

Union of Students, Derby
Article of Association February 2025
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Articles of Association of the University of Derby Students' Union

Background

- A. The *University of Derby Students' Union* (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;
 - ii. Pursue its aims and objectives independent of any political party or religious group; and
 - iii. Pursue equal opportunities by taking positive action within the law to facilitate participation of groups discriminated against by society.
- C. These Articles have been structured to give the Board of Trustees reasonable authority to manage the affairs of the Union in a professional manner. The Members enjoy the right, which must be exercised in accordance with charity law and to elect a proportion of the Trustees. The Board of Trustees will give the utmost consideration to the views of Members.
- D. Under the Education Act 1994, The *University of Derby* 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 *The University of Derby* 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. To assist with this, there are numerous documents between the Union and University including; A Partnership Agreement, a Finance Memorandum and a Lease Agreement.

Part 1: Key Constitutional Provisions

1. Definitions and Interpretation

The meanings of any defined terms used in these Articles are set out in Part 6 of these Articles. If any dispute arises in relation to the interpretation of these Articles or any of the Standing Orders, it shall be resolved by the Board of Trustees.

2. Name

The name shall be the *University of Derby Students' Union* (and in these Articles is called "the Union").

3. Registered Office

The registered office of the Union is situated in England.

4. Objects

The Union's objects are the advancement of education of Students at the *University of Derby* for the public benefit by:

- 4.1. Promoting the interests and welfare of Students at the *University of Derby* during their course of study and representing, supporting and advising Students;
- 4.2. Being the recognised representative channel between Students and the *University of Derby* and any other external bodies;
- 4.3. Providing social, cultural, sporting and recreational activities and forums for discussions and debate for the personal development of its Students; and
- 4.4. Endeavouring to ensure that no student is disadvantaged or receives less favourable treatment.

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:
 - 5.4.1. Carry out campaigning activities;
 - 5.4.2. Seek to influence public opinion; and
 - 5.4.3. 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. Enter into contracts to provide services to or on behalf of other bodies;
- 5.10. Co-operate with other charities and bodies and exchange information and advice with them;
- 5.11. Become a member, affiliate or associate of other charities and bodies;
- 5.12. 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);
- 5.13. Purchase or acquire all or any of the property, assets, liabilities and engagements of any charity with objects similar to the Union's objects;
- 5.14. 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 (but only in accordance with the restrictions imposed by the Charities Act 2011);
- 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 2011);
- 5.18. Adopt and implement policies approved by the membership at any all Student meeting;
- 5.19. Enter into reciprocal agreements regarding use of facilities by members of other educational establishments and external bodies;
- 5.20. Consult with and make recommendations to educational and other bodies;
- 5.21. Make grants or loans of money and give guarantees;
- 5.22. Set aside funds for special purposes or as reserves against future expenditure;
- 5.23. Invest and deal with the Union's money not immediately required for its objects in or upon any investments, securities, or property;
- 5.24. Delegate the management of investments to an appropriately experienced and qualified financial expert provided that:

- 5.24.1. The investment policy is set down in writing for the financial expert by the Trustees;
 - 5.24.2. Every transaction is reported promptly to the Trustees;
 - 5.24.3. The performance of the investment is reviewed regularly by the Trustees;
 - 5.24.4. The Trustees are entitled to cancel the delegation at any time;
 - 5.24.5. The investment policy and the delegation arrangements are reviewed at least once a year;
 - 5.24.6. 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
 - 5.24.7. The financial expert may not do anything outside the powers of the Trustees.
- 5.25. 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;
- 5.26. 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;
- 5.27. 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;
- 5.28. Trade in the course of carrying out any of its objects;
- 5.29. Establish or acquire subsidiary companies to carry on any taxable trade;
- 5.30. Subject to Article 6 (Limitation on private benefits), employ and pay employees and professionals or other advisors;
- 5.31. 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;
- 5.32. 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 provided that no such insurance shall extend to:
- 5.32.1. 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);
 - 5.32.2. 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; or

5.32.3. 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; and

5.32.4. 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 their 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.

5.33. The approval of the University Governing Council shall be required for the exercise of any power which may affect any grant, transfer, or other disposal of all/most of the assets of the Union to any other entity/person.

