

The Companies Acts ~~1985 to~~ 2006

Company Limited by Guarantee ~~and not Having a~~without Share Capital

Articles of Association
of
University of Birmingham Guild of Students

~~October 2015~~

~~Bates Wells & Braithwaite London LLP~~

Company Number: 06638759

[TBC 2024]

10 Queen Street Place
London EC4R 1BE
bateswells.co.uk
(Telephone: 020 7551 7777)
(RMC/LR/203434/0001)
www.bateswells.co.uk

The Companies Acts ~~1985 to~~ 2006

Company Limited by Guarantee ~~and not Having a~~without Share Capital

Articles of Association

of

University of Birmingham Guild of Students

BACKGROUND

- A. The University of Birmingham Guild of Students (“the Guild”) is a students’ union within the meaning of the Education Act 1994. The Guild is devoted to the educational interests and welfare of its Members. ~~This Memorandum and the~~The Guild’s Articles of Association have been structured to give the Board of Trustees reasonable authority to manage the affairs of the Guild 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 the Members.
- B. The Guild will seek at all times to:
- 1.1 ensure that the diversity of its membership is recognised and that equal access is available to all Members of whatever origin or orientation;
 - 1.2 pursue its aims and objectives independent of any political party or religious group; and
 - 1.3 pursue equal opportunities by taking positive action within the law to facilitate participation of groups discriminated against by society.

- C. Under the Education Act 1994, the University of Birmingham has a statutory duty to ensure that the Guild operates in a fair and democratic manner and is required to ensure proper accountability for its finances. ~~This Memorandum and the~~The Guild's Articles of Association contain provisions to recognise where the Guild must seek the approval and direction of the University of Birmingham in furtherance of this statutory duty. The Guild therefore works alongside the University of Birmingham in ensuring that the affairs of the Guild are properly conducted and that the educational and welfare needs of the Guild's Members are met.

Interpretation

1. In these Articles and the Memorandum Schedule the following terms shall have the following meanings:

Term	Meaning
1.1 “Academic Year”	the period between 1 October in one year and 30 September in the next year or such other period as may be determined by the University of Birmingham as the period during which Students are required to be registered with the University of Birmingham. Each Academic Year is for the time being divided into two semesters;
1.2 “address”	includes a number or address used for the purposes of sending or receiving documents by electronic means;
1.3 “Appointments Panel”	the panel set up in accordance with the Bye-Laws that will include the President, the Chair, two representatives <u>Committee</u> of the University Board of Birmingham, the Sabbatical Officer for Representation and Resources, two Students, two members <u>Trustees</u> which oversees the <u>appointments</u> of the Guild Officer Group who are not <u>Board of</u> Trustees and one postgraduate Student. The <u>the</u> Chief Executive shall be an observer; <u>Officer, set up in accordance with the Bye-Laws</u>
1.4 “Articles”	these Articles of Association of the Guild;
1.5 “Bye-Laws”	the bye-laws setting out the working practices of the Guild made from time to time in accordance with Article 31;
1.6 “Chair”	the chair <u>Chair</u> of the Board of Trustees, who shall be one of the External Trustees as set out in the Bye-Laws;
1.7 “Chief Executive”	the chief executive <u>Chief Executive</u> of the Guild who is appointed by the Board of Trustees;
1.8 “circulation date”	in relation to a written resolution, has the meaning given to it in the Companies Acts;

- 1.9 “clear days” in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
- 1.10 “Code of Practice” the code of practice relating to the University of Birmingham’s obligations under section 22 of the Education Act 1994;
- 1.11 “Companies Acts” has the meaning given to it in section 2 of the Companies Act 2006;
- 1.12 “Connected Person” (a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a Trustee; or (b) any other person in a relationship with a Trustee which may reasonably be regarded as equivalent to such a relationship; or (c) any company or firm of which a Trustee is a paid director, partner or employee, or shareholder holding more than 1% of the capital;
- 1.13 “Education Act” the Education Act 1994;
- 1.14 “electronic form” and “electronic means” have the meanings respectively ascribed to them in the Companies Act 2006;
- 1.15 “External Trustees” a Trustee appointed in accordance with Article 15 who, if an alumnus of the University of Birmingham, must have graduated from the University of Birmingham for a period of at least five years 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 1994 and shall not be an employee of the Guild or the University of Birmingham;
- 1.16 “Facilitator” has the meaning given in Article Error! Reference source not found.;
- ~~1.16~~1.17 “financial expert” an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;
- ~~1.17~~1.18 “Guild” the University of Birmingham Guild of Students;

<u>1.18</u> <u>1.19</u>	“Guild Officer Group”	the group set up in accordance with the Bye-Laws;
<u>1.19</u> <u>1.20</u>	“hard copy” and “hard copy form”	have the meanings respectively ascribed to them in the Companies Act 2006;
<u>1.20</u> <u>1.21</u>	“Members”	members of the Guild being students of the University of Birmingham as further defined in Article 3, Sabbatical Officers and the University of Birmingham;
<u>1.21</u> <u>1.22</u>	“Memorandum” and “Memorandum of Association”	the Schedule to these Articles which incorporates the provisions formerly contained in the Memorandum of Association of the Guild;
<u>1.22</u> <u>1.23</u>	“Personal Interest”	a financial interest or an interest that does not arise in the ordinary course of being a Member or a Trustee (for example, being a member of a club or society);
<u>1.23</u> <u>1.24</u>	“President”	the president of the Guild as elected by the Members in accordance with the Bye-Laws;
<u>1.25</u>	“Public Holiday”	<u>means Christmas Day, Good Friday and any day that is a bank holiday under the Banking and Financial Dealings Act 1971 in the part of the United Kingdom where the company is registered;</u>
<u>1.24</u> <u>1.26</u>	“Referendum”	a ballot in which all Members of the Guild are entitled to cast a vote, the protocol for which is set out in the Bye-Laws;
<u>1.25</u> <u>1.27</u>	“Sabbatical Officer”	a student of the University of Birmingham elected to be a full-time officer of the Guild and who is required to take a leave of absence from his or her <u>their</u> studies at the University of Birmingham during his or her <u>their</u> term in office;
<u>1.26</u> <u>1.28</u>	“Sabbatical Trustee”	a Trustee elected in accordance with Article 9;
<u>1.27</u> <u>1.29</u>	“Secretary”	the company secretary of the Guild;
<u>1.30</u>	“simple majority”	<u>means more than half;</u>
<u>1.28</u> <u>1.31</u>	“Student”	any individual who is registered for an approved programme of study at the University of Birmingham;
<u>1.29</u> <u>1.32</u>	“Student Trustee”	a Trustee elected in accordance with Article 11 who is a Student and for the avoidance of doubt shall not, for the purposes of section 22 of the Education Act, be a major union office holder;

- ~~1.30~~1.33 “Subsidiary Company” any company in which the Guild holds more than 50% of the shares, controls more than 50% of the voting rights attached to the shares or has the right to appoint a majority of the board of the company;
- ~~1.31~~1.34 “Trustee” and the External Trustees, the Sabbatical Trustees, the Student Trustees and the University Trustee;
- ~~1.32~~1.35 “University of Birmingham” of the University of Birmingham constituted by Royal Charter dated 24 March 1900; and
- ~~1.33~~1.36 “University Trustee” a Trustee appointed, ~~ex officio~~, by the University under Article 8.4.

2. In these Articles ~~and the Memorandum~~:
- 2.1 unless the context otherwise requires, words or expressions contained in the Articles bear the same meaning as in the Companies Act 2006 as in force on the date when these articles became binding on the Guild;
- 2.2 any reference in these Articles ~~or the Memorandum~~ 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; and
- 2.3 words importing the singular shall include the plural and vice versa.

