

The Companies Act 2006

Company Limited by Guarantee and not Having a Share Capital

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

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**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.

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*Name of each subscriber* *Authentication by each subscriber*

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**[Insert names of subscribers]** **[Signature:**

WITNESS to above signature:

Signature:

Name:

Address:]

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

**Table of Contents and Comments**

**BACKGROUND** ..... 1

**KEY CONSTITUTIONAL PROVISIONS** ..... 2

This section describes the organisation, its purpose, the activities it can engage in and the boundaries of its work. It describes what happens if the organisation was to be dissolved and how the memorandum and articles can be amended.

**MEMBERSHIP** ..... 8

This section describes who the members of the students' union are

**REFERENDA** ..... 9

This section describes how referendum may be called

**COMPANY LAW MEETINGS** ..... **Error! Bookmark not defined.**

This section described how company law meetings are called and what business will take place within them.

**TRUSTEES** .....  
12

This section describes who the trustees are, how they are appointed, how they can be removed and their powers.

**THE STUDENT COUNCIL** ..... 17

This section describes who the Student Council are, how they are appointed, how they can be removed and their powers.

**DECISION-MAKING BY TRUSTEES** ..... 17

This section lays out how trustee meetings will be called and run and how trustees can make decisions.

**ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS PROVISIONS** ..... 22

**DEFINITIONS AND INTERPRETATION** ..... 26

This section deals with miscellaneous questions and a table of definitions and interpretations.

**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 55. 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 44 (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 44 (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 54; 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. Members Code of Conduct**

- 15.1 The Board of Trustees will establish and monitor a 'Members 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 'Members 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 24.1
- 16.2 Subject to Article 28.3, 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 28.3, the Student Members may set Policy by Referenda.

### ***COMPANY LAW MEETINGS***

**17. Company Law Meetings**

- 17.1 The Trustees may call a Company Law Meeting at any time.

17.2 Such meetings must be held in accordance with the provisions regarding such meetings in the Companies Act.

17.3 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**

### **18. Written Resolutions**

18.1 Subject to this Article [20], a written resolution agreed by:

18.1.1 Company Law Members representing a simple majority; or

18.1.2 (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.

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

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

#### ***Circulation***

18.4 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.

18.5 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.

18.6 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.

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

#### ***Signifying agreement***

18.8 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:

18.8.1 Identifying the resolution to which it related; and

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

18.9 For the purposes of Article 20.8:

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

18.9.2 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.

18.10 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***

**19. Appointment of Trustees**

The Trustees shall be made up of the following persons:

19.1 not more than **4** Sabbatical Trustees, elected in accordance with Article 200;

19.2 not more than **4** Student Trustees, recruited in accordance with Article 211;

19.3 not more than **4** Independent Trustees, appointed in accordance with Article 222.

**20. Sabbatical Trustees**

20.1 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.

20.2 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 ByeLaws 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.

20.3 Each Sabbatical Officer must be a Student or a Sabbatical Officer at the time of his or her election. In accordance with Article 11.1.2, 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.

20.4 The Sabbatical Officers shall be deemed to be “major union office holders” for the purposes of Section 22 of the Education Act.

20.5 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.

21. **Student Trustees**

21.1 Subject to Article 21.2 below, up to **4** Student Trustees shall be appointed.

21.2 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).

21.3 Student Trustees shall remain in office for the time in which they are a student enrolled at Edge Hill University.

22. **Independent Trustees**

22.1 Up to **4** Independent Trustees shall be appointed by a simple majority vote of the Appointments Committee.

22.2 Unless their appointment is terminated in accordance with Articles 233 to 255, Independent Trustees shall remain in office for a term of up to three years commencing on the date of the Board of Trustees meeting at which their appointment is ratified.

22.3 Independent Trustees may serve for a maximum of 3 terms which may either be consecutive or non-consecutive.

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

The office of a Trustee shall be vacated if:

23.1 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;

23.2 he or she becomes prohibited by law from being a charity trustee;

23.3 in the case of a Sabbatical Trustee, he or she ceases to be a Sabbatical Officer or resigns as an employee of the Union;

23.4 in the case of a Student Trustee, he or she ceases to be a Student;

23.5 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 'Members Code of Conduct';

23.6 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);

23.7 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;

23.8 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

23.9 he or she is removed from office under Article 24 or 25.

**24. Removal Trustees by the Student Members**

The office of a Trustee shall be vacated if:

- 24.1 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;

**25. Removal of Independent Trustees by the Board**

The office of Independent 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 40.

**26. Removal of Elected Officers**

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

26.1 Resigns or dies;

26.2 Is removed from office as an Elected Officer by;

- 26.2.1 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.

**27. Replacement of Sabbatical Trustees and Student Trustees**

27.1 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.