5.34. 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 or Company Law Member. 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:

6.3.1. Sell goods, services or any interest in land to the Union;

6.3.2. Be employed by, or receive any remuneration from, the Union; or

6.3.3. Receive any other financial benefit from the Union.

This shall not prevent any payment in good faith by the Union of:

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

6.3.5. Reasonable and proper out of pocket expenses of the Trustees;

6.3.6. Reasonable and proper remuneration to any Executive Officers or Connected Person for any goods or services supplied to the Union on the instructions of the Trustees provided that:

6.3.6.1. For the avoidance of doubt, the authorisation under this provision shall extend to the remuneration of Executive Officers and Connected Persons under contracts of employment with the Union;

6.3.6.2. Subject to Article 6.3.6.1 the authorisation under this provision shall not extend to the service of acting as Trustee;

6.3.6.3. If the person being remunerated is a Trustee the procedure described in Article 61 (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;

6.3.6.4. If the person being remunerated is a Connected Person the procedure described in Article 61 (Conflicts of Interest) must be followed by the relevant Trustee in relation to any decisions regarding such Connected Person;

6.3.6.5. 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

6.3.6.6. At all times the provisions of the Education Act are complied with;

6.3.7. Interest on money lent by any Trustee or Connected Person to the Union at a reasonable and proper rate;

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

6.3.9. Reasonable and proper premiums in respect of indemnity insurance effected in accordance with Article 5.32;

6.3.10. Any payments made to any Trustee or Officer under the indemnity provisions set out at Article 69; and

6.3.11. Any payments authorised in writing by the Charity Commission.

6.4. In Articles 6.1 and 6.2, 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 6.2 or Article 6.3, the Trustee's duty (arising under the Companies Act 2006) to avoid a conflict of interest with the Union shall be dis-applied provided the relevant provisions of Article 6.2 or Article 6.3 have been complied with.

6.6. Where a vacancy arises on the Board of Trustees with the result that Article 6.3.6 applies to more than half of the Trustees, the Union may continue to pay remuneration to its Executive Officers and any Connected Persons receiving remuneration in

accordance with Article 6.3.6 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 they are a Company Law Member or within one year after they cease to be a Company Law Member, for:

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

8. Dissolution

8.1. 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 Members of the Union at or before the time of winding up or dissolution.

8.2. The prior approval of the University Governing Council shall be required to any Company Law Members' resolution to voluntarily wind up the Union.

9. Reviewing and Amending the Articles

9.1. The Trustees and the *University of Derby* shall review the provisions of the Union's Articles of Association at intervals of not more than five years.

9.2. The approval of the *University of Derby* shall be required for any amendments to the Union's Articles of Association.

9.3. The Charity Commission provide guidance on amending Articles; they must be notified of amendments to the Articles; further details can be obtained from the Charity Commission directly.

Part 2: Members

10. Members of the Union

10.1. The Members of the Union shall be as follows:

10.1.1. The Members; and

10.1.2. The Company Law Members

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

BECOMING AND CEASING TO BE A MEMBER

11. Members

11.1. The Members shall be as follows:

11.1.1. Each and every Student who has not opted out by notifying the University of Derby of their wish not to be a Member shall be deemed to be a Member in accordance with section 22 of the Education Act; and

11.1.2. The Executive Officers.

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

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

12. Termination of Membership

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

12.1. They cease to be a Student. For the avoidance of doubt, this will include the situation where a Member's Student status with The University of Derby;

12.2. They cease to be an Executive Officers;

12.3. They opt out of membership by giving written notice to the Union in accordance with the Standing Orders (and such membership shall terminate on the date specified in the notice, or the date of the notice, whichever is later);

12.4. In the case of Members other than the Executive Officers, a resolution is passed at a meeting of the Trustees at which at least half of the Trustees are present resolving to ratify the disciplinary process already undertaken by the Union to remove a member from membership of the Union. Such a resolution shall not be passed unless the Member has been given at least 14 clear days' notice that the resolution is to be proposed, specifying the circumstances alleged to justify expulsion, and has been afforded a reasonable opportunity of being heard by or of making written representations to the Trustees.

12.5. Where membership of the Union has been removed under Article 12.4 the person so affected may appeal this decision of the Trustees to the next Trustee Meeting.

13. Trustees as Company Law Members

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

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

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

14. Termination of Company Law Membership

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

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

15. Associate Members

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

16. Code of Conduct

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

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

Part 3: Meetings

17. Referenda

17.1. A Referendum may be called on any issue by:

17.1.1. A resolution of the Trustees;

17.1.2. A majority vote of the Executive Committee; or

17.1.3. A Secure Petition signed or agreed to by at least 200 Members.

17.2. A resolution may only be passed by Referendum if at least 1000 Members cast a vote in the Referendum and a 66% of the votes cast are in favour of the resolution.

17.3. Referendums shall be conducted in accordance with these Articles and the Standing Orders.

17.4. Subject to Article 38.4, the Members may set Policy by Referendums. Policy set by Referenda may overturn Policy set by the Members in an all Student meeting.

18. All Student Meeting

18.1. The Union may hold an all Student meetings and such meetings shall be called and held in accordance with the Bye-Laws.