Members

3. The Members shall be as follows:
- 3.1 the subscribers to the Memorandum and each and every Student who has not opted out by notifying the Secretary of ~~his or her~~their wish not to be a Member of the Guild;
- 3.2 the Sabbatical Officers; and
- 3.3 the University of Birmingham as a corporate member.
4. Membership shall not be transferable and shall cease on death. A Member shall cease to be a Member:
- 4.1 automatically when ~~he or she ceases~~they cease to be a Sabbatical Officer or a Student; and/or
- 4.2 on the expiry of at least seven clear days’ written notice given by ~~him or her~~them to the Secretary of ~~his or her~~their intention to opt out of membership.
5. Members’ details shall be entered in a register of Members.
6. Members of the Guild shall be entitled to the benefits set out in the Code of Practice.

Trustees

Number of Trustees

7. There shall be not more than eighteen Trustees. Whenever the total number of Trustees falls below eighteen, the Trustees shall take reasonable steps to appoint or elect new Trustees in accordance with Articles ~~23 to~~23 to 25 ~~to ensure that, so far as practicable,~~ the composition of the Board as specified in Article 8 is maintained.

Appointment of Trustees

8. The Trustees shall be made up of the following persons:
 - 8.1 not more than seven Sabbatical Trustees, elected in accordance with Article 9;
 - 8.2 not more than four Student Trustees, appointed in accordance with Article 11;
 - 8.3 not more than six External Trustees, appointed in accordance with Article 15;
 - 8.4 One University Trustee ~~such as the Registrar and Secretary, ex officio,~~ appointed by the University by written notice to the Guild from time to time.

Sabbatical Trustees

9. The seven Sabbatical Trustees shall be the President and the six other Sabbatical Officers whose identity and election by cross campus ballot shall be as set out in the Bye-Laws.
10. The Sabbatical Trustees shall remain in office 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:
 - 10.1 a Sabbatical Trustee may serve a maximum of two terms as a Sabbatical Trustee. For the avoidance of doubt, these terms may be either consecutive or non-consecutive;
 - 10.2 each Sabbatical Trustee must be a Member at the time of ~~his or her~~their election and shall continue to be a Member for the duration of their term as a Sabbatical Trustee;
 - 10.3 the Sabbatical Trustees shall be deemed to be “major union office holders” for the purposes of section 22 of the Education Act; and
 - 10.4 the duties and method of remuneration of each Sabbatical Trustee shall be as set out in the Bye-Laws.

Student Trustees

11. Subject to Article 12 below, up to four Student Trustees shall be appointed by a simple majority vote of the Appointments Panel. ~~There should be at least one undergraduate Student Trustee, one postgraduate Student Trustee, and one international Student Trustee~~The specific roles may be determined by the Appointments Panel subject to any relevant provisions in the Bye-Laws.

12. Each Student Trustee must be a Student at the time of ~~his or her~~their election (and shall continue to be a Student for the duration of ~~his or her~~their term as a Student Trustee) but a Student who is a major union office holder for the purposes of section 22 of the Education Act may not become a Student Trustee.
13. Student Trustees shall remain in office for a term of two years. The term of office may be shorter or longer on a transitional basis to coincide with the alteration of the year start or end.
14. A Student Trustee may serve a maximum of two consecutive terms.

External Trustees

15. Up to six External Trustees shall be appointed by a simple majority vote of the Appointments Panel. Unless their appointment is terminated in accordance with Articles ~~20~~21 or 23, External Trustees shall remain in office for a term of up to three years calculated from the date of appointment.
- ~~16.~~—An External Trustee may serve a maximum of two terms. For the avoidance of doubt, these terms may be either consecutive or non-consecutive, and the re-appointment of a serving External Trustee shall be by the same process in place for any other appointment of an External Trustee.
- ~~17.~~—~~Intentionally left blank.~~
- ~~18.~~16. ~~Intentionally left blank.~~

Disqualification, Removal or Resignation of Trustees

- ~~19.~~17. The office of a Trustee shall be vacated if:
 - ~~19.1~~17.1 ~~he or she ceases~~they cease to be a company director by virtue of any provision of the Companies Acts or ~~he or she becomesthey become~~ prohibited by law from being a company director;
 - ~~19.2~~17.2 ~~he or she is~~they are disqualified under the Charities Act 2011 from acting as a charity trustee;
 - ~~19.3~~17.3 ~~he or she becomesthey become~~ bankrupt or ~~makes~~make any arrangement or composition with ~~his or her~~their creditors generally;
 - ~~17.4~~ in the case of a ~~Student~~Sabbatical Trustee, ~~he or she ceases~~they cease to be a Sabbatical Officer or an employee of the Guild;
 - ~~19.4~~17.5 ~~in the case of a Student Trustee, they cease~~ to be a Student;
 - ~~19.5~~17.6 ~~the Trustees reasonably believe he or she is suffering from mental disorder and~~ ~~isthey have become physically or mentally~~ incapable of ~~acting~~managing their own affairs and they resolve ~~that he or she be removed~~to remove them from office;

~~19.6~~17.7 ~~he or she resigns~~they resign by notice to the Guild (but only if at least three Trustees will remain in office when the notice of resignation is to take effect); or

~~19.7~~17.8 ~~he or she fails~~they fail to attend three consecutive meetings of the Trustees and in the opinion of the Trustees there are no mitigating circumstances for that failure and the Trustees therefore resolve that ~~he or she~~they be removed for this reason.

Removal of Trustees by the Members

18. The office of a Trustee save for the University Trustee shall be vacated if a ~~motion~~vote of no confidence in the Trustee is passed by a simple majority of Members voting in a Referendum, provided that at least 10% or more of Members, calculated as at the date on which the vote is announced, cast a vote in the Referendum. Such a ~~motion~~vote shall only be triggered by :

18.1 a petition of no confidence signed by at least 3% of Members;

18.2 a decision of the Scrutiny Panel (as defined in the Bye-Laws); or

~~19.8~~18.3 following the procedure using the Members' Democratic Process as set out in the Bye-Laws.

~~20.~~19. Where the Trustee removed under Article ~~20~~18 above is a Sabbatical Trustee, ~~he or she~~they shall be removed both from ~~his or her~~their remunerated sabbatical position and as a Trustee.

Removal of Trustees by the Board

~~21.~~20. Subject to the Chair who may exercise a right of veto, the office of a Sabbatical Trustee or a Student Trustee shall be vacated if a unanimous resolution of no confidence is passed by the ~~Sabbatical~~other Trustees and written notice of their removal is sent to the Student Trustees~~relevant Trustee~~. For the avoidance of doubt, the Trustee concerned shall not vote on this resolution and the quorum in Article ~~86~~91 shall be adjusted accordingly.

~~22.~~21. The office of External Trustee shall be vacated if a unanimous resolution of no confidence is passed by the other Trustees and written notice of their removal is sent to the relevant Trustee. For the avoidance of doubt, the Trustee concerned shall not vote on this resolution and the quorum in Article ~~86~~91 shall be adjusted accordingly.

Rights of Removed Trustee

~~23.~~22. A Trustee who is removed under Articles ~~22~~20 or ~~23~~21 shall have the following rights:

~~23.1~~22.1 a resolution to remove a Trustee shall not be passed unless the Trustee concerned has been given at least 14 clear days' notice in writing that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office, and has been afforded a reasonable opportunity of being heard by or making representations in writing to the Trustees; and

~~23.2~~22.2 a Trustee removed from office shall be entitled to appeal the decision to remove ~~him or her~~them to an Appeals Trustee Board Appeals Committee (as defined within 14

~~days of the Bye-Laws) in accordance with the resolution~~Byelaws. The selection of the members of the ~~Appeal~~Trustee Board Appeals Committee and its procedures will be as set out in the Bye-Laws.