27.2 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 211

27.3 If an Independent Trustee resigns, is disqualified or is removed from office, an Independent Trustee (as appropriate) shall be appointed to the vacancy in accordance with Article 222

## **TRUSTEES' POWERS AND RESPONSIBILITIES**

### **28. Trustees' general authority**

- 28.1 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.
- 28.2 The Board's powers under Article 28.1 shall include but not be limited to responsibility for:
- 28.2.1 the governance of the Union;
  - 28.2.2 the budget of the Union; and
  - 28.2.3 the strategy of the Union; and
  - 28.2.4 The reputation of the Union.
- 28.3 The Board of Trustees may override any decision or Policy made by the Student Council Sub-Committee (or whatever the equivalent Body is in place at the time) which the Trustees consider (in their absolute discretion):
- 28.3.1 has or may have any financial implications for the Union;
  - 28.3.2 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);
  - 28.3.3 is not or may not be in the best interests of the Union or all or any of its charitable objects; or
  - 28.3.4 will or may otherwise affect the discharge of any or all of the responsibilities referred to in Article 28.2.
- 28.4 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.
- 28.5 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:
- 28.5.1 was not properly appointed;
  - 28.5.2 was disqualified from holding office;
  - 28.5.3 had vacated office; or
  - 28.5.4 was not entitled to vote.

29. **Trustees may delegate**

29.1 Subject to the Articles, the Trustees may delegate any of the powers which are conferred on them under the Articles:

29.1.1 to such person or committee;

29.1.2 by such means (including by power of attorney);

29.1.3 to such an extent;

29.1.4 in relation to such matters or territories; and

29.1.5 on such terms and conditions

as they think fit.

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

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

30. **Committees**

30.1 In the case of delegation to committees:

30.1.1 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);

30.1.2 subject to Article 30.3, 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;

30.1.3 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;

30.1.4 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.

30.2 The Trustees shall establish the following committees (which is a non-exhaustive list) in accordance with their powers under Articles 29 and 30.1:

30.2.1 Student Council Sub-Committee (or whatever the equivalent Body is in place at the time) (as further described in Article 32); and

30.2.2 Resources Sub-Committee.

30.3 For the avoidance of doubt, the Trustees may (in accordance with Articles 29 and 30.1) delegate all financial matters to the Resources Sub-Committee provided that such committee shall include at least one Independent Trustee and adhere to all rules set out in the financial regulations of the organisation.

30.4 The meetings and proceedings of any committee shall be governed by the Terms of Reference regulating the meetings and proceedings of the Trustees so far as applicable and not superseded by any Bye-Laws.

**31. 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:

31.1 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;

31.2 the Trustees shall provide the Chief Executive with a description of his or her role and the extent of his or her authority;

31.3 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

31.4 the Trustees shall provide the Chief Executive with a performance management structure to aid his or her work plan and development.

## THE STUDENT COUNCIL

**32. The Student Council**

32.1 Unless the Trustees determine otherwise, the Student Council shall include:

32.1.1 the Sabbatical Trustees; and

32.1.2 elected Part Time Officers of the Students' Union

32.2 The Student Council's responsibility shall not include the duties of the Trustees as set out in Article 28 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

**33. 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 43.

**34. Trustees' meetings**

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

34.2 Guests or observers can attend meetings of the Trustees at the discretion of the Chair of the meeting.

35. **Calling a Trustees' meeting**

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

36. **Length of Notice**

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

36.1 all the Trustees agree; or

36.2 urgent circumstances require shorter notice.

37. **Contents of Notice**

Every notice calling a Trustees' meeting shall specify:

37.1 the place, day and time of the meeting;

37.2 the general particulars of all business to be considered at such meeting; and

37.3 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.

38. **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.

39. **Participation in Trustees' meetings**

39.1 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.

39.2 In determining whether Trustees are participating in a Trustees' meeting, it is irrelevant where any Trustee is or how they communicate with each other.

39.3 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.

40. **Quorum for Trustees' meetings**

40.1 At a Trustees' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

40.2 The quorum for Trustees' meetings should be a minimum of one-third of the total number of Trustees plus one and should include at least one Independent Trustee and one Sabbatical Trustee.

40.3 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.

41. **Chair and Deputy Chair**

41.1 The Trustees shall appoint an independent Trustee to be the Chair of Trustees and may at any time remove them from office.

41.2 The Deputy Chair will be a Sabbatical Trustee appointed by the Trustees.

41.3 In the absence of the Chair and the Deputy Chair, another Trustee appointed by the Trustees shall preside as Chair of the meeting

42. **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.

43. **Decisions without a meeting**

43.1 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.

43.2 A decision which is made in accordance with Article 43.1 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:

43.2.1 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;

43.2.2 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;

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

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

#### 44. **Trustee interests and management of conflicts of interest**

##### ***Declaration of interests***

44.1 Unless article 44.2 applies, a Trustee must declare the nature and extent of:

44.1.1 any direct or indirect interest which he or she has in a proposed transaction or arrangement with the Union; and

44.1.2 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.

44.2 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***

44.3 If a Trustee's interest or duty cannot reasonably to 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.

44.4 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:

44.4.1 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 55 ; and
- (d) reimbursement of expenses in accordance with Article 6.3.2; or

44.4.2 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 44.5

44.5 If a Trustee with a conflict of interest or conflict of duties is required to comply with this article (44.5) he or she must:

44.5.1 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;

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

44.5.3 withdraw during the vote and have no vote in the matter.

### ***Continuing duties to the Union***

44.6 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:

44.6.1 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

44.6.2 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.

### **45. Register of Trustees' interests**

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

## **PART 4**

# **ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS PROVISIONS**

### **46. 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.

### **47. Communications by and to the Union**

#### ***Methods of communication***

47.1 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: 47.1.1 in Hard Copy Form;

47.1.2 in Electronic Form; or

47.1.3 by making it available on a website.

47.2 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.

47.3 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***

47.4 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.