18.2. For the avoidance of doubt, any Student meeting held under this Article 18 shall not be a Company Law Meeting of the Union for the purposes of the Companies Act.

19. Company Law Meetings

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

19.2. Such meetings must be held in accordance with the provisions regarding such meetings in the Companies Acts.

19.3. A Company Law Meeting is likely to only be required where the Union wishes to pass a company law resolution (other than by way of written resolution) in accordance with the Articles and/or the Companies Act, for example a resolution to amend the Union's Articles of Association.

20. Location of Meetings

Meetings may be carried out at one single venue or simultaneously at separate venues with a video, audio or other real-time link between all of the venues. At the start of such meetings, each venue must indicate by majority vote that they are satisfied with the meeting set-up and technology.

21. Length of Notice

A meeting shall be called by at least 14 clear days' written notice.

22. Contents of Notice

Every notice calling a meeting shall specify the place, day and time of the 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 Union there must appear with reasonable prominence a statement informing the Member of their rights to appoint another person as their proxy at an all Student meeting. The rights and responsibilities of the proxy shall be outlined in documentation provided at the point of notification. This shall be agreed annually by the Trustees.

23. Service of Notice

Notice of all Student meetings shall be given to every Member and the Trustees.

24. Quorum

24.1. No business shall be transacted at any all Student meeting unless a quorum is present. 50 persons entitled to vote upon the business to be transacted, each being a Member or a proxy for a Member (but excluding Trustees), shall be a quorum.

24.2. If such a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall be reconvened within the next week at a time and location determined by the Trustees. 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.

25. Chair of an all Student meeting

A Student Trustee(s) shall be the chair(s) of the meeting.

26. Attendance

26.1. A Trustee may, even if not a Member, attend and speak at any all Student meeting.

26.2. The chair of the meeting may permit other persons who are not Members of the Union to attend and speak at any all Student meeting.

27. Adjournment

The chair may, with the consent of a 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 meeting is adjourned for fourteen 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.

28. Voting at all Student Meetings

28.1. Every Member has the right to attend all Student meetings and the right to vote.

28.2. A resolution put to the vote of an all Student meeting shall be decided on a show of hands, and every Member shall have one vote. In accordance with the Standing Orders, members shall be entitled to request that resolutions be decided by a secret ballot.

28.3. Every resolution put to the vote of an all Student meeting shall be decided by a simple majority of the votes cast unless these Articles provides otherwise.

Part 4: Trustees

29. Appointment of Trustees

29.1. The Trustees shall be made up of the following positions:

29.1.1. Executive Officers, elected in accordance with Article 30.

29.1.2. Student Trustees, appointed in accordance with Article 31.

29.1.3. External Trustees, appointed in accordance with Articles 32.

29.2. Their numbers shall be determined by the Trustee Board however the number of External Trustees shall not exceed the number of Executive Officers and Student Trustees.

30. Executive Officers

30.1. Executive Officers shall be elected by secret ballot by the Members of the Union at an election to be held in accordance with the Standing Orders. The Executive Officers shall be elected to posts set out in the Standing Orders.

30.2. Executive Officers shall remain in office for a term of one year commencing in accordance with the Standing Orders. 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, an Executive Officer may be re-elected for a maximum further term of one year by the Members of the Union at an election to be held in accordance with the Standing Orders. For the avoidance of doubt, an Executive Officer's terms of office may be either consecutive or non-consecutive.

30.3. Each Executive Officer must be a Student or an Executive Officer at the time of their election. An Executive Officer shall become a Member of the Union on commencement of their appointment or re-appointment as an Executive Officer. Such membership shall cease when the Executive Officers ceases to be an Executive Officer.

30.4. The Executive Officers shall be deemed to be "major union office holders" for the purposes of Section 22 of the Education Act.

30.5. At the same time as commencing the term of office as a Trustee, the Executive Officer will enter into a contract of employment with the Union for a term to be determined by this Article. The duties and method of remuneration of each Executive Officer shall be as set out in the Standing Orders.

31. Student Trustees

31.1. Subject to Article 31.2 below, Student Trustees shall be ratified by the Appointments Committee. For the avoidance of doubt, such appointment shall not take effect until it has been ratified by the Appointments Committee.

31.2. Each Student Trustee must be a Student at the time of their appointment and shall continue to be a Student for the duration of their term as a Student Trustee.

31.3. Student Trustees shall remain in office for a term of two years commencing from the date of ratification. The term of office may be shorter or longer on a transitional basis to coincide with the alteration of the year start or end.