Replacement of Trustees

~~24.23.~~ In the event of a vacancy on the Board of Trustees:

~~24.1~~~~23.1~~ if an External Trustee resigns, is disqualified or is removed from office, an External Trustee shall be appointed to the vacancy in accordance with Articles 15; and

~~24.2~~~~23.2~~ if a Student Trustee resigns, is disqualified or is removed from office, a Student Trustee shall be elected to the vacancy in accordance with Article 11.

~~25.24.~~ If a Sabbatical Trustee resigns, is disqualified or removed from office, the vacancy shall remain until the next annual Sabbatical Officer elections are held, or as is otherwise provided for in the Bye-Laws.

~~26.25.~~ If a person resigns between their election to the role of Sabbatical Trustee and becoming a Sabbatical Trustee, the vacancy shall be filled in accordance with the Bye-Laws. For the avoidance of doubt, any person elected under this Article shall be required to assume any other responsibilities of the Sabbatical Trustee.

Powers of Trustees

~~27.26.~~ Subject to the Companies Acts, the Education Act, ~~the Memorandum and~~ the Articles and the Bye-Laws, the business of the Guild shall be managed by the Trustees who may exercise all the powers of the Guild. No alteration of the ~~Memorandum or~~ Articles shall invalidate any prior act of the Trustees which would have been valid if that alteration had not been made. The powers given by this Article shall not be limited by any special power given to the Trustees by the Articles and a meeting of Trustees at which a quorum is present may exercise all powers exercisable by the Trustees.

~~28.27.~~ The Board of Trustees' powers under Article ~~28~~~~26~~ shall include but not be limited to ultimate responsibility for:

~~28.1~~~~27.1~~ the management and administration of the Guild;

~~28.2~~~~27.2~~ the governance of the Guild;

~~28.3~~~~27.3~~ the budget of the Guild; and

~~28.4~~~~27.4~~ strategy of the Guild.

~~29.28.~~ The continuing Trustees or a sole continuing Trustee may act despite any vacancies in their number but while there are fewer Trustees than required for a quorum the Trustees may only act for the purpose of increasing the number of Trustees or of summoning a general meeting of the Guild.

~~30.29.~~ All acts done by a person acting as a Trustee shall, even if afterwards discovered that there was a defect in ~~his or her~~their appointment or that ~~he or she was~~they were

disqualified from holding office or had vacated office be as valid as if such person had been duly appointed and was qualified and had continued to be a Trustee.

~~31.30.~~ Subject to the Articles the Trustees may regulate their proceedings as they think fit.

Bye-Laws

~~32.31.~~ The Board of Trustees shall have the power from time to time to make, repeal or alter Bye-Laws as to the management of the Guild and its working practices and affairs, the duties of any officers or employees of the Guild, as to the conduct of business by the Trustees or any committee and as to any matters or things within the powers or under the control of the Trustees, provided that such Bye-Laws shall not be inconsistent with the Companies Acts, ~~the Memorandum~~, the Articles, the ~~Guidance~~, Policy and Strategy Documents, the University of Birmingham's Charter, Statutes, Ordinances, Regulations and, insofar as they derive from a statutory responsibility of the University of Birmingham, policies. Where these Articles determine that a matter is to be determined in the Bye-Laws, and the Bye-Laws for the time being do not contain such a provision, the Trustees may make such provision to determine the issue as they see fit.

GuidancePolicy and Strategy Documents

~~33.32.~~ The Trustees shall have the power from time to time to make, repeal or alter ~~Guidance~~Policy and Strategy Documents provided that such ~~Guidance~~Policy and Strategy Documents shall not be inconsistent with ~~the Memorandum~~, the Articles, the University of Birmingham's Charter, Statutes, Ordinances, Regulations and, insofar as they derive from a statutory responsibility of the University of Birmingham, policies.

Delegation of Trustees' powers

~~34.33.~~ The Trustees may by power of attorney or otherwise appoint any person to be the agent of the Guild for such purposes and on such conditions as they determine.

~~35.34.~~ The Trustees may delegate any of their powers or functions to any committee or the implementation of any of their resolutions and day to day management of the affairs of the Guild to any person or committee in accordance with the conditions set out in these Articles and Bye-Laws.

Delegation to Committees

~~36.35.~~ In the case of delegation to committees:

~~36.135.1~~ _____ the resolution making that 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);

~~36.235.2~~ _____ the composition of any such committee shall be entirely in the discretion of the Trustees and may comprise such of their number (if any) as the resolution may specify;

~~36.3~~35.3 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;

~~36.4~~35.4 all delegations under this Article shall be variable or revocable at any time;

~~36.5~~35.5 the Trustees may make such regulations and impose such terms and conditions and give such mandates to any such committee as they may from time to time think fit; and

~~36.6~~35.6 no committee shall knowingly incur expenditure or liability on behalf of the Guild except where authorised by the Trustees or in accordance with a budget which has been approved by the Trustees.

~~37.36.~~ For the avoidance of doubt, the Trustees may delegate all financial matters to any committee ~~and may empower such committee to resolve upon the operation of any bank account according to such mandate as including the power to open and operate bank accounts and other facilities for banking s~~ it shall think fit whether or not requiring a signature of any Trustee.

~~38.~~—The meetings and proceedings of any committee shall be governed by the Articles regulating the meetings and proceedings of the Trustees so far as applicable and not superseded by any regulations made by the Trustees.

~~39.~~—~~The Trustees in accordance with their powers under Article 36 shall establish the following committees (this is a non-exhaustive list) which must act in accordance with the Articles and the Bye-Laws:~~

~~40.~~—~~Finance Committee;~~

~~41.~~—~~HR Committee;~~

~~42.~~—~~Audit and Risk Committee;~~

~~43.37.~~ ~~Appointments Panel.~~

Delegation of day to day management powers

~~44.38.~~ In the case of delegation of the day to day management of the Guild to a Chief Executive or other managers or officers:

~~44.1~~38.1 the delegated power shall be to manage the Guild by implementing the policy and strategy adopted by and within a budget approved by the Trustees and if applicable to advise the Trustees in relation to such policy, strategy and budget;

~~44.2~~38.2 the Trustees shall provide the manager with a description of ~~his or her~~their role and the extent of ~~his or her~~their authority; and

~~44.3~~38.3 the manager shall report regularly to the Trustees on the activities undertaken in managing the Guild and provide them regularly with management accounts sufficient to explain the financial position of the Guild.

Members' Meetings

~~45.39.~~ Articles ~~4340~~ to ~~7883~~ shall apply to Members' meetings.

General meetings

~~46.40.~~ The Trustees may call a general meeting at any time. The Trustees shall call a general meeting on receiving a requisition to that effect, signed by at least 5% of the Members having the right to attend and vote at general meetings. In default, the requisitionists may call a general meeting in accordance with the Companies Acts.

Length of notice

~~47.41.~~ Unless Article 42 applies, all general meetings shall be called by at least 14 clear days' notice unless the Companies Acts require a longer notice period.

~~48.42.~~ A general meeting may be called by shorter notice if it is so agreed by a majority of the Members having a right to attend and vote at that meeting. Any such majority shall together represent at least 90% of the total voting rights at that meeting of all the members.

Contents of notice

~~49.43.~~ Every notice calling a general meeting shall specify the place, day and time of the meeting, whether it is an extraordinary general or annual general meeting, and the general nature of the business to be transacted. If a special resolution is to be proposed, the notice shall include the proposed resolution and specify that it is proposed as a special resolution. In every notice calling a meeting of the Guild there must appear with reasonable prominence a statement informing the Member of ~~his or her~~their rights to appoint another person as ~~his or her~~their proxy at a general meeting.