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

47.5.1 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;

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

47.5.3 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.

47.6 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***

47.7 [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:

47.7.1 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;

47.7.2 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

47.7.3 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***

47.8 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.

47.9 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***

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

**48. Secretary**

48.1 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:

48.1.1 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

48.1.2 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.

**49. Minutes**

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

49.1.1 of all appointments of officers made by the Trustees;

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

49.1.3 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.

49.2 The minutes referred to in Article 49 above must be kept for at least ten years from the date of the meeting, resolution or decision.

49.3 The minutes of the meetings referred to in Article 49 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.

## 50. **Records and accounts**

50.1 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:

50.1.1 annual reports;

50.1.2 annual returns; and

50.1.3 annual statements of account.

50.2 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 50.1.

## 51. **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.

## 52. **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.

## 53. **Exclusion of model articles**

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

## **TRUSTEES' INDEMNITY**

54. **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

55. **Defined terms**

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

<b>Term</b>	<b>Meaning</b>
55.1.1 <b>“Academic Year”</b>	the period between August 1 <sup>st</sup> in one year to July 31 <sup>st</sup> in the next year determined by the Union as the period during which Students are required to be registered with Edge Hill University;
55.1.2 <b>“address”</b>	includes a number or address used for the purpose of sending or receiving documents by electronic means;
55.1.3 <b>“Articles”</b>	these articles of association of the Union;
55.1.4 <b>“Board of Trustees”</b> <b>“Board”</b>	the board of Trustees of the Union; <b>or</b>
55.1.5 <b>“Bye-Laws”</b>	the bye-laws setting out the working practices of the Union made from time to time in accordance with Article 46;
55.1.6 <b>“Chair”</b>	the chair of the Board of Trustees, who shall be the President of the Union in accordance with Article 41.1;
55.1.7 <b>“chair of the meeting”</b>	in the case of Trustees’ meetings means the person chairing the meeting in accordance with Article 41;
55.1.8 <b>“Chief Executive”</b>	the chief executive of the Union who is appointed by the Board of Trustees;
55.1.9 <b>“circulation date”</b>	in relation to a written resolution, has the meaning given to it in the Companies Acts;
55.1.10 <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;

- 55.1.11 **“Code of Practice”** the code of practice relating to Edge Hill University’s obligations under Section 22 of the Education Act;
- 55.1.12 **“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;
- 55.1.13 **“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;
- 55.1.14 **“Company Law Meeting”** a general meeting of the Company Law Members of the Union for the purposes of the Companies Acts;
- 55.1.15 **“Company Law Members”** members of the Union for the purposes of the Companies Acts, as defined in Article 13
- 55.1.16 **“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;
- 55.1.17 **“Deputy Chair”** the deputy chair of the Board of Trustees, who shall be appointed in accordance with Article 41.2;
- 55.1.18 **“document”** includes, unless otherwise specified, any document sent or supplied in electronic form;
- 55.1.19 **“Education Act”** the Education Act 1994; the Sabbatical Officers
- 55.1.20 **“Elected Officers”**
- 55.1.21 **“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;
- 55.1.22 **“electronic form”** has the meaning given in Section 1168 of the Companies Act 2006;
- 55.1.23 **“financial expert”** an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;

55.1.24 <b>“hard copy” and “hard copy form”</b>	have the meanings respectively given to them in the Companies Act 2006;
55.1.25 <b>“Hour”</b>	any full period of an hour but not including any part of a day that is a Saturday Sunday or Bank Holiday in England;
55.1.26 <b>“Independent Trustee”</b>	a Trustee appointed in accordance with Article 22 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;
55.1.27 <b>“Members”</b>	members of the Union being Students at Edge Hill University as further defined in Article 11.1.1 and the Sabbatical Officer Trustees;
55.1.28 <b>“NUS”</b>	National Union of Students;
55.1.29 <b>“Policy”</b>	representative and campaigning policy set by Referenda or the Board of Trustees in accordance with Article 16;
55.1.30 <b>“President”</b>	the president of the Union, as elected by the Members in accordance with the Elections Bye-Law;
55.1.31 <b>“RAG”</b>	the raise and give society which develops students by providing them with an opportunity to raise funds for charitable causes;
55.1.32 <b>“Referendum”</b>	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;
55.1.33 <b>“Sabbatical Officers”</b>	the individuals elected in accordance with Article 20 (each of whom is a ‘major office holder’ for the purposes of section 22 of the Education Act); a Trustee elected in accordance with Article 20;
55.1.34 <b>“Sabbatical Trustee”</b>	
55.1.35 <b>“Secure Petition”</b>	a written request to the Union which shall be fixed in a prearranged place or places or held securely on-line;
55.1.36 <b>“Student”</b>	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;
55.1.37 <b>“the Student Council”</b>	means the committee comprising the Sabbatical Officer and the Senior Students’ Union staff as further described in Article 32;

- 55.1.38 **“Student Trustee”** a Trustee appointed in accordance with Article 21 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;
- 55.1.39 **“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;
- 55.1.40 **“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;
- 55.1.41 **“Trustee” and “Trustees”** the directors of the Union as defined in Article 19 and being from the Effective Date [the Sabbatical Trustees, the Student trustees and the Independent Trustees];
- 55.1.42 **“Union”** Edge Hill Students’ Union Limited;
- 55.1.43 **“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
- 55.1.44 **“Edge Hill University”** Edge Hill University, incorporated by an Act of Parliament on 1<sup>st</sup> April 1989.
56. Words importing the singular shall include the plural and vice versa and words importing the masculine shall include the feminine and vice versa.
57. Subject to Article 58, any reference in these Articles to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it.
58. 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.