31.4. A Student Trustee may serve a maximum of two consecutive or non-consecutive terms.

32. External Trustees and University nominated Trustees

32.1. External Trustees shall be appointed by a simple majority vote of the Appointments Committee. For the avoidance of doubt, such appointment shall not take effect until it has been ratified by the Appointments Committee.

32.2. The University have the right to nominate one of the External Trustee, the University nominated Trustee; as far as reasonably practical, this nomination should reflect the current composition of the Board to ensure the Board continues to be diverse in its skills and expertise.

32.3. University Nominated Trustees will be appointed by the same process as External Trustees in Article 32.1 except that they will be proposed to the Appointments Committee by the governing body of the University of Derby.

32.4. They may not be Students or employees of the Union.

32.5. Unless their appointment is terminated in accordance with Articles 33, 34 and 35, External Trustees shall remain in office for a term of up to three years.

32.6. External Trustees may serve a maximum of three terms which may either be consecutive or non-consecutive.

33. Disqualification, Resignation and Removal of Trustees

The office of a Trustee shall be vacated if:

- 33.1. They die;
- 33.2. 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;
- 33.3. They are disqualified under the Charities Act 2011 from being a charity trustee;
- 33.4. In the case of an Executive Officer, they cease to be an Executive Officer and / or employee of the Union, howsoever their office or employment ceases;
- 33.5. In the case of a Student Trustee, they cease to be a Student and/or become an employee of the Union;
- 33.6. In the case of an Executive Officer or a Student Trustee, they cease to be a Member for any reason (including without limitation where they are removed as a Member accordance with the Union's code of conduct or disciplinary procedure for Members);
- 33.7. In the case of an External Trustee, they become an employee or governor of the University of Derby; however with prior consent of the Appointments Committee and subject to appropriate vacancies, their role could become a University nominated Trustee;
- 33.8. They resign by notice to the Union (but only if at least six Trustees will remain in office when the notice of resignation is to take effect);
- 33.9. 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 they may be removed for this reason;
- 33.10. They cease to be a Company Law Member; or
- 33.11. They are removed from office under Articles 33, 34 and 35.

34. Removal of Executive Officers, Student Trustees, External Trustees and University Nominated Trustees by the Members

The office of an Executive Officer, Student Trustee, External Trustee or University nominated Trustee shall be vacated if:

- 34.1. A motion of no confidence in the Executive Officer is passed by a 66% of the Members voting in a Referendum, provided that at least 1000 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 200 Members provided that, in the case of an Executive Officer such removal shall be subject to the Union having first carried out any steps it is required to take under the Officer's contract of employment and/or the applicable disciplinary procedure and otherwise in accordance with good employment practice.
- 34.2. A motion of no confidence for any other Trustee is passed by a 66% majority in a vote of an all Student Meeting. Such a motion shall be triggered by a Secure Petition

of no confidence signed by at least 200 Members or by resolution of an Open Court verdict following the Union's Disciplinary procedures

35. Removal of External Trustees and University Nominated Trustees by the Board

The office of External Trustee shall be vacated if a majority resolution of no confidence is passed by the Trustees. For the avoidance of doubt, the Trustee concerned and any Trustee who has a conflict of interest in relation to the matter shall not vote on this resolution and the quorum shall be adjusted accordingly in accordance with Article 55.

36. Rights of Removed Trustee

36.1. A resolution to remove a Trustee in accordance with Article 33, 34 and 35 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 written representations to the Trustees.

36.2. A Trustee removed from office in accordance with Article 33, 34 and 35 shall be entitled to appeal the decision to remove them to an Appeals Panel within 14 days of the resolution. The Appeals Panel shall be made up of a nominee of The University of Derby, one independent person and a Chief Executive/General Manager or Officer of another Students' Union. The independent person shall be a Member who is not a Trustee. The Union may consult with relevant bodies in relation to the appeals process and in particular the appointment of independent persons to the Appeals Panel.

37. Replacement of Trustees

37.1. If an Executive Officer resigns, is disqualified or removed from office before the commencement of the Academic Year the vacancy may be filled in accordance with the Standing Orders.

37.2. If an Executive Officer resigns, is disqualified or is removed from office after the commencement of the Academic Year the vacancy shall be dealt with as described in the Standing Orders. Any person elected under this Article may be required to assume the responsibilities of the Executive Officer.

37.3. If a Student Trustee resigns, is disqualified or removed from office, a Student Trustee may be elected to the vacancy in accordance with Article 31.

37.4. If an External Trustee or University nominated Trustee resigns, is disqualified or removed from office, an External Trustee (as appropriate) shall be appointed to the vacancy in accordance with Article 32.