Service of notice

~~50.44.~~ Notice of general meetings shall be given to every Member, to the Trustees and to the auditors of the Guild.

Manner of serving notice

~~51.45.~~ Notice of general meetings shall be served in accordance with Articles 1 to 107.5.

Quorum

~~52.46.~~ No business shall be transacted at any general meeting unless a quorum is present. 0.5% of the total membership entitled to vote upon the business to be transacted, each being a member or a proxy for a Member, shall be a quorum. If a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Trustees may determine and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the members present shall be a quorum.

Attendance

~~53.47.~~ A Trustee may, even if not a Member, attend and speak at any general meeting.

Chair

~~54.48.~~ The Chair shall preside as chair of the meeting. However, if the Chair is not present within fifteen minutes after the time appointed for holding the meeting, the Trustees present shall elect one of their number to be chair and, if there is only one Trustee present, ~~he or she~~they shall be chair (provided, in both cases, that the Trustee is willing to act). If no Trustee is willing to act as chair, or if no Trustee is present within fifteen minutes after the time appointed for holding the meeting, the Members present and entitled to vote shall choose one of their number to be ~~chair~~Chair save that a proxy holder shall not be entitled to be appointed ~~chair~~Chair.

Adjournment

~~55.49.~~ The ~~chair~~Chair may, with the consent of a general meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a general meeting is adjourned for 14 days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.

Poll

~~56.50.~~ A resolution put to the vote of a general meeting shall be decided on a show of hands unless before or on the declaration of the result of the show of hands a poll is duly demanded. Subject to the Companies Acts, a poll may be demanded:

~~56.150.1~~ by the ~~chair~~Chair; or

~~56.250.2~~ by at least ten Members having the right to vote at the meeting; or

~~56.350.3~~ by a Member or Members representing at least one-tenth of the total voting rights of all the members having the right to vote at the meeting

and a demand by a person as proxy for a Member shall be the same as a demand by the Member.

~~57.51.~~ Unless a poll is duly demanded a declaration by the chair that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

~~58.52.~~ The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chair and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.

~~59.53.~~ A poll shall be taken as the chair directs and ~~he or she~~they may appoint scrutineers (who need not be Members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

~~60.54.~~ A poll demanded on the election of the chair or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the chair directs not being more than 30 days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.

~~61.55.~~ No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.

Votes

~~62.56.~~ On a show of hands and on a poll every Member present in person or by proxy shall have one vote.

~~63.57.~~ No Member may vote on any matter in which ~~he or she has~~they have a Personal Interest, or debate on such a matter without in either case the permission of the majority of the Members present in person or by proxy at the meeting, such permission to be given or withheld without discussion.

~~64.58.~~ A Member in respect of whom an order has been made by any court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder may vote, whether on a show of hands or on a poll, by ~~his or her~~their receiver, curator bonis or other person authorised in that behalf appointed by that court and any such receiver, curator bonis or other person may, on a poll, vote by proxy. Evidence to the satisfaction of the Trustees of the authority of the person claiming to exercise the right to vote shall be deposited at the registered office of the Guild, or at such other place as is specified in accordance with the Articles for the deposit of instruments of proxy, at least 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in default the right to vote shall not be exercisable.

~~65.59.~~ No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chair whose decision shall be final and binding.

Proxies

~~A proxy shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Trustees may approve):~~

“University of Birmingham Guild of Students

[Name of

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

66. Proxies may only validly be appointed by a notice in writing (a “Proxy Notice”) which states the name and address of the**Member appointing the proxy**;

67. Address:

61. ~~I/We hereby appoint [name of proxy] of [address of proxy] as my/our proxy to vote in my/our name(s) and on my/our behalf at the,~~ identifies the person appointed to be that Member’s proxy and the general meeting in relation to which that person is appointed, is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the Trustees may decide and is delivered to the Guild in accordance with the Articles and any instructions included with the notice of the general ~~meeting of the~~to which they relate.

68. The Guild may require Proxy Notices to be held on [date], and at any adjournment thereofdelivered in a particular form and may specify different forms for different purposes.

69.62. This form is to be used in respect of the resolutions mentioned below as follows:

<u>Resolution No 1</u>	<u>*for</u>	<u>*against</u>	<u>*abstain</u>	<u>*as the proxy thinks fit</u>
<u>Resolution No 2</u>	<u>*for</u>	<u>*against</u>	<u>*abstain</u>	<u>*as the proxy thinks fit</u>
<u>All other resolutions properly put to the meeting</u>	<u>*for</u>	<u>*against</u>	<u>*abstain</u>	<u>*as the proxy thinks fit</u>

~~*Strike out whichever is not desired.~~

~~Unless otherwise instructed,~~

70. Proxy Notices may specify how the proxy ~~may~~appointed under them is to vote as he (or she thinks fit ~~or~~that the proxy is to abstain from voting.

71. Signed/Executed:) on one or more resolutions.

72.63. Dated:”

~~73.64.~~ Unless a ~~proxy notice~~Proxy Notice indicates otherwise, it must be treated as:

~~73.164.1~~ allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and

~~73.2~~ —appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

~~73.3~~ —~~The appointment of a proxy and any authority under which it is executed or a copy of such authority in some way approved by the Trustees may:~~

~~73.4~~ —~~in the case of an instrument in writing be deposited at the registered office of the Guild or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Guild in relation to the meeting at least 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or~~

~~73.5~~ —~~in the case of an appointment contained in an electronic communication, where an address has been specified for the purpose of receiving electronic communications:~~

~~64.2~~ in

~~74.~~ —~~A Proxy Notice may be delivered (including by electronic means) in accordance with any instructions included with the notice convening the meeting; or~~

~~75.~~ —~~in any instrument of proxy sent out by the Guild in relation to the meeting; or~~

~~76.~~ —~~in any invitation contained in an electronic communication to appoint a proxy issued by the Guild in relation to the meeting~~

~~77.~~ —~~be received at such address not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote; or~~

~~78.~~ —~~in the case of a poll taken more than 48 hours after it is demanded, be deposited or received as aforesaid after the poll has been demanded and at least 24 hours before the time appointed for the taking of the poll; or~~

~~65.~~ where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chair or to the Secretary or to any Trustee and an appointment of proxy which is not deposited, delivered or received in a manner so permitted shall be invalid.of general meeting to which it relates. It must be received by the Guild in accordance with the following timing requirements:

<u>(a) Where the proxy appointment relates to a poll, which is not to be taken at the meeting, but is to be taken 48 hours or less after it was demanded.</u>	<u>The Proxy Notice must be:</u> <u>1. delivered in accordance with paragraph (c) below; or</u> <u>2. given to the chair, Secretary or any Trustee at the meeting (including an</u>
---	---

	<u>adjourned or postponed meeting) at which the poll was demanded.</u>
<u>(b) Where the proxy appointment relates to a poll, which is to be taken more than 48 hours after it was demanded.</u>	<u>The Proxy Notice must be received 24 hours before the time appointed for taking the poll.</u>
<u>(c) In all other circumstances.</u>	<u>The Proxy Notice must be received 48 hours before the meeting, adjourned meeting or postponed meeting to which it relates.</u>

~~79-66. A proxy for a Member who is entered on the register of Members as being a representative of an unincorporated association or body may be appointed either by the Member or by the unincorporated association or body. Saturdays, Sundays, and Public Holidays are not counted when calculating the 48-hour and 24-hour periods referred to in these Articles **Error! Reference source not found.** to **Error! Reference source not found.**~~

~~80-67. A vote given or poll demanded by proxy shall be valid notwithstanding the previous termination of the authority of the person voting or demanding a poll unless notice of the termination was received by the Guild at the registered office of the Guild or at such other place at which the instrument of proxy was duly deposited or, where the appointment of the proxy was sent by electronic means, at the address at which such appointment was duly received before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll. A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid Proxy Notice has been delivered to the Guild by or on behalf of that person.~~

~~81-68. An~~ The appointment under of a proxy notice may be revoked by delivering to the Guild a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice Proxy Notice was given. A notice revoking a proxy instrument only takes effect if it is It must be delivered before the start of the meeting or adjourned meeting to which it relates; or (in the case of a poll not taken on the same day as the meeting or adjourned meeting) the time appointed for taking the poll to which it relates.

