the Trustee has become physically or mentally incapable of managing their own affairs and they resolve to remove the Trustee from office;
- 22.3 they notify the Union in writing that they are resigning from office, and any period of time specified in such notice has passed (but only if at least a quorum of Trustees will remain in office when such resignation has taken effect);
- 22.4 they fail to attend three consecutive meetings of the Trustees and the Trustees resolve that they be removed for this reason;
- 22.5 at a meeting of the Trustees at which at least half of the Trustees are present, a resolution is passed that the Trustee is removed from office. Such a resolution shall not be passed unless the Trustee has been given at least 14 Clear Days' notice that the resolution is to be proposed, specifying the circumstances underlying the proposal, and has been afforded a reasonable opportunity of either (at their option) being heard by or making written representations to the Trustees.

## **PART IV – Administrative arrangements and miscellaneous**

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

- 23.1 Roehampton University shall be required to review the provisions of these Articles at intervals of not more than five years.
- 23.2 The approval of Roehampton University shall be required for any amendments to the Articles.
- 23.3 The Articles will be amended following such Student Voice procedure as may be determined in the Bye-Laws, and then a special resolution of the Company Law Members.

### **24. Communications by the Union**

#### ***General rule***

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

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

#### ***Exceptions***

- 24.2 The following exceptions apply:
- 24.2.1 where the Companies Act 2006 requires it, the requirements in that Act for the Union to gain a person's consent (or deemed consent) must be complied with before

- method (c), (d) or (as applicable) (e) is used (or before relevant material is sent in electronic form by other means);
- 24.2.2 insofar as the communication falls within the scope of the Companies Act 2006, the Union must have gained the Trustee's prior agreement for the deemed delivery provisions listed above (rather than those prescribed by the Companies Act 2006) to take effect. A Trustee may agree with the Union that notices or documents concerning Trustee decision-making can be sent to them in a particular way (whether or not listed above); and that they may be deemed delivered sooner than would otherwise be the case under this Article;
- 24.2.3 a Company Law Member present in person or by proxy at a meeting of the Union shall be deemed to have received notice of the meeting and the purposes for which it was called;
- 24.2.4 a Company Law Member who does not register a postal address within the United Kingdom with the Union shall not be entitled to receive any notice from the Union by methods (a) or (b) but shall be entitled to receive any notice by methods (c), (d) or (e) (subject to Article 24.2.1 above) (and the Union may provide such a member with any notice by methods (a) or (b), in its discretion and subject to these Articles and the Companies Acts); and
- 24.2.5 where any document or material has been sent or supplied by the Union by electronic means and the Union receives notice that the message is undeliverable:
- (a) if the material has been sent to a Company Law Member (in their capacity as such) or Trustee and is notice of a general meeting of the Union, the Union is under no obligation to send a hard copy of the material to their postal address as shown in the Union's register of members or Trustees, but may in its discretion choose to do so;
  - (b) in all other cases, the Union shall where considered appropriate (including in respect of Student Members) or where the communication falls within the scope of the Companies Act 2006 (including in respect of Company Law Members), shall send a hard copy of the material to the individual's postal address (within the United Kingdom) as shown in the Union's register of members (if any), or in the case of a recipient who is not a Company Law Member, to the last known postal address for that person within the United Kingdom (if any); and
  - (c) the date of service or delivery of the material shall be the date on which the original electronic communication was sent, notwithstanding the subsequent sending of hard copies.

25. **Secretary**

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

26. **Irregularities**

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

27. **Minutes**

The Trustees must ensure minutes are made:

- 27.1 of all appointments of officers made by the Trustees;
- 27.2 of all resolutions of the Union and of the Trustees (including, without limitation, decisions of the Trustees made without a meeting); and
- 27.3 of all proceedings at meetings of the Union and of the Trustees, and of committees of Trustees, including the names of the Trustees present at each such meeting;
- 27.4 and any such minute, if purported to be signed (or in the case of minutes of Trustees' meetings signed or authenticated) by the chair of the meeting at which the proceedings were had, or by the chair of the next succeeding meeting, shall, as against any Company Law Member or Trustee of the Union, be sufficient evidence of the proceedings.