Trustees' Powers and Responsibilities

38. Powers of the Trustees

38.1. 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 Standing Orders) may exercise all the powers of the Union. A meeting of the Trustees at which a quorum is present may exercise all powers exercisable by the Trustees.

38.2. No alteration of these Articles or the Standing Orders shall invalidate any prior act of the Trustees which would have been valid if that alteration had not been made.

38.3. The Board's powers under Article 38 shall include but not be limited to responsibility for:

38.3.1. The governance of the Union;

38.3.2. The budget of the Union; and

38.3.3. The strategy of the Union. (Subject to demonstrable consultation with the membership)

38.4. The Board of Trustees may override any decision and Policy made by the Members in an all Student meeting or Referendum which the Trustees consider (in their absolute discretion):

38.4.1. Has or may have financial implications for the Union;

38.4.2. 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);

38.4.3. Is not or may not be in the best interests of the Union or all or any of its charitable objects; or

38.4.4. Will or may otherwise affect the discharge of any or all of the responsibilities referred to in Article 38.3.

38.5. The continuing Trustees or a sole continuing Trustee may act notwithstanding any vacancies in their number. However, if and so long as the number of Trustees is less than the number fixed as the quorum in Article 55, the Trustees may only act to increase the number of Trustees (including by arranging an election) so that there is a quorum.

38.6. 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:

38.6.1. Was not properly appointed;

38.6.2. Was disqualified from holding office;

38.6.3. Had vacated office; or

38.6.4. Was not entitled to vote.

39. Delegation of Trustees' powers

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

39.2. 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 Union to any person or committee in accordance with the conditions set out in these Articles.

40. Delegation to committees

In the case of delegation to committees:

- 40.1. The resolution making that delegation shall specify those who shall serve or be asked to serve on such committee (though the resolution may allow the committee to make co-options up to a specified number);
- 40.2. Subject to Article 41, 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;
- 40.3. 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 forthwith to the Trustees and for that purpose every committee shall appoint a secretary;
- 40.4. All delegations under this Article shall be revocable at any time;
- 40.5. The Trustees may make such regulations and impose such terms and conditions and give such mandates to any such committee or committees as they may from time to time think fit; and
- 40.6. 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 approved by the Trustees.

41. Establishing committees

The Trustees may establish and dissolve committees in accordance with their powers under Article 38.

42. Proceedings of Committees

The meetings and proceedings of any committee shall be governed by the provisions of these Articles regulating the meetings and proceedings of the Trustees so far as the same are applicable and are not superseded by any Standing Orders made by the Trustees and Members.

43. Standing Orders

The Trustees and Members shall have the power from time to time to jointly make, repeal or amend Standing Orders as to the management of the Union and its working practices provided that such Standing Orders shall not be inconsistent with these Articles. Amendments to the Standing Orders are required to be passed by a 66% majority vote at an all Student Meeting of members.

44. Policy

The Procedure for submission and adoption of policy shall be set out in the Standing Orders.

45. Proceedings of Trustees

Subject to the provisions of these Articles and the Standing Orders, the Trustees may regulate their proceedings as they think fit.

46. Delegation of day-to-day management powers to Chief Executive

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

- 46.1. 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;
- 46.2. The Trustees shall provide the Chief Executive with a description of their role and the extent of their authority;
- 46.3. 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
- 46.4. The Trustees shall provide the Chief Executive with a performance management structure to aid their work plan and development.

47. The Executive Committee

- 47.1. The Executive Committee shall include the Executive Officers as detailed in the Standing Orders.
- 47.2. The Executive Committee shall meet in accordance with the Standing Orders. The Executive Committee's responsibility shall include relevant representation and campaigning work and the implementation of Policy save in so far as these responsibilities have not been delegated to another committee.
- 47.3. The Chief Executive and the Union's senior management team may attend meetings of the Executive Committee at the request of the Executive Committee.

48. Bank Account

- 48.1. For the avoidance of doubt, the Trustees may (in accordance with Articles 40 and 41) delegate all or any financial matters of the Union to any other committee provided that any committee to which such financial matters are delegated shall comprise at least two Trustees, one of whom is an External Trustee.
- 48.2. The Trustees may empower such committee to resolve upon the operation of any bank account according to such mandate as it shall think fit provided that the signature of a Trustee shall always be required on any cheques above a certain amount as set out in the Financial Procedures and provided always that no committee shall incur expenditure on behalf of the Union except in accordance with a budget which has been approved by the Trustees.

Part 5: Decision-Making By Trustees

49. Trustees to take decisions collectively

Any decision of the Trustees must be either a majority decision at a meeting or a decision taken in accordance with Article 60 Majority decisions without a meeting.