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

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

71. An ordinary resolution to be proposed at a general meeting may be amended by a further ordinary resolution if:
- 71.1 notice of the proposed amendment is given to the Guild in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours (excluding Saturdays, Sundays and Public Holidays) before the meeting is to take place (or such later time as the chair of the meeting may decide); and
- 71.2 the proposed amendment does not, in the reasonable opinion of the Chair of the meeting, materially alter the scope of the resolution.
72. A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:
- 72.1 the chair of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
- 72.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
73. If the Chair of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chair's error does not invalidate the vote on that resolution.

Remote attendance at general meetings

82.74. The Guild may make arrangements for members to attend a general meeting by televisual or other electronic or virtual means provided that all remote attendants may securely identify themselves, hear the proceedings and cast their votes on line. Attendees at the meeting participating in accordance with these arrangements shall be deemed to be part of the quorum and/or present or present in person for the purposes of construing the Articles.

Written resolutions

83.75. Subject to Article ~~71~~76, a written resolution of the Guild passed in accordance with these Articles ~~70~~75 to ~~78~~83 shall have effect as if passed by the Guild in general meeting.

84.76. A Members' resolution under the Companies Acts removing a Trustee or an auditor before the expiration of ~~his or her~~their term of office may not be passed as a written resolution.

85.77. A written resolution is passed as an ordinary resolution if it is passed by a simple majority of the total voting rights of eligible Members.

86.78. A written resolution is passed as a special resolution if it is passed by Members representing not less than 75% of the total voting rights of eligible Members. A written resolution is not a special resolution unless it states that it was proposed as special resolution.

~~87.79.~~ In relation to a resolution proposed as a written resolution of the Guild the eligible Members are the Members who would have been entitled to vote on the resolution on the circulation date of the resolution.

~~88.80.~~ A copy of the written resolution must be sent to every Member together with a statement informing the Member how to signify their agreement to the resolution and the date by which the resolution must be passed if it is not to lapse. Communications in relation to written resolutions shall be sent to the Guild's auditors in accordance with the Companies Acts.

~~89.81.~~ A Member signifies their agreement to a proposed written resolution when the Guild receives from ~~him or her~~them an authenticated document identifying the resolution to which it relates and indicating ~~his or her~~their agreement to the resolution provided that:

~~89.181.1~~ _____ if the document is sent to the Guild in hard copy form, it is authenticated if it bears the Member's signature; and

~~89.281.2~~ _____ if the document is sent to the Guild by electronic means, it is authenticated if the identity of the Member is confirmed in a manner specified by the Guild.

~~90.82.~~ A written resolution is passed when the required majority of eligible Members have signified their agreement to it.

~~91.83.~~ A proposed written resolution lapses if it is not passed within 28 days beginning with the circulation date.

Trustees' meetings

~~92.84.~~ Articles ~~8084~~ to ~~9497~~ shall apply to Trustees' meetings.

~~93.85.~~ ~~The~~In the normal course of business, the Trustees shall hold a minimum of six meetings in any Academic Year, with at least one in each three month period.

Notice

~~94.86.~~ Four Trustees may, and the Secretary at the request of four Trustees shall, call a meeting of the Trustees.

~~95.87.~~ A Trustees' meeting shall be called by at least seven clear days' notice unless urgent circumstances require shorter notice, or unless all the Trustees entitled to attend and vote at that meeting agree to shorter notice.

~~96.88.~~ Notice of Trustees' meetings shall be given to each Trustee.

~~97.89.~~ Every notice calling a Trustees' meeting shall specify the place, day and time of the meeting and the general particulars of all business to be considered at such meeting.

~~98.90.~~ Notice of Trustees' meetings shall be given in accordance with Articles 106 to ~~111~~107 provided that each Trustee shall be deemed to have agreed to receive notice of Trustees' meetings by telephone.

Quorum

~~99.91.~~ The quorum for Trustees' meetings may be fixed by the Trustees and, unless so fixed at any other number, shall be ~~eight~~nine and such quorum must include at least three Sabbatical Trustees, at least one Student Trustee and at least four Trustees who are External Trustees and/or the University Trustee. Meetings of the Board of Trustees shall be in private, and ~~shall not~~may be attended by observers at the Chair's invitation.

Chair

~~100.92.~~ The Chair of the Board of Trustees shall be one of the External Trustees as set out in the Bye-Laws.

~~101.93.~~ The President shall be the Vice-Chair of the Trustees.

~~102.94.~~ In the absence of the Chair and the Vice-Chair another Trustee nominated by the Trustees present shall preside as ~~chair~~Chair of the meeting.

Decision making by Trustees at meetings

~~103.95.~~ Questions arising at a Trustees' meeting shall be decided by a majority of votes. In the case of an equality of votes, the Chair shall be entitled to a casting vote in addition to any other vote ~~he or she~~they may have.

Virtual meetings

~~104.~~—Without prejudice to Article ~~94~~97, a Trustees' meeting may be held by telephone or by televisual or other electronic or virtual means agreed by resolution of the Trustees in which all participants may communicate simultaneously with all other participants.

~~105.~~—**Unanimous decisions by written/email resolution**

~~106.~~—A decision made by resolution in writing of the Trustees shall be as valid and effectual as if it had been passed at a Trustees' meeting duly convened and held, provided the following conditions are complied with:

~~107.~~—all of the Trustees must signify their approval of the written resolution;

~~108.~~—a written resolution may consist of several instruments in like form each signed by one or more Trustees and/or approval from a Trustee sent by electronic means; and

~~96.~~ the date of a written resolution shall be the date on which the last Trustee signifies their approval.

Decision-making outside of meetings

~~109.97.~~ A decision is taken in accordance with this Article **Error! Reference source not found.** when at least 75% of the Trustees indicate by any means that they share a common view on a matter.

~~109.1—A resolution of the Trustees decision which is wholly or partly approved by email undermade in accordance with this Article 9297 shall be as valid and effectual as if it had been passed at a Trustees’ meeting duly convened and held, provided the following conditions are complied with:~~

~~109.2—approval from each Trustee must be received by such person as all the Trustees shall have nominated in advance for that purpose (“the Recipient”), which person may, for the avoidance of doubt, be one of the Trustees;~~

~~109.397.1 approval from a Trustee must be sent from an email address previously notified in writing (not using electronic means) by that Trustee to the Secretary (or if there is no Secretary, to the chair) as intended for use by that Trustee for the purpose;~~

97.1.1 the Chair, Secretary (if any) or Chief Executive Officer of the Guild, or any other person authorised by the Trustees to put the proposed decision to the Trustees (the “Facilitator”) has taken reasonable steps to notify all Trustees of the proposed decision; and

97.1.2 75% of the Trustees have indicated to the Facilitator that they approve the proposed decision.