28. **Records and accounts**

- 28.1 The Trustees shall comply with the requirements of the Companies Acts and of the Charities Act 2011 as to maintaining a members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commission of:
  - 28.1.1 annual reports;
  - 28.1.2 annual statements of account; and
  - 28.1.3 annual returns or confirmation statements.
- 28.2 Except as provided by law or authorised by the Trustees or an ordinary resolution of the Union, no person is entitled to inspect any of the Union's accounting or other records or documents merely by virtue of being a Company Law Member.

29. **Bye-Laws**

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

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

29.3 Insofar as:

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

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

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

30. **Interpretation**

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

31. **Exclusion of model articles**

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

## **Schedule 1 – PROVISIONS FOR COMPANY LAW MEETINGS (KNOWN AS “GENERAL MEETINGS”)**

### **1. Calling a general meeting**

- 1.1 The Trustees may call a general meeting at any time.
- 1.2 The Trustees must call a general meeting if required to do so by the Company Law Members under the Companies Acts.

### **2. Notice of general meetings**

#### ***Length of notice***

- 2.1 All general meetings must be called by either:
  - 2.1.1 at least 14 Clear Days' notice; or
  - 2.1.2 shorter notice if it is so agreed by a majority in number of the Company Law Members having a right to attend and vote at that meeting. Any such majority must together represent at least 90% of the total voting rights at that meeting of all the Company Law Members.

#### ***Contents of notice***

- 2.2 A notice calling a general meeting must specify the following information, insofar as required by the Companies Acts:
  - 2.2.1 the day, time and place of the meeting; and
  - 2.2.2 the general nature of the business to be transacted.
- 2.3 If a special resolution is to be proposed, the notice must include the full text of the proposed resolution and specify that it is proposed as a special resolution.
- 2.4 In every notice calling a meeting of the Union there must appear with reasonable prominence a statement informing the Company Law Members of their rights to appoint another person as their proxy at a meeting of the Union.
- 2.5 If the Union gives an electronic address in a notice calling a meeting, it will be deemed to have agreed that any document or information relating to proceedings at the meeting may be sent by electronic means to that address (subject to any conditions or limitations specified in the notice).

#### ***Service of notice***

- 2.6 Notice of general meetings must be given to every Company Law Members, to the Trustees and to the auditors of the Union.

3. **Attendance and speaking at general meetings**
- 3.1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.
- 3.2 A person is able to exercise the right to vote at a general meeting when:
- 3.2.1 that person is able to vote on any resolutions put to the vote at the meeting; and
- 3.2.2 that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.
- 3.3 In determining attendance at a general meeting, it is irrelevant whether any two or more Company Law Members attending it are in the same physical location as each other.
- 3.4 Two or more persons who are not in the same physical location as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.
- 3.5 The Trustees may make such lawful arrangements as they see fit in respect of physical attendance and/or Remote Attendance at a general meeting. The entitlement of any person to attend and participate in a general meeting shall be subject to such arrangements.
- 3.6 When the Trustees have made arrangements to facilitate Remote Attendance:
- 3.6.1 the provisions of the Articles shall be treated as modified to permit such arrangements and in particular:
- (a) a person attending a general meeting by Remote Attendance shall be treated as being present and/or present in person at the meeting for the purposes of the Articles, including without limitation the provisions of the Articles relating to the quorum for the meeting and rights to vote at the meeting, unless the Articles expressly provide to the contrary; and
- (b) references in these Articles to the place of a general meeting shall be treated as references to the place specified as such in the notice of general meeting;
- 3.6.2 the Trustees must ensure that the notice of the meeting includes details of the arrangements for Remote Attendance, and any relevant restrictions, in addition to any other information required by the Companies Acts;