50. Trustees' meetings

- 50.1. The Trustees shall hold a minimum of four meetings in any Academic Year.
- 50.2. Guests or observers can attend meetings of the Trustees at the discretion of the Chair; the university have the right to nominate guests or observers.

51. Calling a Trustees' meeting

Three Trustees, including one External Trustee and one Executive Officer, or the Chief Executive at the request of three Trustees, including one External Trustee and one Executive Officer, shall call a meeting of the Trustees.

52. Length of notice

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

- 52.1. All the Trustees agree to shorter notice; or
- 52.2. Urgent circumstances require shorter notice.

53. Contents of notice

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.

54. Service of notice

Notice of Trustees' meetings must 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.

55. Quorum

- 55.1. The quorum for Trustees' meetings shall be six and such quorum must include at least three Executive Officers.
- 55.2. Where the resolution or issue under discussion concerns a matter in respect of which some or all of the Trustees have a conflict of interest, the quorum shall be four. Should Trustees be unable to reach quorum in these circumstances the decision shall be referred to an all Student meeting.
- 55.3. If the total number of Trustees for the time being is less than the quorum required, the Trustees must not take any decision other than a decision to increase the number of Trustees including by calling an election so as to enable the Members to elect further Trustees.

56. Chair and Deputy Chair

- 56.1. The Trustees will appoint an External Trustee to be Chair of the Board of Trustees, for the duration of their term of office. The Trustees may at any time remove them from the office of Chair.
- 56.2. The President of the Union will be the Deputy Chair of the Trustees unless another Executive Officer is appointed as Deputy Chair by a resolution of the Trustees. The Trustees may at any time remove them from the office of Deputy Chair.
- 56.3. The role of the Deputy Chair will be to support the Chair.
- 56.4. In the absence of the Chair and the Deputy Chair, another Trustee appointed by the Trustees present shall preside as chair of the meeting.

57. Virtual meetings

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.

58. Decision making outside of Trustees' meetings

58.1. The Trustees may, in circumstances outlined in this Article, take a unanimous decision without a Trustees' meeting by indicating to each other by any means, including without limitation by electronic communication, 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.

58.2. A decision of the Trustees which is made in accordance with Clause 58.1 shall be as valid and effectual as if it had been passed at a meeting of the Trustees duly convened and held, provided the following conditions are complied with:

58.2.1. Approval from each Trustee must be received by one person being either such person as all the Trustees shall 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;

58.2.2. Following receipt of response 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 Clause;

58.2.3. The date of the decision shall be the date of the communication from the Recipient confirming formal approval; and

58.2.4. This decision is minuted at the next Board meeting.

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

58.3.1. May be in different places, and may participate at different times; and

58.3.2. May communicate with each other by any means.

58.4. No decision shall be taken by the Trustees in accordance with this Article unless a quorum participates in the decision-making process. The quorum for Trustees' decision-making in accordance with this Clause shall be the same as the quorum for Trustees' meetings as set out in Article 55.

58.5. In the case of an equality of votes in any decision-making process in accordance with this Article, the chair shall be entitled to a casting vote in addition to any other vote they may have but this does not apply if, in accordance with the Articles, the chair or specified Trustee is not to be counted as participating in the decision-making process for quorum, voting or agreement purposes.

59. Decision making by Trustees at meetings

Questions arising at a 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 they may have.

60. Majority decisions without Trustees' meeting

60.1. The Trustees may, in the circumstances outlined in this Article, make a two thirds majority decision without holding a Trustees' meeting if:

60.1.1. A Trustee has become aware of a matter on which the Trustees need to take a decision.

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

60.1.3. A two-thirds majority of the Trustees vote in favour of a particular decision on that matter.

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

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

60.2.1. May be in different places, and may participate at different times; and

60.2.2. May communicate with each other by any means.

60.3. No decision shall be taken by the Trustees in accordance with this Article unless a quorum participates in the decision-making process. The quorum for Trustees' decision-making in accordance with this Clause shall be the same as the quorum for Trustees' meetings as set out in Article 55.

60.4. The Chair or such other Trustee as shall be appointed by the Trustees shall be the chair of the process of decision-making in accordance with this Article. The process shall include:

60.4.1. Circulation of the proposed decision with an indication of the time period for discussion and the date by which Trustees are asked to cast their votes;

60.4.2. The nomination of a person to whom all Trustees' votes must be communicated;

60.4.3. If a majority of the Trustees votes in favour of the decision, the nominated person shall communicate the decision to all the Trustees and the date of the decision shall be the date of the communication from the nominated person confirming formal approval; and

60.4.4. The nominated person must prepare a minute of the decision in accordance with Article 63.

60.5. In the case of an equality of votes in any decision-making process in accordance with this Article, the chair shall be entitled to a casting vote in addition to any other vote they may have but this does not apply if, in accordance with the Articles, the chair or specified Trustee is not to be counted as participating in the decision-making process for quorum, voting or agreement purposes.