# 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 Chief Executive and University Academic Registrar at any point during their course.
- 1.3 The Union Chief Executive 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 Hold membership of any Union Club, Society or Team.
- 2.2 Make use of any services or facilities of the Union upon suitable proof of student status.
- 2.3 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 Chief Executive 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 Chief Executive. If the application falls within twenty (20) academic days of**

nominations opining for a Union election, the student will not be eligible to take up the full privileges of membership until the election in concluded.

## **Bye-Law Two**

### **THE CONDUCT OF REFERENDA**

#### ***What may or may not be conducted in a referendum***

#### **1. The Conduct of Referenda**

2. 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:
  - i. Decide on any matters relating to Union appointed staff members.
  - ii. Mandate Union Officers or Trustees to break the law or contravene the Union Articles and Bye-laws.
3. 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.
4. 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***

#### **1. General Principles**

- 1.1 Elections are the mechanism for the union's members to elect their representatives.
- 1.2 We will elect people in a free and fair manner, in accordance with the regulations outlined in this byelaw.
- 1.3 All regulations that apply to elections will also apply to referenda, unless otherwise specified in the constitution.

#### **2. The Returning Officer & Elections Committee**

- 2.1 The Board of Trustees shall appoint a Returning Officer on an annual basis
  - 2.1.1 The Returning Officer shall be independent of the staff, officers, trustees, and student members of the union.
  - 2.1.2 The Returning Officer will meet one or more of the following criteria:
    - 2.1.2.1 Be an employee or Returning Officer of the National Union of Students
    - 2.1.2.2 Be a senior member of Edge Hill University's academic or administrative staff
    - 2.1.2.3 Be any other person agreed by the Board of Trustees, with the exception of those referred to in 2.1.1 of this bye-law.
  - 2.1.3 If the person appointed to be Returning Officer is unable to discharge their duties, the Board of Trustees may appoint an alternative, in accordance with the criteria outlined in 2.1.1 and 2.1.2. This person will have the same responsibilities and authority as the original appointee.
- 2.2 The Returning Officer will have overall responsibility for the conduct and administration of all crosscampus elections. However, responsibility for interpreting elections regulations will, in the first instance, be delegated to a designated Deputy Returning Officer.
  - 2.2.1 The Deputy Returning Officer will be a member of Edge Hill Students' Union staff.
  - 2.2.2 Responsibility for appointing the Deputy Returning Officer will be delegated by the Board of Trustees to the Chief Executive Officer of the union.
  - 2.2.3 If the person appointed to be Deputy Returning Officer is unable to discharge their duties, the Board of Trustees or Chief Executive may appoint an alternative, in accordance with the criteria outlined in 2.2.1. This person will have the same responsibilities and authority as the original appointee.

2.3 The Deputy Returning Officer will convene an Elections Committee for cross-campus elections, consisting of eligible student representatives, which will meet at least twice while voting is open.

2.3.1 The Elections Committee shall be chaired by the Deputy Returning Officer and will consist of a full-time officer and four other elected student representatives, drawn from Student Trustees and Part-Time Officers, unless:

2.3.1.1 That student or Officer is a candidate in the election.

2.3.1.2 That student or Officer is a member of a candidates' campaign team.

2.3.1.3 That student or Officer is known to have a personal relationship with a candidate that would constitute a conflict of interest.

2.3.2 The Deputy Returning Officer will have sole responsibility for determining Elections Committee eligibility.

2.3.3 In the event that there are insufficient Elections Committee members who meet the criteria outlined in 2.3.1, alternative candidates will be sought from the wider student community. In the first instance, members will be sought who have served in other representative positions within the union.

2.3.4 Members of the Elections Committee will be required to sign a declaration, stating their independence from the election.

2.3.5 Elections Committee will be responsible for assessing any formal complaints made against a candidate, in accordance with the complaints procedure outlined in this bye-law.

2.4 Any ruling of the Returning Officer will be deemed final.

### **3. When Elections Should Happen**

3.1 The Union's Officer team for any academic year will be elected via a secret, campus-wide ballot. In the first instance, this ballot will be held before the end of the spring term of the preceding academic year.

3.2 The union's delegation to the annual NUS conference will be elected at an agreed time between 1<sup>st</sup> October and 31<sup>st</sup> March of the relevant academic year. Any such election is contingent on EHSU being affiliated to NUS and will be conducted in accordance with NUS regulations.

3.3 For any cross-campus election, a copy of the elections timetable and elections bye-law must be available to the union membership at least 20 days before voting opens.

### **4. Election of Union Officers**

4.1 All elected Sabbatical Officer positions are open to any current Edge Hill University student who is a full member of the union.