- 3.6.3 the arrangements must specify:
- (a) how those attending by Remote Attendance may communicate with the meeting, for example by using an electronic platform to communicate with the chair and/or others attending the meeting in writing; and
  - (b) how those attending by Remote Attendance may vote;
- 3.6.4 Insofar as not disapplied by any arrangements made under paragraph 3.5 of this schedule:
- (a) the arrangements for Remote Attendance may be changed or withdrawn in advance of the meeting by the Trustees, who must give the members as much notice as practicable of the change;
  - (b) in the event of technical failure or other technical issues during the meeting (including, for example, difficulties in establishing whether the meeting is quorate) the chair of the meeting may adjust or withdraw the arrangements for Remote Attendance and/or adjourn the meeting if in their view this is necessary or expedient for the efficient conduct of the meeting; and
  - (c) under no circumstances shall the inability of one or more persons (being entitled to do so) to access, or continue to access, the technology being used for Remote Attendance at the meeting (despite adequate technology being made available by the Union) affect the validity of the meeting or any business conducted at the meeting, provided a quorum is present at the meeting.

#### **4. Quorum for general meetings**

- 4.1 No business (other than the appointment of the chair of the meeting) may be transacted at a general meeting unless a quorum is present.
- 4.2 The quorum shall be the greater of:
- 4.2.1 two Company Law Members present in person or by proxy and entitled to vote on the business to be transacted (on condition that at least two individuals must be in attendance); or
  - 4.2.2 1% of the total Company Law Membership (represented in person or by proxy);
- 4.3 If both a Company Law Member and their proxy are present at a general meeting, only the Company Law Member shall be counted in the quorum.
- 4.4 If a quorum is not present within half an hour from the time appointed for the meeting; (or such longer time as is decided by the chair of the meeting) or a quorum ceases to be present during the meeting:
- 4.4.1 where the meeting has been called by requisition of the Company Law Members under the Companies Acts, it shall be dissolved; or

4.4.2 otherwise, the meeting shall stand adjourned to the same day in the next week at the same time and place, or to such day (within 14 days of the original meeting), time and place (and with such arrangements for Remote Attendance (if any)) as the Trustees may decide, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting those present and entitled to vote shall be a quorum.

## 5. **Chairing general meetings**

5.1 The Chair (if any) or in their absence the Deputy Chair, or in their absence some other Trustee nominated by the Trustees shall preside as chair of every general meeting.

5.2 If neither the Chair nor any Trustee nominated in accordance with paragraph 5.1 is present within fifteen minutes after the time appointed for holding the meeting and willing to act, the Trustees present shall elect one of their number to chair the meeting and, if there is only one Trustee present and willing to act, they shall be chair of the meeting.

5.3 Failing this, the Company Law Members present in person or by proxy, and entitled to vote must choose one of the Company Law Members present to be chair of the meeting. The person chosen must not be attending by Remote Attendance, unless this is considered impracticable due to the number of people that this would make eligible. For the avoidance of doubt, a proxy holder cannot be appointed to chair the meeting unless they are also a Company Law Member.

## 6. **Attendance and speaking by Trustees and non-members**

6.1 Trustees may attend and speak at general meetings, whether or not they are Company Law Members.

6.2 The chair of the meeting may permit other persons who are not Company Law Members of the Union (or otherwise entitled to exercise the rights of members in relation to general meetings) to attend and speak at a general meeting.

## 7. **Adjournment**

7.1 The chair of the meeting may adjourn a general meeting at which a quorum is present:

7.1.1 with the consent of the meeting;

7.1.2 in the event of technical failure under paragraph 3.6.4(b); or

7.1.3 if it appears to the chair that adjournment is necessary to protect the safety of any person attending the meeting or to ensure the business of the meeting is conducted in an orderly manner.

- 7.2 The chair of the meeting must adjourn a general meeting if directed to do so by the meeting.
- 7.3 When adjourning a general meeting, the chair of the meeting must:
  - 7.3.1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Trustees; and
  - 7.3.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 7.4 If the meeting is to continue more than 14 days after it was adjourned, the Union must give at least 7 Clear Days' notice of it:
  - 7.4.1 to the same persons to whom notice of the Union's general meetings is required to be given; and
  - 7.4.2 containing the same information which such notice is required to contain.
- 7.5 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

## 8. **Voting at general meetings**

- 8.1 A resolution put to the vote at a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the Articles.