61. Conflicts of Interest

- 61.1. Whenever a matter is to be discussed at a meeting or decided in accordance with Article 58 and a Trustee has a Personal Interest in respect of that matter then they must:
- 61.1.1. Declare their interest to the Trustees;
 - 61.1.2. Remain only for such part of the meeting as in the view of the other Trustees is necessary to inform the debate;
 - 61.1.3. Not be counted in the quorum for that part of the meeting or decision-making process; and
 - 61.1.4. Withdraw during the vote and have no vote on the matter.
- 61.2. If any question arises as to whether a Trustee has a Personal Interest, the question shall be decided by a majority decision of the other Trustees.
- 61.3. In particular, Article 61 shall apply to any matter that may directly or indirectly relate to the position of an Executive Officer who is or is to be remunerated as an employee by the Union.
- 61.4. The Trustees may (subject to such terms as they may impose from time to time, and subject always to their right to vary or terminate such authorisation) authorise, to the fullest extent permitted by law:
- 61.4.1. Any matter which would otherwise result in a Trustee infringing their duty to avoid a situation in which they have a Conflict of Interest; and
 - 61.4.2. The manner in which a Conflict of Interest arising out of any Trustee's office, employment or position may be dealt with and, for the avoidance of doubt, they can decide that the Trustee with a Conflict of Interest can participate in a vote on the matter and can be counted in the quorum, provided that when deciding to give such authorisation the provisions of Article 61 shall be complied with and provided that nothing in this Article 61 shall have the effect of allowing the Trustees to authorise a benefit that is not permitted in accordance with the Articles.
- 61.5. If a matter, or office, employment or position, has been authorised by the Trustees in accordance with Article 61 then, even if they have been authorised to remain at the meeting by the others, the Trustee may absent themselves from meetings of the Trustees at which anything relating to that matter, or that office, employment or position, will or may be discussed.
- 61.6. A Trustee shall not be accountable to the Union for any benefit which they derive from any matter, or from any office, employment or position, which has been authorised by the Trustees in accordance with Article 61 (subject to any limits or conditions to which such approval was subject).
- 61.7. When a Trustee has a Conflict of Interest which they have declared to the Trustees, they shall not be in breach of their duties to the Union by withholding confidential information from the Union if to disclose it would result in a breach of any other duty or obligation of confidence owed by them.

62. Irregularities

The proceedings at any meeting 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 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.

63. Minutes

63.1. The Trustees shall keep minutes of:

63.1.1. Of all appointments of officers made by the Trustees;

63.1.2. All proceedings at all Student meetings of the Union and of meetings of the Trustees, and of committees of Trustees, including the names of the Trustees present at each such meeting; and

63.1.3. All resolutions of the Members and of the Trustees; and

63.1.4. Any such minute, if purported to be signed by the chair of the meeting at which the proceedings were had, or by the chair of the next succeeding meeting, shall, as against any Member or Trustee of the Union, be sufficient evidence of the proceedings or the resolution.

63.2. The minutes of the meetings referred to in Article 63 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.

64. Accounts and Reports

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

64.1.1. Annual reports;

64.1.2. Annual returns; and

64.1.3. Annual statements of account.

64.2. Where the Union is affiliated to any organisation, an annual report should be published and made available to the University Council and the Members (in such manner as the Trustees think fit) containing a list of the organisations to which the Union is affiliated as at the date of the report and details of any subscriptions or similar fees paid, or donations made, to such organisations in the previous year.

64.3. The Members of the Union have the right to ask the Trustees questions in writing about the content of any documents referred to in Article 64.

64.4. The Union shall report to the University on an annual basis any matters, including financial affairs, elections, and any other matters required by the University, to fulfil its obligations under the Act.

64.5. The University shall have the right to inspect any of the documents referred to in Article 64 upon reasonable notice to the Union and the Union shall in any event provide the University Governing Council with a copy of the annual report and statement of accounts as soon as reasonably practicable following their approval by the Trustees.

65. Notices

65.1. Subject to Article 65.2, any notice to be given to or by any person pursuant to these Articles shall be in writing except that a notice calling a meeting of the Trustees need not be in writing.

65.2. The Union may give any notice to a Member either:

65.2.1. In hard copy form;

65.2.2. In electronic form; or

65.2.3. By making it available on the website.

65.3. A Member present at any meeting of the Union shall be deemed to have received notice of the meeting and, where requisite, of the purpose for which it was called.