- 4.1.1 Once elected, members shall commence their term in office on the 1<sup>st</sup> July and will remain in office until the following 30<sup>th</sup> June, unless they resign or are removed from office in accordance with the relevant procedures outlined in the union's constitution. Flexibility regarding the start date due to a student's course of study will be dealt with on a case by case basis.
- 4.1.2 In accordance with the 1994 Education Act, no member can hold office as a Sabbatical Officer for more than two academic years.
- 4.2 To stand for election as a Part-Time Officer representing a specific liberation group, candidates must self-define as part of that group.
- 4.3 To stand for election as a Part-Time Officer representing a specific section of the student population as designated by registration status, candidates must be registered with the university as a student who falls within that category at the time their post would commence.
- 4.4 A bye-election held in accordance with the regulations outlined in this document may be called in the event of a Sabbatical Officer or Part-Time Office role not being filled. This principle applies to any election where "Re-open Nominations" is the winning candidate.
- 4.5 Members are not eligible to stand for more than one Union Officer position in any set of elections.

## **5. Nominations Procedure**

- 5.1 All nominees must submit their nomination form prior to the close of the designated nomination period.
- 5.2 All candidates for Union Officer positions must submit a manifesto. All manifestos will be expected to adhere to the following criteria:
- 5.2.1 They must comply with the union's equality and diversity policy.
- 5.2.2 They must not refer to the personal conduct or character of a rival candidate.
- 5.2.3 They must not be factually incorrect or defamatory.
- 5.2.3.1 Any manifesto which does not, at the discretion of the Deputy Returning Officer, meet these criteria, will be returned to the candidate for amendment prior to voting opening.
- 5.3 Nominations for Sabbatical Officer positions will be open for a minimum of ten academic days.
- 5.4 Nominations for Part-Time Officer positions will be open for a minimum of two academic days.
- 5.5 Nominations will not be accepted from two or more members seeking election jointly for a single post.
- 5.6 All candidates for union officer positions will be expected to attend a candidates' briefing session in advance of voting opening.

## **6. Campaigning and Publicity**

- 6.1 Maximum candidate expenditure will be set by the Deputy Returning Officer and communicated to members when nominations open. Candidates must not exceed their budget limits.
- 6.1.1 All campaign resources will have a cost price determined by the Deputy Returning Officer, with the exception of items that a candidate will be reasonably expected to own already. A list of such items will be shared with candidates before voting opens.
- 6.1.2 Each candidate must submit a statement of their campaign expenditure, including any receipts, to the Deputy Returning Officer within one hour of voting closing.
- 6.2 The Deputy Returning Officer may impose restrictions on the type and number of physical campaign materials that candidates can display. Any such restrictions will be communicated in advance of voting opening.
- 6.3 The display of physical campaign materials will not be permitted until an agreed date communicated to candidates by the union.
- 6.4 Campaigners may only use mailing lists where lawful to do so. In most cases this will require the consent of the members on the list to use their details.
- 6.5 The use of social networking sites will be considered word of mouth communication and candidates will be free to make use of them to the extent that they do not contravene any of the other regulations listed in this document. However, any promoted social media posts must be included in a candidate's campaign expenditure.
- 6.6 Candidates and their campaign team must respect university regulations on the display of campaign materials at all times.
- 6.7 It is not permitted for any candidate to use the union's branding in their campaign materials, nor is it permitted for any candidate to suggest that their policies are endorsed by the union.
- 6.8 While voting is open, there may be designated areas around campus where candidates and their campaign team are not permitted to campaign actively. These areas will be agreed with the university and communicated to candidates prior to voting opening.
- 6.9 Candidates may not obstruct, deface or tamper with any other candidate's campaign material.
- 6.10 Any aggressive, offensive or malicious behaviour from candidates or their campaign team should be reported to the Deputy Returning Officer as a complaint which will be dealt with accordingly.
- 6.11 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 Deputy Returning Officer or offer the opportunity to any rival candidate contesting the same position.

- 6.12 Current elected officers must not campaign while 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.
- 6.13 Candidates and their campaign team are not permitted to provide voters with electronic devices, such as mobile phones or tablets, on which to vote.
- 6.14 Campaigners must allow voters to cast their ballot freely and must not communicate with voters in any way once they have begun to complete their ballot.
- 6.15 Bribery of voters is not permitted in any circumstances.
- 6.16 Candidates must not break any general union and university rules and regulations. This also includes the Law.
- 6.17 Any candidate found to be in breach of any of the above rules may, at the discretion of the Returning Officer, face sanctions up to and including disqualification from the elections. Other sanctions may include a formal warning or suspension of campaigning activity for a designated period.

## **7. Voting Procedure**

- 7.1 All full members of the union will be able to vote in Union Officer elections, with the exception of Women's Officer, which only students registered with the university as women will be able to vote for. In the event that a self-defining woman is not registered with the university as a woman, they should contact the Deputy Returning Officer who will take steps to ensure their eligibility to vote for this position.
- 7.2 The Deputy Returning Officer shall publicise a list of candidates' manifestos, no later than three 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 and a list of candidates shall be publicised within 24 hours of nominations closing.
- 7.3 Students vote using an online system that members can access using their university credentials.
- 7.4 Before being able to cast a vote online, voters shall see candidates' names and manifestos.
- 7.5 Re-Open Nominations shall be a candidate in all Union elections.
- 7.6 Voting will be by secret ballot and conducted in accordance with the rules for the operation of a Single Transferrable Voting system as defined by the Electoral Reform Society.
- 7.7 A contingency plan will be in place should there be any fault with the online system.

## **8. Declaration of Results**

- 8.1 The Deputy 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 three years 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 Formal complaints concerning the good conduct of a candidate or the administration of the election should be submitted in writing and be referred to the Elections Committee and the Returning Officer before the close of the ballot. The Elections Committee will try to resolve all complaints, prior to submission to the Returning Officer.