### ***Voting rights***

- 8.2 Where a vote is carried out by a show of hands, the following persons have one vote each:
  - 8.2.1 each Company Law Member present in person; and
  - 8.2.2 (subject to paragraph 11.3) each proxy present who has been duly appointed by one or more persons entitled to vote on the resolution; and

provided that if a person attending the meeting falls within both of the above categories, they are not entitled to cast more than one vote but shall instead have a maximum of one vote.
- 8.3 On a vote on a resolution which is carried out by a poll, the following persons have one vote each:
  - 8.3.1 every Company Law Member present in person; and
  - 8.3.2 every Company Law Member present by proxy (subject to Article 11.3).

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

***Saving provisions***

- 8.5 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid. Any such objection must be referred to the chair of the meeting whose decision is final.

- 8.6 On a vote on a resolution at a meeting on a show of hands, unless a poll is duly demanded, a declaration by the chair of the meeting that the resolution:

- 8.6.1 has or has not been passed; or

- 8.6.2 passed with a particular majority;

is conclusive evidence of that fact without proof of the number or proportion of the votes recorded in favour of or against the resolution. An entry in respect of such a declaration in minutes of the meeting recorded in accordance with Article 28 is also conclusive evidence of that fact without such proof.

**9. Poll voting: further provisions**

***Process for demanding a poll***

- 9.1 A poll on a resolution may be demanded:

- 9.1.1 in advance of the general meeting where it is to be put to the vote; or

- 9.1.2 at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

- 9.2 A poll may be demanded by:

- 9.2.1 the chair of the meeting;

- 9.2.2 the Trustees;

- 9.2.3 two or more persons having the right to vote on the resolution;

- 9.2.4 any person who holds two or more votes; or

- 9.2.5 a person or persons representing not less than one tenth of the total voting rights of all the members having the right to vote on the resolution.

- 9.3 A demand for a poll may be withdrawn, if the poll has not yet been taken, and with the consent of the chair of the meeting.

### ***Procedure on a poll***

- 9.4 Subject to the Articles, polls at general meetings must be taken when, where and in such manner as the chair of the meeting directs.
- 9.5 The chair of the meeting may appoint scrutineers (who need not be Company Law Members) and decide how and when the result of the poll is to be declared.
- 9.6 The result of a poll shall be the decision of the meeting in respect of the resolution on which the poll was demanded.
- 9.7 A poll to elect a chair of the meeting, or concerning the adjournment of the meeting, must be taken immediately. Other polls must be taken within 30 days of their being demanded. If a poll is demanded the meeting may continue to deal with any other business that may be conducted at the meeting.
- 9.8 No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded.
- 9.9 In any other case, at least 7 days' notice must be given specifying the time and place at which the poll is to be taken.

## **10. Proxies**

### ***Power to appoint***

- 10.1 A Company Law Member is entitled to appoint another person as their proxy to exercise all or any of their rights to attend and speak and vote at a meeting of the Union. A proxy must vote in accordance with any instructions given by the Company Law Member by whom the proxy is appointed.

### ***Manner of appointment***

- 10.2 Proxies may only validly be appointed by a notice in writing (a "**Proxy Notice**") which:
- 10.2.1 states the name and address of the Company Law Member appointing the proxy;
- 10.2.2 identifies the person appointed to be that Company Law Member's proxy and the general meeting in relation to which that person is appointed;
- 10.2.3 is signed by or on behalf of the Company Law Member appointing the proxy, or is authenticated in such manner as the Trustees may decide; and
- 10.2.4 is delivered to the Union in accordance with the Articles and any instructions included with the notice of the general meeting to which they relate.
- 10.3 The Union may require Proxy Notices to be delivered in a particular form and may specify different forms for different purposes.

- 10.4 Proxy Notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 10.5 Unless a Proxy Notice indicates otherwise, it must be treated as:
  - 10.5.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
  - 10.5.2 appointing that person as a proxy in relation to any adjournment or postponement of the general meeting to which it relates as well as the meeting itself.