65.4. A notice shall be deemed to be given at the expiration of 48 hours it was received in person or, in the case of a notice contained in an electronic communication, at the expiration of 48 hours after the time it was sent or in the case of a notice posted on the Union's website at the expiration of 48 hours after it was posted.

66. Exclusion of model Articles

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

67. 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 them in defending any proceedings, whether civil or criminal, in which judgment is given in their favour or in which they are acquitted or in connection with any application in which relief is granted to them by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Union, and against all costs, charges, losses, expenses or liabilities incurred by them in the execution and discharge of their duties or in relation thereto.

68. Trustees' Indemnity Insurance

The Trustees shall have power to resolve pursuant to Article 5.31 to effect trustees' indemnity insurance, despite their interest in such policy.

Part 6: Definitions and Interpretations

In these Articles, the following terms shall have the following meanings:

Term	Meaning
"Academic Year"	The period between the start date of the Academic Year in one calendar Year to the end date of Academic Year in the next calendar Year determined by the Union as the period during which Students are required to be registered with The University of Derby. Each Academic Year is for the time being divided into three terms;
"Articles"	These Articles of Association of the Union; formerly known as a Constitution or governing documents;
"Board of Trustees" or "Board"	The Board of Trustees of the Union;
"Chair"	The Chair of the Board of Trustees, who shall be an External Trustee in accordance with Article 56.1;
"Chief Executive"	The Chief Executive, or CEO, of the Union who is appointed by the Board of Trustees;
"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;
"Code of Practice"	The code of practice relating to The University of Derby's obligations under Section 22 of the Education Act;
"Companies Act"	The Companies Act (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Union;
"Company Law Member"	Members of the Union for the purposes of the Companies Acts, as defined in Article 13;
"Connected Person"	Any person falling within one of the following categories and where payment to that person might result in the relevant 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 other person in a relationship with a Trustee which may reasonably be regarded as equivalent to such a relationship; 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;
"Deputy Chair"	The Deputy Chair of the Board of Trustees, who shall be the President in accordance with Article 56.2;
"Education Act"	The Education Act 1994;

"Effective Date"	The date on which the undertaking previously carried on by the unincorporated charity known as University of Derby Students' Union is transferred to the Union;
"the Executive Committee"	The Executive Officers;
"the Executive Officers"	A Trustee elected in accordance with Article 30;
"External Trustee"	A Trustee appointed in accordance with Article 32 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;
"Meeting"	A forum which can be in person, via telephone or video conferencing, in which the attendees can each communicate to the others any information or opinions they have on any particular item of the business of the meeting. It is irrelevant where any attendee is or how they communicate with each other however it must be confirmed prior to the meeting that all attendees can be seen and heard, regardless of whether their cameras are switched off and microphones are muted, either by the attendee or presenter;
"Members"	Members of the Union being Students at The University of Derby and Company Law Members;
"NUS"	National Union of Students; the national representative body for students across the United Kingdom;
"Office"	The head office of the Union;
"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);
"Policy"	Representative and campaigning policy set by Referenda or an all Student meeting in accordance with Clauses 17 and 18 and the Standing Orders;
"President"	The President of the Union, as elected by the Members in accordance with the Standing Orders;
"RAG"	The raise and give society which develops Students by providing them with an opportunity to raise funds for charitable causes;
"Referendum"	A ballot in which all Members of the Union are entitled to cast a vote, the protocol for which is set out in the Standing Orders;

"Scrutiny panel"	A collection of representatives with senior student roles within the Union that regularly hold the Executive Officers to account – as representatives;
"Secure Petition"	A written request to the Union which shall be fixed in a pre-arranged place or places or held securely on-line;
"Standing Orders"	The Standing Orders setting out the working practices of the Union made from time to time in accordance with Clause 43;
"Student"	Any individual who is formally registered for an approved programme of study provided by The University of Derby. For the avoidance of doubt, The University of Derby shall determine whether or not an individual has student status;
"Student Trustee"	A Trustee elected in accordance with Clause 31 who is a Student and for the avoidance of doubt shall not be a major union office holder for the purposes of Section 22 of the Education Act;
"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;
"Trustee" and "Trustees"	The Executive Officers, the Student Trustees and the External Trustees;
"Union"	The University of Derby Students' Union;
"University Nominated Trustee"	A Trustee appointed in accordance with Articles 32 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; and
"The University of Derby"	The University of Derby, incorporated with Companies House, 7 July 1995.

Words importing the singular shall include the plural and vice versa. Any reference to a statute, statutory provision or subordinate legislation ("legislation") shall (except where the context otherwise requires) be construed as referring to such legislation as amended and in force from time to time and to any legislation which (either with or without modification) re-enacts, consolidates or enacts in rewritten form any such legislation.

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.