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

9.3 Any challenge or complaint concerning the good administration of the election or concerns regarding the vote count will be heard and determined by the Returning Officer within two academic days of such a complaint being lodged by any full union member or candidate.

9.4 In determining a resolution to the complaint, the Deputy Returning Officer, shall refer in the first instance to the decision of the Elections Committee. If the complaint cannot be resolved through the Elections Committee it shall be referred to the Returning Officer who, after hearing all appropriate evidence may: not uphold the complaint; halt elections for specified positions, disqualify a specified candidate who, in their view, has breached election regulations or guidelines set out in this bye-law.

9.5 The Returning Officer and the Deputy Returning Officer reserve the right to consider complaints as vexatious and may take disciplinary action accordingly.

9.6 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 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 A copy of the election timetable and election bye-law will be made available to the Union membership at least 15 academic days before voting opens.

10.4 Once elected, members shall commence their term in office from the declaration of results (assuming no complaints are made) until the 30th June that academic year.

10.5 Nominations for Sabbatical positions will be open for a minimum of one 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/ Deputy Returning Officer.

## **Bye-Law Four**

### **AFFILIATIONS**

#### ***How affiliations are dealt with***

1. The definition of affiliation is to become an official member of a specific group or organisation.
  - 1.1. 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.
  - 1.2. New affiliations will be passed by the Board of Trustees.

## BYE-LAW FIVE

### THE STUDENT COUNCIL

The Board of Trustees has established a committee known as Student Council in accordance with articles 32 of our constitution. This bye-law identifies the purpose of Student Council, with particular emphasis on its membership, scope of its authority and responsibilities.

This document should be read in conjunction with our Constitution. In the event of any conflict, our Constitution shall be regarded as having overriding authority.

#### **Purpose**

The primary purpose of Student Council is to ensure that our policy and campaigning focus is representative of the views and interests of Edge Hill University students. To this end, its responsibilities as delegated by the Board of Trustees are as follows:

- To provide a platform for members to share their views on any issue that falls within our charitable objects as identified in Article 4 of our Constitution. For the avoidance of doubt, these objects are the advancement of the education of students at Edge Hill University for the public benefit by:
  - promoting the interests and welfare of students at Edge Hill University during their course of study and representing, supporting, and advising students;
  - being the recognised representative channel between students, Edge Hill University and any other external bodies; and
  - providing social, cultural, sport and recreational activities and forums for discussion and debate for the personal development of our members
- To create official policy and monitor its implementation
- To propose and monitor campaigning activity in accordance with our charitable objects
- To receive reports from and question Elected Officers for the purposes of accountability
- To mandate Elected Officers to lobby internal or external stakeholders within the provisions contained in the Education Act 1994 and EHSU's charitable objects
- Any other powers as identified and delegated by the Board of Trustees

#### **Membership**

Any member of the Students' Union may attend Student Council meetings, and propose policies to be voted on, as well as having the opportunity to ask questions and speak for or against any policies that are proposed.

The membership of Student Council shall consist of the following representatives who will – unless otherwise stated – be responsible for voting on any policies submitted:

- Student Council Chair, elected through a ballot of all eligible Students' Union members on an annual basis. The elected Chair must be registered as an Edge Hill University student for the duration of their time in post and cannot hold the role concurrently with that of a Sabbatical Officer or Part-Time Officer. The responsibilities of the Student Council Chair include, but are not limited to:
  - Ensuring that the business of Student Council is conducted fairly, transparently, and democratically;
  - Scrutinising any policy proposals submitted prior to meetings in accordance with the Education Act 1994 and our charitable objects and suggesting amendments as appropriate;
  - Keeping Student Council meetings in order, ensuring the discussion is relevant, and providing information that is pertinent to the business and procedure of the meeting

- Providing the casting vote where the decision is tied. In all other circumstances, the Chair will not vote on any policies discussed.
- All elected Sabbatical Officers for the duration of their term in office
- All elected Part-Time Officers for the duration of their term in office. In the event of new Part-Time Officer positions being created, the person elected into the position will become a member of Student Council from the first meeting after their election.
- Representatives drawn from the plurality of stakeholders that constitute our membership. These will include Academic Representatives from each of Edge Hill University's three faculties, as well as representatives from student-led committees or forums overseen by the Students' Union. In the case of liberation and sections committees chaired by Part-Time Officers, the relevant Part-Time Officer will be that committee's designated representative on Student Council.
- A designated number of Open Representatives elected through a ballot of all eligible Students' Union members on an annual basis.
- A designated number of casual places open to any current Edge Hill University student wishing to attend Student Council with voting rights on a no commitment basis. Members will apply for a casual place in advance of the meeting. In the event of casual places being oversubscribed, places will be allocated via a lottery system.

### **Membership Review**

Membership of Student Council shall be reviewed on an annual basis. Any recommendations will be subject to approval by the Board of Trustees.

Students' Union staff and trustees will be permitted to attend Student Council on a non-voting basis. At the Chair's discretion, however, they may be asked to speak on issues relating to the business and procedure of the meeting.

### **Policy-Making Powers**

Legally, everything the Students' Union does must comply with the Education Act 1994, as well as current UK Charity and Company law. This means that there are limits on what the Students' Union can and cannot do.