**11. Delivery of Proxy Notices**

11.1 A Proxy Notice may be delivered (including by electronic means) in accordance with any instructions included with the notice of general meeting to which it relates. It must be received by the Union in accordance with the following timing requirements:

<p>(a) Where the proxy appointment relates to a poll, which is not to be taken at the meeting, but is to be taken 48 hours or less after it was demanded.</p>	<p>The Proxy Notice must be:</p> <ol style="list-style-type: none"> <li>1. delivered in accordance with paragraph (c) below; or</li> <li>2. given to the chair, Secretary or any Trustee at the meeting (including an adjourned or postponed meeting) at which the poll was demanded.</li> </ol>
<p>(b) Where the proxy appointment relates to a poll, which is to be taken more than 48 hours after it was demanded.</p>	<p>The Proxy Notice must be received 24 hours before the time appointed for taking the poll.</p>
<p>(c) In all other circumstances.</p>	<p>The Proxy Notice must be received 48 hours before the meeting, adjourned meeting or postponed meeting to which it relates.</p>

- 11.2 Saturdays, Sundays, and Public Holidays are not counted when calculating the 48-hour and 24-hour periods referred to in this paragraph 11.
- 11.3 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid Proxy Notice has been delivered to the Union by or on behalf of that person.
- 11.4 The appointment of a proxy may be revoked by delivering to the Union a notice in writing given by or on behalf of the person by whom or on whose behalf the Proxy Notice was given. It must be delivered before the start of the meeting or adjourned meeting to which it relates; or (in the case of a poll not taken on the same day as the

meeting or adjourned meeting) the time appointed for taking the poll to which it relates.

- 11.5 If a Proxy Notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointer's behalf.

**12. Power to postpone general meetings**

The Trustees may postpone a general meeting if, after the notice of meeting (or adjourned meeting) is sent, but before the meeting (or adjourned meeting) is held, they reasonably believe that it is an appropriate and proportionate measure to preserve the safety and security of attendees or the wider public, or to comply with law or government guidance. The Trustees must then provide such notice of the date, time and place (and any Remote Attendance details) of the postponed meeting and any such other information as they shall determine. No business shall be dealt with by the postponed meeting that could not have been dealt with if it had not been postponed.

**13. Amendments to resolutions**

- 13.1 An ordinary resolution to be proposed at a general meeting may be amended by a further ordinary resolution if:

13.1.1 notice of the proposed amendment is given to the Union in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours (excluding Saturdays, Sundays and Public Holidays) before the meeting is to take place (or such later time as the chair of the meeting may decide); and

13.1.2 the proposed amendment does not, in the reasonable opinion of the chair of the meeting, materially alter the scope of the resolution.

- 13.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:

13.2.1 the chair of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and

13.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

- 13.3 If the chair of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chair's error does not invalidate the vote on that resolution.

14. **Written resolutions**

The Union may deal with business by written resolution in accordance with the Companies Acts and the Articles.

## Schedule 2 - INTERPRETATION – DEFINED TERMS

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

<b>Term</b>	<b>Meaning</b>
1.1 <b>“Academic Year”</b>	the period of twelve months commencing on a day determined by the Union, to broadly correspond with the start of the academic year at Roehampton University.
1.2 <b>“Address”</b>	includes a postal or physical address and a number or address used for the purposes of sending or receiving documents or information by electronic means;
1.3 <b>“Affiliation”</b>	affiliation to an external organisation, including any form of membership of, or formal association with, an organisation whose purposes are not confined to purposes connected with Roehampton University, and “Affiliate” shall be interpreted accordingly;
1.4 <b>“Articles”</b>	the Union’s articles of association;
1.5 <b>“Bye-Laws”</b>	has the meaning given in Article 29;
1.6 <b>“Chair”</b>	has the meaning given in Article 13;
1.7 <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;
1.8 <b>“Companies Acts”</b>	the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Union;
1.9 <b>“Company Law Member”</b>	means a member of the Union for the purposes of the Companies Acts and <b>“Company Law Membership”</b> shall be interpreted accordingly;
1.10 <b>“Cross-Campus Ballot”</b>	means a secret ballot in which all Student Members are entitled to vote in accordance with the requirements of the Education Act 1994;