~~followingFollowing receipt of a response on any resolutionresponses from eachthe required majority of the Trustees, the Recipient shall circulate a further emailFacilitator must communicate to all of the Trustees confirming(by any means) whether the resolutiondecision has been formally approved by the Trustees in accordance with this Article 93; and~~

~~the date of a resolution shall be the date of the email from the Recipient confirming formal approval.~~

~~Majority decisions without Trustees’ meeting~~

~~The Trustees may, in the circumstances outlined below in this Article 94, make a majority decision without holding a Trustees’ meeting:~~

~~If:~~

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

~~that Trustee has made the other Trustees aware of the matter and the decision;~~

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

~~a majority of those Trustees vote in favour of a particular decision on that matter~~

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

~~If a Trustee is aware that consultation with another Trustee will make it impossible to take a particular decision in accordance with this Article as soon as the Guild's business requires (for example, because the other Trustee is not contactable), that Trustee:~~

~~109.3.1 may decide not to communicate with that other Trustee in relation to that decision before it is taken; but~~

~~109.3.2 must communicate the decision not to communicate to all the other Trustees as soon as is practicable, explaining the reasons for it.~~

~~If a Trustee states that he or she does not wish to discuss or vote on a particular matter, the Trustees may choose not to communicate with that Trustee in relation to decisions to be taken on that matter in accordance with this Article 94.~~

~~Trustees participating in the taking of a majority decision otherwise than at a Trustees' meeting in accordance with this Article:~~

~~109.3.3 may be in different places, and may participate at different times; and~~

~~109.3.4 may communicate with each other by any means.~~

~~No decision shall be taken by the Trustees in accordance with this Article 94 unless a quorum participates in the decision-making process. The quorum for Trustees' decision-making in accordance with this Article shall be the same as the quorum for Trustees' meetings.~~

~~The Chair, if any, of the Trustees, or such other Trustee as shall be appointed by the Trustees shall be the chair of the process of decision-making in accordance with this Article 94.~~

~~In the case of an equality of votes in any decision-making process in accordance with this Article 94, the chair shall be entitled to a casting vote in addition to any other vote he or she may have~~**Article Error! Reference source not found..**

The Members' Democratic Process

~~110.98.~~The Bye-Laws shall set out a democratic process that seeks to engage and involve the Members in the affairs of the Guild and that enables the voice of the Members to influence and direct the Guild's affairs (the "Democratic Process").

~~111.99.~~Decisions made by the Members via the Democratic Process can only be overruled by the Board of Trustees on the following grounds:

~~111.199.1~~ financial considerations;

~~111.299.2~~ charity or education law or other legal requirements; or

~~111.3~~ reputation of the Guild

~~111.4 Intentionally left blank.~~

~~111.5 Intentionally left blank.~~

~~111.699.3 Intentionally left blank~~

General

Conflicts of interest

~~112.100.~~ Whenever a Trustee has a Personal Interest in a matter to be discussed at a meeting (whether a general meeting or a Trustees' meeting) or in relation to which a decision is proposed to be made in accordance with Article ~~9497~~, and whenever a Trustee has an interest in another organisation whose interests are reasonably likely to conflict with those of the Guild in relation to a matter to be discussed at a Trustees' meeting (whether a general meeting or a Trustees' meeting) or in accordance with Article ~~9497~~, ~~he or she~~they must:

~~112.1100.1~~ declare an interest before discussion begins on the matter;

~~112.2100.2~~ withdraw from that part of the meeting unless expressly invited to remain (or decline to participate in any discussion on the matter unless expressly invited to do so);

~~112.3100.3~~ in the case of Personal Interests not be counted in the quorum for that part of the meeting (or decision-making process); and

~~112.4100.4~~ in the case of Personal Interests withdraw during the vote and have no vote on the matter.

Irregularities

~~113.101.~~ The proceedings at any meeting or on the taking of any poll or the passing of a written resolution 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 such specification is a requirement of the Companies Acts.~~

Secretary

~~114.102.~~ 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:

~~114.1102.1~~ anything authorised or required to be given or sent to, or served on, the Guild by being sent to its Secretary may be given or sent to, or served on, the Guild itself, and if addressed to the Secretary shall be treated as addressed to the Guild; and

~~114.2102.2~~ anything else required or authorised to be done by or to the Secretary of the Guild may be done by or to a Trustee, or a person authorised generally or specifically in that behalf by the Trustees.

Minutes

~~115.103.~~ The Trustees shall cause minutes to be made ~~in books kept for the purpose:~~

~~115.1103.1~~ of all appointments of officers made by the Trustees;

~~115.2103.2~~ of all resolutions of the Guild and of the Trustees; and

~~115.3103.3~~ of all proceedings at meetings of the Guild and of the Trustees, and of committees of Trustees, including the names of the Trustees present at each such meeting

and any such minute, if purported to be authenticated by the ~~chair~~Chair of the meeting at which the proceedings were had, or by the ~~chair~~Chair of the next succeeding meeting, shall, as against any Member or Trustee of the Guild, be sufficient evidence of the proceedings.

~~116.104.~~ The minutes of ~~the Trustee~~ meetings as referred to in Article 103 above shall normally be considered open and shall be available to the Members on the Guild's website, except where those minutes relate to any reserved matters, including without limitation staff-related or disciplinary matters. ~~Copies~~Electronic copies of the minutes shall also be kept in the Guild's offices.

Records and accounts

~~117.105.~~ The Trustees shall comply with the requirements of the Companies Acts and of the Charities Act 2011 as to maintaining a Members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commission of:

~~117.1105.1~~ annual reports;

~~117.2105.2~~ annual returns or confirmation statements; and

~~117.3105.3~~ annual statements of account.

Communications by and to the Guild

~~118.— Subject to the provisions of the Companies Acts and these Articles:~~

~~118.1 a document or information (including any notice) to be given, sent or supplied to any person pursuant to the Articles may be given, sent or supplied in hard copy form, in electronic form or (in the case of communications by the Guild) by making it available on a website;~~

~~118.2 a document or information (including any notice) may only be given, sent or supplied in electronic form where the recipient has agreed (generally or specifically) that the document or information may be sent in that form and has not revoked that agreement; and~~

~~118.3 a document or information (including any notice) may only be given, sent or supplied by being made available on a website if the recipient has agreed (generally or specifically) that the document or information may be sent or supplied in that manner, or if the recipient is deemed to have so agreed in accordance with the Companies Acts.~~

~~119. Any document or information (including any notice) sent to a Member under the Articles may be sent to the Member's postal address as shown in the Guild's register of Members or (in the case of documents or information sent by electronic means) to an address specified for the purpose by the Member, provided that:~~

~~119.1 a Member whose registered address is not within the United Kingdom and who gives to the company an address within the United Kingdom at which notices may be given to him or her, or an address to which notices may be sent by electronic means, shall be entitled to have notices given to him at that address, but otherwise no such Member shall be entitled to receive any notice from the Guild; and~~

~~119.2 the Guild is not required to send notice of a general meeting or a copy of its annual report and accounts to a Member for whom it no longer has a valid address.~~

~~120. Any document to be served on the Guild or by any Member on any officer of the Guild under the Articles may only be served:~~

~~120.1 in the case of documents in hard copy form, by sending or delivering them to the Guild's registered office or delivering them personally to the officer in question; or~~

~~120.2 in the case of documents in electronic form, by sending them by electronic means:~~

~~to an address notified to the Members for that purpose; and~~

~~from an address previously notified to the Guild by the Member (other than by electronic means) for the purpose of sending and receiving documents and information.~~

106. The Guild may send or supply any documents, notices, information or other material to members or Trustees in the manner indicated in the first column below. They will be deemed received at the time specific in the second column below. This Article is subject to Article **Error! Reference source not found.**

<u>Method</u>	<u>Deemed delivery</u>
<u>(a) By hand;</u>	<u>The day it was delivered</u>
<u>(b) By post, in a prepaid envelope addressed to the recipient;</u>	<u>48 hours after posting, excluding any part of a day that is a Saturday, Sunday or Public Holiday.</u>
<u>(c) By electronic means;</u>	<u>The day it was sent.</u>
<u>(d) By making it available on a website; or</u>	<u>The day it was made available or (if later) the day the recipient was notified (or is deemed notified) that it was so available.</u>