In accordance with the Education Act, as a Students' Union, we are required to promote the interests of students as students, operate in a fair and democratic manner, and manage resources fairly and appropriately. As a registered charity, all of our activity must fall within the organisation's charitable objects identified above. Accordingly, any policy submitted to Student Council should adhere to these objects. Failure to do so will result in proposals not being approved and ratified by the Board of Trustees on account of being *ultra vires* (i.e. "outside the powers" of the Students' Union).

In accordance with articles 28.1 and 28.2 of our constitution, the Board of Trustees is responsible for the management and administration of the Students' Union. To this end, the Trustees' powers include the governance, budget, and strategy of the organisation. Accordingly, any policy proposals relating to the following will be deemed beyond the authority of Student Council (this list is not exhaustive):

- The allocation and management of staff resources, including appointments or termination of employment
- Requests for funding. In accordance with article 30.1.4 of our constitution, Student Council will not be authorised to allocate financial resources or specify the level of cost to be incurred in relation to any proposed policy. A policy proposal may mandate an action from a named actor, such as an elected officer. Any expenditure that is subsequently incurred will be determined by the named actor to the

extent of their delegated authority from the Board of Trustees and in line with the Students' Union's agreed annual budget.

Any current Edge Hill University student may submit a policy to Student Council, providing it meets the following criteria:

- It is submitted in written form by an agreed date in advance of the meeting.
- It adheres to the provisions contained within the Education Act 1994 and our charitable objects, as well as the terms of reference outlined in this document
- It is within the law.

Any policy passed by Student Council is subject to approval by the Board of Trustees. In accordance with article 28.3 of our constitution, the Board of Trustees may override any decision or policy made by student members if, at their absolute discretion, they consider it:

- Has or may have financial implications for the Students' Union
- Breaches our legal obligations, as identified above
- Not to be in the best interests of the Students' Union or our charitable objects.

Any policy approved by Student Council and subsequently ratified by the Board of Trustees will remain active for three years, at which time it will either lapse or be renewed through a vote of Student Council or any equivalent committee.

Policies mandating specific, time-bound actions will be deemed closed once the designated action has been completed.

### **Meeting Procedure and Protocol**

At least three (3) Student Council meetings shall be held each academic year. Additional meetings may be called by a request to the Chair from at least 10 EHSU Council members or by a resolution of the Board of Trustees.

Policy proposals will be invited from all Edge Hill University students, with the date by which proposals must be submitted agreed by the Chair and designated meeting secretary, before being advertised to members. Guidance for submitting policy proposals to Student Council will be made available on the Students' Union website.

As stated above, all policy proposals submitted will be scrutinised by the Chair and Secretary prior to the meeting taking place to assess whether they fall within the scope of Student Council's powers as identified in this document. In the event that a policy does not meet these criteria, the proposer will have the opportunity to make amendments and resubmit their policy at a later date.

An agenda for each meeting and any relevant meeting papers will be provided to all Student Council members and published online for an agreed period in advance of the meeting.

In addition to policy motions submitted in advance of the meeting, each Student Council meeting shall contain the following standing items:

- Minutes of the previous meeting for approval
- Reports from Sabbatical Officers updating members on what they have been working on. This will be followed by an opportunity for any Edge Hill University student in attendance to ask Sabbatical Officers

questions for the purposes of accountability. Questions may also be submitted in advance of meetings by any Edge Hill University student and read out by the Chair. In all cases, questions must relate to Sabbatical Officers' work, with authority for interpreting whether a question meets this criterion delegated to the Chair. Officer reports will be subject to approval from Student Council members. Officers will not be permitted to vote to approve their own report.

- Policy proposals submitted in writing by Edge Hill University Students or Sabbatical Officers for approval by Student Council
- Open discussion on a topic agreed in advance of the meeting. Any Edge Hill University student can submit a topic for discussion, as long as it adheres to the provisions of the Education Act 1994, our charitable objects identified above, and the terms of reference as laid out in this document.

In the case of policies submitted for approval by Student Council, the proposer or a nominated proxy will be expected to speak to their motion at the meeting for a period no longer than two minutes. Responsibility for ensuring speeches do not exceed this time limit will rest with the Chair.

In accordance with Article 2 of our Campaigning bye-law, any policy discussed at Student Council will be debated in a fair, non-discriminatory and impartial manner. To this end, a fair debating procedure will be adhered to. The Chair will request speeches of no longer than one minute both for and against a policy, with those in attendance also having the opportunity to pose questions to the person who has proposed the policy. Voting will only take place when the Chair is satisfied that adequate discussion has taken place.

Emergency policy motions may be considered for discussion and approval at the Chair's discretion, providing they meet the following criteria:

- They relate to issues that have occurred after the original policy submission deadline
- They relate to urgent business that cannot be deferred until the next scheduled meeting
- They are submitted at least three hours prior to the meeting beginning.

The proposer will have the option to request amendments to the policy they have submitted. Any amendment must not alter the overall character of the policy to a significant degree. It is at the discretion of the Chair to determine whether any amendments are permissible. In the event of an amendment being accepted, voting will proceed as it would for any other motion submitted.