- 1.11 **“Connected”** means in respect of a Trustee:
- (a) the Trustee’s parent, child, sibling, grandparent or grandchild;
  - (b) the spouse or civil partner of the Trustee or another person described in paragraph (a);
  - (c) a person carrying on business in partnership with the Trustee, or a person described in paragraph (a) or (b);
  - (d) an institution controlled by the Trustee and/or one or more person(s) described in paragraph (a), (b) or (c); or
  - (e) a body corporate in which the Trustee and/or one or more person(s) described in paragraph (a), (b) or (c) have a substantial interest.
- Sections 350 – 352 of the Charities Act 2011 apply for the purposes of interpreting the terms used in this definition;
- 1.12 **“Deputy Chair”** has the meaning given in Article 13.2;
- 1.13 **“electronic form” and “electronic means”** have the meanings respectively given to them in Section 1168 of the Companies Act 2006;
- 1.14 **“Eligibility Criteria”** Means:
- (a) Not being disqualified from being a director or charity trustee;
  - (b) Being at least 18 years old;
  - (c) In the case of Sabbatical Officer elections, being a Student Member or Sabbatical Officer at the time of election, and in the case of Student Trustees, being a Student Member at the time of election or appointment; and
  - (d) Other criteria established in the Bye-laws.
- 1.15 **“Lay Trustee”** has the meaning in Article 21.4;
- 1.16 **“Facilitator”** has the meaning given in Article 18.2;

1.17 <b>“Financial Expert”</b>	an individual, company or firm who, or which, is authorised to give investment advice under the Financial Services and Markets Act 2000;
1.18 <b>“Financial Reports”</b>	has the meaning given in Article 7.7;
1.19 <b>“hard copy” and “hard copy form”</b>	have the meanings respectively given to them in the Companies Act 2006;
1.20 <b>“Major Union Office Holder”</b>	has the meaning given to the term in the Education Act 1994;
1.21 <b>“Policy”</b>	a corporate conclusion or view of the Student Members of the Union;
1.22 <b>“Proxy Notice”</b>	has the meaning given in paragraph 10 of Schedule 1;
1.23 <b>“Public Holiday”</b>	means Christmas Day, Good Friday and any day that is a bank holiday under the Banking and Financial Dealings Act 1971 in the part of the United Kingdom where the company is registered;
1.24 <b>“Remote Attendance”</b>	means remote attendance at a general meeting by such means as are approved by the Trustees in accordance with paragraph 3.5 of Schedule 1;
1.25 <b>“Sabbatical Officer”</b>	has the meaning given in Article 9;
1.26 <b>“Sabbatical Officer Elect”</b>	has the meaning given in Article 9.2.2;
1.27 <b>“Secretary”</b>	the secretary of the Union (if any);
1.28 <b>“Student”</b>	any students at Roehampton University as determined by Roehampton University taking into account the obligations in the Education Act 1994;
1.29 <b>“Student Member”</b>	has the meaning given in Article 7.3;
1.30 <b>“Student Trustee”</b>	has the meaning given in Article 21.3;
1.31 <b>“Subsidiary Company”</b>	any company in which the Union holds more than 50% of the shares, controls more than 50% of the voting rights attached to the shares or has the

right to appoint a majority of the board of the company.

1.32 **“Trustee”**

a director of the Union, and includes any person occupying the position of director, by whatever name called;

1.33 **“Union”**

the charitable students’ union governed by these Articles;

1.34 **“Vote of No Confidence”**

a vote in Student Voice that those voting have no confidence in the relevant person, subject to a process in accordance with the Bye-laws including a right for the relevant person to make representations; and an appropriate notice period to the relevant person.

2. Unless the context requires, references to “writing” and “document” should be interpreted (without limitation) as allowing for the transmission of information in electronic form. A reference to a “document” includes summons, notice, order or other legal process.
3. Subject to paragraph 4 of this Schedule, any reference in the Articles to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it.
4. Unless the context otherwise requires, words or expressions contained in the Articles which are not defined in paragraph 1 above bear the same meaning as in the Companies Act 2006 as in force on the date when the Articles became binding on the Union.