(e) <u>By other means authorised by the articles and the Companies Acts.</u>	<u>In accordance with any provisions in the relevant article or the Companies Acts.</u>
--	---

107. The following exceptions apply:

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

107.2 insofar as the communication falls within the scope of the Companies Act 2006, the Guild must have gained the Trustee's prior agreement for the deemed delivery provisions listed above (rather than those prescribed by the Companies Act 2006) to take effect. A Trustee may agree with the Guild that notices or documents concerning Trustee decision-making can be sent to them in a particular way (whether or not listed above); and that they may be deemed delivered sooner than would otherwise be the case under this Article;

~~120.3 A Member a member present in person or, by proxy at any meeting of the Guild shall be deemed to have received notice of the meeting and, ~~where requisite, of the purpose~~purposes for which it was called;~~

~~120.4 Where a document or information is sent or supplied under the Articles:~~

~~120.5 if sent or supplied by post, service or delivery shall be deemed to be effected at the expiration of 48 hours after the envelope containing it was posted. In proving such service or delivery it shall be sufficient to prove that such envelope was properly addressed and posted;~~

~~120.6 if sent or supplied by electronic means to an address specified for the purpose by the intended recipient, service or delivery shall be deemed to be effected on the same day on which it is sent or supplied. In proving such service it will be sufficient to prove that it was properly addressed; and~~

~~120.7 is sent or supplied by means of a website, service or delivery shall be deemed to be effected when:~~

~~120.8 the material is first made available on the website; or~~

~~120.9~~107.3 (if later) when the recipient received or is deemed to have received notification of the fact that the material was available on the website.

107.4 a member who does not register a postal address within the United Kingdom with the Guild shall not be entitled to receive any notice from the Guild by methods (a) or (b) but shall be entitled to receive any notice by methods (c), (d) or (e) (subject to Article **Error! Reference source not found.** above) (and the Guild may provide such a member with any notice by methods (a) or (b), in its discretion and subject to these Articles and the Companies Acts); and

~~120.10~~107.5 ~~Where~~where any document or ~~information~~material has been sent or supplied by the Guild by electronic means and the Guild receives notice that the message is undeliverable:

~~120.10.1~~107.5.1 if the ~~document or information~~material has been sent to a ~~Member~~member or Trustee and is notice of a general meeting ~~of the Guild or a copy of the annual report and accounts~~ of the Guild, the Guild is under no obligation to send a hard copy of the ~~document or information~~material to ~~the Member's~~their postal address as shown in the Guild's register of ~~Members~~members or Trustees, but may in its discretion choose to do so;

~~120.10.2~~107.5.2 in all other cases, the Guild ~~will~~shall send a hard copy of the ~~document or information~~material to the ~~Member~~member's postal address (within the United Kingdom) as shown in the Guild's register of ~~Members~~members (if any), or in the case of a recipient who is not a ~~Member~~member, to the last known postal address for that person within the United Kingdom (if any); and

~~120.10.3~~107.5.3 the date of service or delivery of the ~~documents or information~~material shall be the date on which the original electronic communication was sent, notwithstanding the subsequent sending of hard copies.

Indemnity

~~121.108.~~ Without prejudice to any indemnity to which a Trustee may otherwise be entitled, every Trustee of the Guild shall be indemnified out of the assets of the Guild in relation to any liability incurred by ~~him or her~~them in that capacity but only to the extent permitted by the Companies Acts; and every other officer of the Guild may be indemnified out of the assets of the Guild in relation to any liability incurred by ~~him or her~~them in that capacity, but only to the extent permitted by the Companies Acts.

Trustees' indemnity insurance

~~122.109.~~ The Trustees shall have power to resolve pursuant to clause 4.33 of the ~~Memorandum~~Schedule to effect trustees' indemnity insurance, despite their interest in such policy.

Winding-up

~~123.110.~~ The provisions of clauses 5 and 9 of the Memorandum relating to the winding-up or dissolution of the Guild shall have effect and be observed as if the same were repeated in the Articles.

Incorporation of Schedule

~~124.111.~~_____ The Schedule to these Articles, incorporating provisions formerly in the Memorandum of Association of the Guild, forms part of these Articles.

SCHEDULE

PROVISIONS ~~FORMALLY~~FORMERLY CONTAINED IN THE MEMORANDUM OF ASSOCIATION

OF

THE UNIVERSITY OF BIRMINGHAM GUILD OF STUDENTS

Name

1. The name of the company is “University of Birmingham Guild of Students”. In this Memorandum and the company’s Articles of Association it is called “the Guild”.

Registered office

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

Objects

3. The objects of the Guild are:
 - 3.1 the furtherance and the enhancement of the educational purposes of the University of Birmingham including but not limited to:
 - 3.1.1 the promotion of social intercourse between Students of the University of Birmingham and the furtherance of the common interests of such Students; and
 - 3.1.2 the support of such societies that shall from time to time be recognised by the Guild.

Powers

4. To further its objects the Guild may:
 - 4.1 provide services and facilities for Students;
 - 4.2 establish, operate, promote and support a network of activities for Students;
 - 4.3 alone or with organisations:
 - 4.3.1 carry out campaigning activities in relation to the development and implementation of appropriate policies;
 - 4.3.2 seek to influence public opinion; and
 - 4.3.3 make representations to, and seek to influence, governmental and other bodies and institutions

provided that all such activities shall be conducted on the basis of well-founded, reasoned argument and shall be confined to the activities which an English charity may

properly undertake and provided that the Guild complies with the Education Act and guidance published by the Charity Commission and further provided that such activities shall not contravene the University of Birmingham's Charter, Statutes, Ordinances, Regulations and, insofar as they derive from a statutory responsibility of the University of ~~Birmingham, policies~~Birmingham policies;

4.4 provide and assist in the provision of money, materials or other help;

4.5 facilitate the creation and registration of, and support, student clubs and societies;

4.54.6 organise and assist in the provision of conferences, courses of instruction, exhibitions, lectures and other educational activities;

4.64.7 write, make, commission, print, publish and distribute books, pamphlets, reports, leaflets, journals, films, tapes and instructional matter on any media;

4.74.8 promote, initiate, develop and carry out education and training and arrange and provide or assist in arranging and providing exhibitions, lectures, meetings, seminars, displays or classes;

4.84.9 promote, encourage, carry out or commission research, surveys, studies or other work, making the useful results available;

4.94.10 provide or procure the provision of counselling, guidance, representation and advocacy;

4.104.11 provide or procure the provision of advice;

4.114.12 enter into contracts to provide services to or on behalf of other bodies;

4.124.13 acquire or rent any property of any kind and any rights or privileges in and over property and construct, maintain, alter and equip any buildings or facilities;

4.134.14 subject to any consent required by law, dispose of or deal with all or any of its property with or without payment and subject to such conditions as the Trustees think fit;

4.144.15 subject to any consent required by law, borrow or raise and secure the payment of money for any purpose including for the purposes of investment or of raising funds;

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

4.164.17 invest the Guild's money not immediately required for its objects in or upon any investments, securities, or property;

4.174.18 delegate the management of investments to a financial expert or experts provided that:

4.17.14.18.1 the investment policy is set down in writing for the financial expert or experts by the Trustees;

4.17.24.18.2 every transaction is reported promptly to the Trustees;