Procedural motions may be submitted by any member at any point during a meeting, except when voting is taking place. Procedural motions should be submitted to the meeting secretary, who will be tasked with bringing it to the attention of the Chair. Procedural motions can be submitted for the following purposes:

- To challenge a ruling by or submit a vote of no confidence in the Chair. In each case, the Chair will step down temporarily, with the Secretary or another nominated Students' Union staff member taking the role of Acting Chair. The proposer and the Chair (or nominated proxies) will speak in turn, before a vote, requiring a simple majority to pass, is taken. Should a challenge to the Chair's ruling be upheld, the Chair's ruling will be overturned. If a vote of no confidence passes, the meeting shall proceed with the Acting Chair. Otherwise, the meeting will proceed as previously.
- To commend or censure an Elected Officer or Officers. Each party will have the opportunity to speak to the motion before a vote, requiring a simple majority to pass, is taken. In the event of such a motion passing, the matter will be referred to the Board of Trustees after the meeting to determine what, if any, action should be taken. The remainder of the meeting will proceed as normal, with the Elected Officer or Officers retaining their membership and associated voting rights.

- To check whether a meeting is quorate.

### **Voting**

No member of Student Council will be allowed to cast more than one vote. In the event that a member of Student Council qualifies for multiple *ex officio* positions, their vote will be reallocated to someone else.

With the exception of Sabbatical Officers, any member of Student Council may nominate a proxy to vote on their behalf. In all cases, the proxy should belong to the specific constituency of students the absent Student Council member has been elected to represent. The Chair must be notified in advance of the meeting if a member intends to nominate a proxy.

In the event that they are unable to attend a meeting, all members, with the exception of casual places, may vote on any item on the agenda *in absentia*. Votes submitted *in absentia* must be sent to the meeting secretary at least three hours before the meeting begins.

With the exception of recommendations to amend the Students' Union constitution, which will require a supermajority of 67%, all policy proposals will require a simple majority for approval. In the event of a tie, the Chair will cast the deciding vote.

Quorum for all meetings shall be 33% plus one of elected Student Council members.

### **Reporting**

The secretary for Student Council will be a designated member of Students' Union staff.

As stipulated above, minutes of all Student Council meetings will be subject to approval by elected members at the next meeting, before being posted on the Students' Union website.

## BYE-LAW SIX

### CAMPAIGNING

Edge Hill Students' Union undertakes, hosts or facilitates a variety of activity that might be regarded as involving campaigning or political activity. Political activity is defined by the Charity Commission as activity aimed at securing, or opposing, any change in the law or in the policy or decisions of central government, local authorities or other public bodies, whether in this country or abroad. Campaigning and political activity is undertaken by the union only in support of the delivery of its charitable objects and with due regard to the overall financial position of the union, any risks involved in the proposed activity and its other commitments and legal obligations.

This statement describes the different types of activity commonly undertaken by the union or using union facilities and sets out who to contact if you have any questions or concerns.

#### **1. Campaigning on matters that advance the education and welfare of students**

From time to time EHSU often undertakes direct campaigning activity to advance the interests of its student members, in their capacity as students. Examples might include campaigning for better contact time, higher quality student housing or a flexible lifelong learning system. Campaigning activity of this type will only be pursued outside of the university to the extent that the Trustees believe it will advance the educational experience of students at the university in furtherance of the union's charitable objects.

#### **2. Debating activity**

EHSU's democratic structures include the opportunity for students to debate, and sometimes take a position on, matters which do not affect students as students. This debating activity is intended to be educational in character and not to influence law or policy outside of the union and the university, meaning that participation in this activity advances the charitable objects of the union. The Union may reach and communicate a "corporate conclusion" on the subject matter of such debates, to the effect that a particular policy or course of action would be desirable, even if that desirability is justified in the course of debate on the effect it would have on persons who are not students.

EHSU will not seek to communicate or otherwise adopt that corporate conclusion outside of the union or the university, as this may result in the activity exceeding the boundaries of facilitating educational debate within the union and the university. EHSU is committed to ensure that the processes of debate are fair, nondiscriminatory and impartial, even though the subject matter of the debate may be controversial or politically contentious. The corporate conclusion reached by the union is always subject to challenge by counter-motion, reflecting the motion process as one of continuous debate. EHSU is committed to assisting those who disagree with union policy in the process of preparing a counter-motion to ensure the continuation of that policy debate.

#### **3. Campaigning Student Groups**

EHSU resources are sometimes used to support clubs, societies and student campaign groups. These are supported and dealt with in an even-handed way, with funding and other resources being made available by the union on a fair, equitable and non-discriminatory basis. This activity is intended to be educational, and so to further the charitable purposes of the union, by encouraging students to develop their political knowledge and awareness and to debate current political issues.

The union does not make any direct donations to external organisations, particularly political parties, or causes, and does not permit union resources to be donated to such organisations, parties or causes by clubs, societies or student campaign groups. Students are entitled to provide personal support to political organisations, parties and causes outside the university at their individual discretion, provided they do not use union resources (including resources provided by the union to a student club, society or campaign group) to do so.

### **Processes**

The Union's Trustee Board oversees the process by which this activity is regulated, funded and managed, ensuring that the charitable funds, property and other resources (including the time of a sabbatical officer) of the union are used to further and serve the union's charitable objects.

The Union's Board annually reviews activity and expenditure falling within the categories/definitions outlined above, publishing the results of that analysis and this statement in the Annual Report.

Anyone with questions or concerns about the activity should contact the EHSU Chief Executive.