- [4.17.34.18.3](#) the performance of the investments is reviewed regularly by the Trustees;
- [4.17.44.18.4](#) the Trustees are entitled to cancel the delegation arrangement at any time;
- [4.17.54.18.5](#) the investment policy and the delegation arrangements are reviewed at least once a year;
- [4.17.64.18.6](#) all payments due to the financial expert or experts are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt; and
- [4.17.74.18.7](#) the financial expert or experts may not do anything outside the powers of the Trustees;
- [4.184.19](#) arrange for investments or other property of the Guild to be held in the name of a nominee or nominees (being a corporate body registered or having an established place of business in England and Wales) under the control of the Trustees or of a financial expert or experts acting under their instructions and pay any reasonable fee required;
- [4.194.20](#) 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;
- [4.204.21](#) open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- [4.214.22](#) subject to the restriction in clause 4.23 raise funds by way of subscription, donation or otherwise;
- [4.224.23](#) accept (or disclaim) gifts of money and any other property;
- [4.234.24](#) trade in the course of carrying out the objects of the Guild and carry on any other trade which is not expected to give rise to taxable profits;
- [4.244.25](#) incorporate subsidiary companies to carry on any taxable non-primary purpose trade;
- [4.254.26](#) subject to clause 5:
- [4.25.14.26.1](#) engage and pay employees, consultants and professional or other advisers; and
- [4.25.24.26.2](#) make reasonable provision for the payment of pensions and other retirement benefits to or on behalf of employees and their spouses and dependants;
- [4.264.27](#) establish and support or aid in the establishment and support of any other organisations and subscribe, lend or guarantee money or property for charitable purposes;

4.274.28 become a member, associate or affiliate of or act as trustee or appoint trustees of any other organisation (including without limitation any charitable trust of permanent endowment property held for any of the charitable purposes included in the Guild's objects);

4.284.29 undertake and execute charitable trusts;

4.294.30 amalgamate with or acquire or undertake all or any of the property, liabilities and engagements of anybody having objects wholly or in part similar to those of the Guild;

4.304.31 co-operate with charities, voluntary bodies, statutory authorities and other bodies and exchange information and advice with them;

4.314.32 pay out of the funds of the Guild the costs of forming and registering the Guild;

4.324.33 insure the property of the Guild against any foreseeable risk and take out other insurance policies as are considered necessary by the Trustees to protect the Guild;

4.334.34 provide indemnity insurance to cover the liability of the Trustees which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Guild, provided that any such insurance shall not extend to the provision of any indemnity for a person in respect of:

4.33.14.34.1 any act or omission which ~~he or she~~they knew to be a breach of trust or breach of duty or which was committed by ~~him or her~~them in reckless disregard to whether it was a breach of trust or breach of duty or not; or

4.33.24.34.2 any liability incurred by ~~him or her~~them in defending any criminal proceedings in which ~~he or she is~~they are convicted of an offence arising out of any fraud or dishonesty, or wilful or reckless misconduct by ~~him or her~~them; and

4.344.35 do all such other lawful things as may further the Guild's objects.

Limitation on private benefits

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

5.2 Except as provided below, no part of the income and property of the Guild may be paid or transferred directly or indirectly by way of benefit to the Members and no Trustee may receive any remuneration or other benefit in money or money's worth from the Guild. This shall not prevent any payment in good faith by the Guild of:

5.2.1 any payments made to any Member, Trustee or Connected Person in their capacity as a beneficiary of the Guild;

5.2.2 any payments made to any Trustee, officer or auditor under the indemnity provisions set out at Article ~~42~~108;

- 5.2.3 reasonable and proper remuneration to any person (not being a Trustee) for any goods or services supplied to the Guild (including services performed under a contract of employment with the Guild) provided that:
- (a) if such person is a Connected Person the procedure described in Article 100 of the Articles (Conflicts of Interest) must be followed by the relevant Trustee in relation to any decisions regarding such Connected Person; and
 - (b) this provision together with clause 5.2.9 of this Memorandum may not apply to more than half of the Trustees in any financial year (and for these purposes such provisions shall be treated as applying to a Trustee if they apply to a person who is a Connected Person in relation to that Trustee);
- 5.2.4 interest on money lent by any Member, Trustee or Connected Person to the Guild at a reasonable and proper rate;
- 5.2.5 any reasonable and proper rent for premises let to the Guild by any Member, Trustee or Connected Person;
- 5.2.6 fees, remuneration or other benefits in money or money's worth to a company of which a Member, Trustee or Connected Person holds less than 1% of the capital;
- 5.2.7 reasonable and proper out-of-pocket expenses of Trustees;
- 5.2.8 reasonable and proper premiums in respect of indemnity insurance effected in accordance with clause 4.33 of this Memorandum;
- 5.2.9 reasonable and proper remuneration to any Sabbatical Trustee to be remunerated by the Guild from time to time provided that:
- (a) the procedure described in Article 100 of the Articles (Conflicts of Interest) must be followed in considering the appointment of the Sabbatical Trustee and in relation to any decisions regarding the remuneration authorised by this provision; and
 - (b) this provision together with clause 5.2.3 of this Memorandum may not apply to more than half of the Trustees in any financial year (and for these purposes such provisions shall be treated as applying to a Trustee if they apply to a person who is a Connected Person in relation to that Trustee)

and subject always to the provisions of section 22 of the Education Act.

- 5.3 The restrictions on benefits and remuneration conferred on Members and on the Trustees by clause 5.2 of this Memorandum and the exceptions to such restrictions in clauses 5.2.1 to 5.2.9 inclusive of this Memorandum shall apply equally to benefits and remuneration conferred on Members and on the Trustees by any Subsidiary Company, and for this purpose references to the Guild in clauses 5.2.3 and 5.2.9 shall be treated as references to the Subsidiary Company.

6. The approval of the Council of the University of Birmingham shall be required for the following:
 - 6.1.1 Any amendments to these Memorandum of Association and Articles of Association;
 - 6.1.2 The election of officers of the Guild, insofar as the Council must be satisfied that the elections are fairly and properly conducted;
 - 6.1.3 The proper conduct of financial affairs of the Guild, including the approval of budget and monitoring of expenditure;
 - 6.1.4 The proper conduct of a complaints procedure available to all students or groups of students, including the appointment by the Council of an independent person to investigate and report on complaints.
- 6.2 The Council of the University of Birmingham shall be required to review the following:
 - 6.2.1 The provisions of the ~~Memorandum of Association and~~ these Articles of Association of the Guild at intervals of not more than five years;
 - 6.2.2 The affiliation of the Guild to any external organisations at intervals of not more than one year.
- 6.3 Any interpretation or application of these ~~Memorandum and~~ Articles of Association shall be consistent with and subject to clauses 6.1 and 6.2.

Limited liability

7. The liability of the Members is limited.
8. Every Member of the Guild undertakes to contribute a sum not exceeding £1 to the assets of the Guild if it is wound up during ~~his or her~~their membership:
 - 8.1 for payment of the debts and liabilities of the Guild contracted before ~~he or she~~they ceased to be a Member;
 - 8.2 for the costs, charges and expenses of winding up; and
 - 8.3 for the adjustment of the rights of the contributories among themselves.

Winding up

9. If any property remains after the Guild has been wound up or dissolved and the debts and liabilities have been satisfied it may not be paid to or distributed among the Members of the Guild, but shall belong to and be held by the University of Birmingham upon trust for the purposes of a Students' Union whose beneficiary class shall be the students of the University of Birmingham.

Definitions

10. Words and phrases used in this Memorandum of Association have the same meanings as are ascribed to them in the Articles of Association of the Guild unless the context otherwise requires.

Names and Addresses of Subscribers

1. Name: Rhea Ann Keehn
Address: 313 Warwards Lane, Birmingham,
West Midlands, B29 7QR
Date: 3 July 2008

2. Name: Laura Sadler
Address: 2 Douglas Road, Halesowen,
West Midlands, B62 9HS
Date: 3 July 2008